



A BROWN COMPANY, INC.

(a company incorporated under the laws of the Republic of the Philippines)

OFFER SUPPLEMENT

**Offer of up to ₱3,000,000,000.00 Fixed Rate Bonds
with an Oversubscription Option of up to P2,000,000,000.00
under its ₱12,000,000,000.00 Shelf Registration**

consisting of:

Series A Bonds: [•]% p.a. due 2029

Series B Bonds: [•]% p.a. due 2031

at an Offer Price of 100.00% of Face Value

**to be listed and traded on the
Philippine Dealing & Exchange Corp.**

Sole Issue Manager



Joint Lead Underwriters and Joint Bookrunners

Selling Agents

[•]

THE SECURITIES AND EXCHANGE COMMISSION HAS NOT APPROVED THESE SECURITIES OR DETERMINED IF THIS OFFER SUPPLEMENT IS ACCURATE OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE AND SHOULD BE REPORTED IMMEDIATELY TO THE SECURITIES AND EXCHANGE COMMISSION.

This Preliminary Offer Supplement is dated April 30, 2026

This Preliminary Offer Supplement and the information contained herein are subject to completion or amendment without notice. The Offer Bonds may not be sold nor may an offer to buy be accepted prior to the time that the Offer Supplement is issued in final form. Under no circumstances shall this Preliminary Offer Supplement constitute an offer to sell or the solicitation of an offer to buy any Offer Bonds nor shall there be any offer, solicitation or sale of the Offer Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

A BROWN COMPANY, INC.
Xavier Estates Masterson Avenue,
Upper Balulang, Cagayan de Oro City, 9000
Telephone number (02) 8631 8890 / (02) 8633-3135
<https://www.abrown.ph>

A Brown Company, Inc. (“**ABCI**”, the “**Company**” or the “**Issuer**”), prepared the Preliminary Prospectus dated April 30, 2026 (the “**Preliminary Prospectus**”) relating to the shelf registration and the offer and sale in the Philippines within the Shelf Period, as defined below, subject to the registration requirements of the Securities and Exchange Commission (“**SEC**”), of Philippine Peso-denominated fixed rate bonds with an aggregate principal amount of up to Twelve Billion Pesos (₱12,000,000,000.00) (the “**Shelf Registered Bonds**”).

The Shelf Registered Bonds shall be issued in tranches within a period of five (5) years from the effective date of the registration statement, subject to applicable regulations (the “**Shelf Period**”).

This Offer Supplement dated April 30, 2026 (the “**Offer Supplement**” and as the context may require, the term includes the Preliminary Prospectus) relates to the take down of the initial tranche of the Shelf Registered Bonds and the public offer for sale, distribution and issuance in the Philippines (the “**Offer**”) of Philippine Peso-denominated fixed rate bonds with an aggregate principal amount of up to Five Billion Pesos (₱5,000,000,000.00) (the “**Offer Bonds**”) by the Company. The Offer Bonds will be issued at face value (the “**Issue Price**”) and listed and traded through the Philippine Dealing & Exchange Corp. (“**PDEX**”).

The Offer will have an aggregate principal amount of up to Three Billion Pesos (₱3,000,000,000.00) (the “**Base Offer**”) and in the event of oversubscription, the Sole Issue Manager, Joint Lead Underwriters and Joint Bookrunners, in consultation with the Issuer, may increase the size of the Offer by up to ₱2,000,000,000.00 (the “**Oversubscription Option**”, and the Offer Bonds pertaining to such option, the “**Oversubscription Option Bonds**”) to an aggregate issue size of up to Five Billion Pesos (₱5,000,000,000.00).

The Offer Bonds will be issued on [July 3, 2026] (the “**Issue Date**”) and will be comprised of Series A Bonds due 2029 (the “**Series A Bonds**”) and Series B Bonds due 2031 (the “**Series B Bonds**”). The Issuer has the discretion to allocate the principal amount of the Offer Bonds between the Series A and Series B Bonds based on the book building process.

The Series A Bonds shall have a term of three (3) years from the Issue Date with fixed interest rate equivalent to [•]% per annum. The Series B Bonds shall have a term of five (5) years from the Issue Date with fixed interest rate equivalent to [•] % per annum. For a more detailed discussion on the Interest Payment Dates, see “*Description of the Offer Bonds*” – “*Interest*” of this Offer Supplement.

Subject to the consequences of default as may be contained in the Trust Agreement, and unless otherwise earlier redeemed or purchased and cancelled, the Offer Bonds will be redeemed at 100% of face value on their respective Maturity Dates. For a more detailed discussion on the redemption of the Offer Bonds, see “*Description of the Offer Bonds*” – “*Redemption and Purchase*” of this Offer Supplement.

The Company estimates that the net proceeds from the Offer shall amount to approximately ₱2,944,624,375.00 after fees, commissions and expenses. Assuming the Oversubscription Option is fully exercised, the net proceeds of the Offer shall amount to approximately ₱4,917,624,375.00 after fees, commissions, and expenses. The net proceeds of the Offer shall be used for renewable energy investments, residential pipeline projects, redemption of Series A Preferred Shares, and for other general corporate purposes. For a more detailed discussion on the use of proceeds, please refer to the section “*Use of Proceeds*” of this Offer Supplement.

On April 28, 2026, the Board of Directors of the Company authorized the sale and offer of the Shelf Registered Bonds under such terms and conditions as the management of ABCI may deem advantageous to it. On April 30, 2026, the Company applied with the SEC to register the Shelf Registered Bonds under the provisions of the Securities Regulation Code of the Philippines. A

corresponding permit to offer securities for sale covering the Offer Bonds is expected to be issued prior to the commencement of the public offer and sale of the Offer Bonds.

The Company will apply for listing of the Offer Bonds in the PDEX. However, there is no assurance that such a listing will be achieved either before or after the relevant issue date of the Offer Bonds being offered at a particular time or whether such a listing will materially affect the liquidity of the Offer Bonds on the secondary market. Such listing will be subject to the Company's execution of a listing agreement with PDEX that may require the Company to make certain disclosures, undertakings and payments on an ongoing basis.

The Offer Bonds will be offered for subscription solely in the Philippines through PNB Capital and Investment Corporation ("**PNB Capital**" or the "**Sole Issue Manager**"), together with Land Bank of the Philippines ("**LANDBANK**" and, collectively with PNB Capital, the "**Joint Lead Underwriters and Joint Bookrunners**"), and the participating selling agents named herein, if any (the "**Selling Agent**").

This Offer Supplement contains the final terms of the Offer Bonds and must be read in conjunction with the Preliminary Prospectus. Unless defined in this Offer Supplement, terms used herein shall be deemed to be defined as set forth in the Preliminary Prospectus. Full information on the Issuer and the Offer is only available on the basis of the combination of the Offer Supplement and the Preliminary Prospectus. All information contained in the Preliminary Prospectus are deemed incorporated by reference in this Offer Supplement.

The Company reserves the right to withdraw any offer and sale of the Offer Bonds at any time, and the Issuer (acting through the Sole Issue Manager and the Joint Lead Underwriters and Joint Bookrunners) reserve the right to reject any application to purchase the Offer Bonds in whole or in part and to allot to any prospective purchaser less than the full amount of the Offer Bonds sought by such purchaser. If an Offer is withdrawn or discontinued, the Company shall subsequently notify the SEC and, as applicable, the PDEX. Any of the Sole Issue Manager, the Joint Lead Underwriters and Joint Bookrunners, and the Selling Agent may acquire for their own account a portion of the Offer Bonds. For a more detailed discussion on the withdrawal of the offer, see "*Plan of Distribution*" – "*Withdrawal of the Offer*" of this Offer Supplement.

The Offer Bonds will be registered and offered exclusively in the Philippines. The distribution of this Offer Supplement, and the offer and sale of the Offer Bonds may, in certain jurisdictions, be restricted by law. This Offer Supplement does not constitute an offer of any securities, or any offer to sell, or a solicitation of any offer to buy any securities of the Company in any jurisdiction, to or from any person whom it is unlawful to make such offer in such jurisdiction. The Company, the Sole Issue Manager, and the Joint Lead Underwriters and Joint Bookrunners require persons into whose possession this Offer Supplement comes to inform themselves of the applicable legal requirements under the laws and regulations of the countries of their nationality, residence or domicile, and as to any relevant tax or foreign exchange control laws and regulations affecting them personally, and to observe all such restrictions. Each investor in the Offer Bonds must comply with all laws applicable to it and must obtain the necessary consent, approvals or permission for its purchase or subsequent offer and sale of the Offer Bonds under the laws and regulations in force in any jurisdiction to which it is subject. None of the Company, the Sole Issue Manager, the Joint Lead Underwriters and Joint Bookrunners, any participating underwriter and selling agent will have any responsibility therefor.

Unless otherwise stated, the information contained in this Offer Supplement has been supplied by the Company. To the best of its knowledge and belief, the Company (which has taken all reasonable care to ensure that such is the case) confirms that the information contained in this Offer Supplement is correct, and that there is no material misstatement or omission of fact which would make any statement in this Offer Supplement misleading in any material respect.

The Sole Issue Manager, Joint Lead Underwriters and Joint Bookrunners, and the Company, have exercised reasonable due diligence required by regulations in ascertaining that all material representations contained in this Offer Supplement, and any amendment or supplement thereto are true and correct and that no material information was omitted, which was necessary in order to make the statements contained in said documents not misleading in any material respect.

Unless otherwise indicated, all information in this Offer Supplement is as of the date hereof. Neither the delivery of this Offer Supplement nor any sale made pursuant to this Offer Supplement shall, under any circumstances, create any implication that the information contained herein is correct as of any date subsequent to the date hereof or that there has been no change in the affairs of the Company and its Subsidiaries since such date.

Market data and certain industry forecasts used throughout this Offer Supplement were obtained from internal surveys, market research, publicly available information and industry publications. Industry publications generally state that the information contained therein has been obtained from sources believed to be reliable, but that the accuracy and completeness of such information is not guaranteed. Similarly, internal surveys, industry forecasts and market research, while believed to be reliable, have not been independently verified. The Company does not make any representation, undertaking or other assurance as to the accuracy or completeness of such information or that any projections will be achieved, or in relation to any other matter, information, opinion or statements in relation to the Offer. Any reliance placed on any projections or forecasts is a matter of commercial judgment. Certain agreements are referred to in this Offer Supplement in summary form. Any such summary does not purport to be a complete or accurate description of the agreement and prospective investors are expected to independently review such agreements in full.

THE OFFER BONDS ARE BEING OFFERED ON THE BASIS OF THE PRELIMINARY PROSPECTUS AND THIS OFFER SUPPLEMENT ONLY. ANY DECISION TO PURCHASE THE OFFER BONDS MUST BE BASED ONLY ON THE INFORMATION CONTAINED IN THE PRELIMINARY PROSPECTUS AND THIS OFFER SUPPLEMENT.

The price of securities, such as the Offer Bonds, can and does fluctuate, and any individual security may experience upward or downward movements, and may even become valueless. There is an inherent risk that losses may be incurred rather than profit made as a result of buying and selling securities. An investment in the Offer Bonds described in this Offer Supplement involves a certain degree of risk. A prospective purchaser of the Offer Bonds should carefully consider several risk factors relating to the Company's business and operations, risks relating to the Philippines and risks relating to the Offer Bonds, as set out in "*Risk Factors*" found in the Preliminary Prospectus, in addition to the other information contained in this Offer Supplement, in deciding whether to invest in the Offer Bonds. The risk disclosure discussion does not purport to disclose all the risks and other significant aspects of investing in the Offer Bonds. A person contemplating an investment in the Offer Bonds should seek professional advice if he or she is uncertain of, or has not understood any aspect of the securities to invest in or the nature of risks involved in trading of securities.

This Offer Supplement is not intended to provide the basis of any credit or other evaluation nor should it be considered as a recommendation by either the Issuer, the Sole Issue Manager, Joint Lead Underwriters, and Joint Bookrunners or their respective affiliates or legal advisers that any recipient of this Offer Supplement should purchase the Offer Bonds. Each person contemplating an investment in the Offer Bonds should make his own investigation and analysis of the creditworthiness of ABCI and his own determination of the suitability of any such investment. The risk disclosure discussion does not purport to disclose all the risks and other significant aspects of investing in the Offer Bonds. A person contemplating an investment in the Offer Bonds should seek professional advice if he or she is uncertain of, or has not understood any aspect of the securities to invest in or the nature of risks involved in trading of high-risk securities. Investing in the Offer Bonds involves a higher degree of risk compared to debt instruments. For a discussion of certain factors to be considered in respect of an investment in the Offer Bonds, see the section on "*Risk Factors*" found in the Preliminary Prospectus.

No dealer, salesman or any other person has been authorized to give any information or to make any representation not contained in this Offer Supplement. If given or made, any such information or representation must not be relied upon as having been authorized by the Company or the Sole Issue Manager, Joint Lead Underwriters, and Joint Bookrunners.

A REGISTRATION STATEMENT RELATING TO THESE SECURITIES HAS BEEN FILED WITH THE SECURITIES AND EXCHANGE COMMISSION BUT HAS NOT YET BEEN DECLARED EFFECTIVE. NO OFFER TO BUY THESE SECURITIES CAN BE ACCEPTED AND NO PART OF THE PURCHASE PRICE CAN BE ACCEPTED OR RECEIVED UNTIL THE REGISTRATION STATEMENT HAS BECOME EFFECTIVE, AND ANY SUCH OFFER MAY BE WITHDRAWN OR REVOKED, WITHOUT OBLIGATION OF COMMITMENT OF ANY KIND, AT ANY TIME PRIOR TO NOTICE OF ITS ACCEPTANCE GIVEN AFTER THE EFFECTIVE DATE. AN INDICATION OF INTEREST IN RESPONSE HERETO INVOLVES NO OBLIGATION OR COMMITMENT OF ANY KIND. THIS OFFER SUPPLEMENT SHALL NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY.

A BROWN COMPANY, INC.

By:




PAUL FRANCIS B. JUAT
President

REPUBLIC OF THE PHILIPPINES)
MAKATI CITY, (METRO MANILA) SS.

SUBSCRIBED AND SWORN to before me this APR 30 2026 in MAKATI CITY,
affiant exhibiting to me his PASSPORT No. P09919910 expiring on MARCH 10, 2029 as
competent evidence of identity.

Doc No.: 424 ;
Page No.: 80 ;
Book No.: 11 ;
Series of 2026.



JOHN CHRISTOPHER O. TAN
Appointment No. M-581
Notary Public for Makati City
Until December 31, 2026
Liberty Center-Picazo Law
104 H.V. Dela Costa Street, Makati City
Roll of Attorney's No. 94654
PTR No. 10766618/Makati City/01-02-2026
IBP No. 536196/Makati/12-23-2025
Admitted to the bar in 2025

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DEFINITION OF TERMS

In this Offer Supplement, unless the context otherwise requires, the following terms shall have the meanings set forth below.

Affiliates	:	With respect to A Brown Company, Inc., any Person that directly or indirectly, controls or is controlled by, or is under common control with A Brown Company, Inc. In this context, “control” (including, with correlative meanings, the terms “controlling”, “controlled by” and under common control with) means the possession, directly or indirectly, of the power to direct, or cause the direction of, the management and policies of such Person whether through ownership of voting shares, by contract, or otherwise.
Applicable Law	:	Any statute, law, regulation, ordinance, rule, judgment, order, decree, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or administration of any of the foregoing by, any Governmental Authority.
Applicable Interest Rate	:	[•]
Applicant	:	Any Person who seeks to subscribe to the Offer Bonds and submits a duly accomplished Application to Purchase, together with all requirements set forth therein.
Application to Purchase	:	The application form accomplished and submitted by an applicant for the purchase of a specified amount of Offer Bonds (including the breakdown per Series), together with all the other requirements set forth in such application form.
Board of Directors or Board	:	Board of Directors of ABCI
Bond Agreements	:	Collectively, the Underwriting Agreement, the Trust Agreement and the Registry and Paying Agency Agreement
Bondholder	:	A Person whose name appears, at any relevant time, as the registered owner of the Series A Bonds and/or the Series B Bonds in the Registry of Bondholders.
Business Day	:	A day, other than a public non-working holiday, Saturday, Sunday or legal holiday, on which the facilities of the Philippine banking system are open and available for clearing, and banks are open for business in Metro Manila, Philippines.
BSP	:	Bangko Sentral ng Pilipinas
Change in Law or Circumstance	:	Each of the events described as such under “ <i>Description of the Offer Bonds – Redemption by Reason of Change in Law or Circumstance</i> ”.
Change of Control	:	Means the acquisition, at any given time, by any person or persons acting in concert or any third person or persons acting on behalf of such person(s), whether directly or indirectly, of a controlling participation in the Issuer.

For purposes of this paragraph, the word “controlling participation” means ownership of at least 51% of the total issued and outstanding voting capital stock, or the right to

elect at least 51% of the total number of the members of the Board of Directors of the Issuer.

Company, Issuer or ABCI	:	A Brown Company, Inc.
Control	:	Means, as applied to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. The terms “Controlling”, “Controlled by” and “under common Control with” shall have correlative meanings
Declaration of Default	:	Has the meaning defined under “ <i>Events of Default – Consequences of Default</i> ”.
Default Payment Date	:	Has the meaning defined under “ <i>Events of Default – Consequences of Default</i> ”.
EBITDA	:	Earnings before interest, taxes, depreciation and amortizations computed as the sum of Income before income tax, depreciation, and interest expense.
Final Redemption Amount	:	100% of the face value of the outstanding Series A Bonds and Series B Bonds, as the case may be, on the relevant Maturity Date of such series.
Government	:	The Government of the Republic of the Philippines
Governmental Authority	:	Any government agency, authority, bureau, department, court, tribunal, legislative body, statutory or legal entity (whether autonomous or not), commission, corporation, or instrumentality, whether national or local, of the Republic of the Philippines and any other country (as applicable), and any self-regulatory bodies.
Group	:	At any time, the Company and its Subsidiaries at such time.
GRT	:	Gross Receipts Tax
Interest	:	For any Interest Period, the interest payable on the Offer Bonds at such rate set out under “ <i>Description of the Offer Bonds – Interest</i> ”.
Interest Payment Date	:	[October 3, 2026] and thereafter, each [January 3], [April 3], [July 3], and [October 3] of each year, or on the next Business Day if such date falls on a non-Business Day (without adjustment to the amount of Interest to be paid), during which the relevant series of the Offer Bonds are outstanding.
Interest Period	:	The period commencing on the Issue Date and having a duration of three (3) months and, thereafter, each successive three (3)-month period commencing on the last day of the immediately preceding Interest Period up to, but excluding the first (1st) day of the immediately succeeding Interest Period, but in the case of the last Interest Period, it will be the period from and including the last day of the immediately preceding Interest Period up to, but excluding, the relevant Maturity Date.

For the avoidance of doubt, the term “month”, when used in this definition, means the period commencing on a specified day in a calendar month and ending on the numerically corresponding day in the relevant subsequent calendar month (or if there is no day corresponding in the

calendar month in which such period ends, such period shall end on the last day of such calendar month).

Issue Date	:	[July 3, 2026], or the immediately succeeding Business Day if such date is not a Business Day, or such other date as may be agreed upon by the Issuer and the Joint Lead Underwriters and Joint Bookrunners with advice to the SEC, PDTC and PDEX.
Joint Lead Underwriters and Joint Bookrunners	:	PNB Capital Investment Corporation and Land Bank of the Philippines
Lien	:	With respect to any property or asset, (a) any mortgage, lien, pledge, charge, security interest, encumbrance or other preferential arrangement of any kind in respect of such property or asset, including, without limitation, any preference or priority under Article 2244(14)(a) of the Civil Code of the Philippines, as the same may be amended from time to time, in each case, to the extent securing payment or performance of a debt prior to any general creditor of such Person; and (b) the right of a vendor, lessor, or similar party under any conditional sales agreement, capital lease or other title retention agreement relating to such property or asset, and any other right of or arrangement with any creditor to have its claims satisfied out of any property or asset, or the proceeds therefrom, prior to any general creditor of the owner thereof.
Majority Bondholders	:	(a) with respect to matters relating only to the Series A Bonds, Bondholders representing more than fifty percent (50%) of the outstanding principal amount of the Series A Bonds; and (b) with respect to matters relating only to the Series B Bonds, Bondholders representing more than fifty percent (50%) of the outstanding principal amount of the Series B Bonds.
Master Certificate of Indebtedness	:	For each of the Series A Bonds and the Series B Bonds, the certificate of indebtedness (substantially in the form attached as Annex C of the Underwriting Agreement) issued by the Issuer in the name of the Trustee for the benefit of the Bondholders covering the entire principal amount of each series of the Offer Bonds purchased during the Offer Period and to be issued by the Issuer on the Issue Date.
Material Adverse Effect	:	A material adverse effect on (a) the financial condition, business or operations of the Company, or any of its Subsidiaries, taken as a whole (b) the ability of the Issuer to observe and comply with the provisions of and perform its financial obligations under the Offer Bonds and the Bond Agreements, or (c) the validity or enforceability of the Offer Bonds or any of the Bond Agreements, in each case, as declared in the reasonable opinion of the Majority Bondholders acting in good faith and in consultation with the Company.
Offer	:	The public offer for sale, distribution and issuance in the Philippines of the Offer Bonds under the terms and conditions contained in the Preliminary Prospectus and in this Offer Supplement.
Offer Bonds	:	The SEC-registered Series A Bonds and Series B Bonds, to be issued by ABCI in the aggregate amount of up to ₱5,000,000,000, consisting of the Base Offer of up to ₱3,000,000,000 and the Oversubscription Option of up to ₱2,000,000,000.

Offer Supplement	:	The document which sets out the terms and conditions for each tranche of the Bonds.
Optional Redemption	:	The right (but not the obligation) of the Issuer to redeem in whole (but not in part) the outstanding Offer Bonds on an Optional Redemption Date.
PDEX	:	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.
PDEX Trading Participant	:	A trading participant of PDEX defined as such under the PDEX rules.
PDTC	:	The Philippine Depository & Trust Corp.
PDTC Rules	:	The SEC-approved rules of the PDTC, including the PDTC operating procedures, as may be amended, supplemented, or modified from time to time.
Permitted Lien	:	<p>(a) Any Lien over any asset, including, but not limited to assets purchased, leased, or developed in the ordinary course of business, to secure: (i) the payment of the purchase or acquisition price, or cost of leasehold rights, of such asset or another asset; or (ii) the payment of the cost and expenses for the development of such asset, or for the construction of new projects in the ordinary course of business; or (iii) the payment of any indebtedness in respect of borrowed money (including extensions and renewals thereof and replacements therefore) incurred for the purpose of financing the purchase, lease or development of such asset or another asset; or (iv) the normal rediscounting of receivable activities of the Issuer made in the ordinary course of business;</p> <p>(b) Any Lien 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 diligently conducted by the Issuer upon stay of execution of the enforcement thereof and adequate reserves having been provided for payment thereof to the extent required in accordance with generally accepted accounting principles in the Philippines as interpreted by the Auditor, or where penalties and consequences for a delay in the payment thereof will not result in a Material Adverse Effect. For purposes of this paragraph, "Auditor" means SGV & Co or any auditing firm which is affiliated with an internationally recognized firm of independent public accountants as the Issuer may from time to time appoint as its auditors;</p> <p>(c) Any Lien to secure, in the normal course of the business of the Issuer or its Affiliates: (i) statutory or regulatory obligations; (ii) surety or appeal bonds; (iii) bonds for release of attachment, stay of execution or injunction; or (iv) performance of</p>

bids, tenders, contracts (other than for the repayment of borrowed money) or leases;

- (d) Any Lien: (i) imposed by, or arising by operation of, Applicable Law, such as carriers', warehousemen's, mechanics', landlords', materialman's liens and other similar liens arising in the ordinary course of business; (ii) arising out of pledges or deposits under workmen's compensation laws, unemployment insurance, old age pensions, or other social security or retirement benefits or similar legislation; and (iii) arising out of the set-off provision in the normal course of its financial arrangements, provided that, the Bondholders hereunder shall also have, to the extent permitted by Applicable Law and upon notice to the Issuer, a similar right of set-off
- (e) Any Lien in favor of banks, insurance companies, other financial institutions, and Philippine government agencies, departments, authorities, corporations or other juridical entities, which secure a preferential financing obtained by the Issuer under which creation of a security is a prerequisite in order to obtain such financing, and which cover assets of the Issuer which have an aggregate appraised value, determined in accordance with generally accepted appraisal principles and practices consistently applied not exceeding [•]% of the Issuer's total assets based on the most recent financial statements;
- (f) Any Lien established in favor of insurance companies and other financial institutions in compliance with the applicable requirements of the Office of the Insurance Commission on admitted assets;
- (g) Any Lien over or affecting any asset of any company which becomes a member of the Group after the date of the Trust Agreement, where the Lien is created prior to the date on which that company becomes a member of the Group;
- (h) Any Lien created by or resulting from any litigation or legal proceeding which is effectively stayed while the underlying claims are being contested in good faith by appropriate proceedings and with respect to which the Issuer or its Subsidiary, as applicable, has established adequate reserves on its books in accordance with PFRS;
- (i) Any Lien securing indebtedness under hedging transactions (including foreign currency and interest rate swap and derivative transactions) entered into in the ordinary course of business and designed solely to protect the Issuer or its Subsidiaries from fluctuations in interest rates or currencies or commodities and not for speculation, provided that any such indebtedness shall not exceed the amount of [•];

- (j) Any Lien created with the prior written consent of the Majority Bondholders;
- (k) Any Lien existing on the date of the Trust Agreement; and
- (l) Any extension, renewal, supplement, or replacement (or successive extensions, renewals, supplements, or replacements) in whole or in part of any Lien referred to in paragraphs (a) to (k) above, or any indebtedness or obligation secured thereby; provided that such extension, renewal, supplement, or replacement is limited to all or any part of the same property that secured the Lien extended, renewed, supplemented, or replaced (plus any construction, repair, or improvement on such property) and shall secure no larger amount of indebtedness or obligation than that existing at the time of such extension, renewal, supplement, or replacement.

Permit to Sell Securities	:	The Certificate of Permit to Sell or Offer for Sale of Securities issued by the SEC in respect of the Offer.
Person	:	Any individual, firm, corporation, partnership, association, joint venture, tribunal, limited liability company, trust, government or political subdivision or agency or instrumentality thereof, or any other entity or organization.
Peso or ₱ or PHP	:	Philippine Peso, the lawful currency of the Republic of the Philippines
PFRS	:	Philippine Financial Reporting Standards
Philippines	:	Republic of the Philippines
PhilRatings	:	Philippine Rating Services Corporation
PNB Capital	:	PNB Capital and Investment Corporation
Preliminary Prospectus	:	The Preliminary Prospectus dated [April 30, 2026] and any amendments, supplements and addenda thereto for the offer and sale to the public of the Offer Bonds within the Shelf Period. As the context may require, the term includes the Offer Supplement.
Record Date	:	With respect to any Payment Date, (a) two (2) Business Days immediately preceding the relevant Payment Date, which shall be the cut-off date in determining the Bondholders entitled to receive Interest, the principal and/or such other payments that may be due on the Offer Bonds or (b) such other date as the Issuer may duly notify PDTC.
Redemption Date	:	The date when the Bonds (or any series thereof) are redeemed earlier than the relevant Maturity Date in accordance with the terms and conditions of the Offer Bonds; provided that if the relevant Redemption Date falls on a day that is not a Business Day, then the payment of the principal and accrued interest (if any) shall be made by the Issuer on the next Business Day, without adjustment to the amount of principal and interest to be paid. For the avoidance of doubt, the term "Redemption Date" includes the Optional Redemption Date.

Registrar and Paying Agent	:	Philippine Depository & Trust Corp.
Registration Statement	:	The registration statement filed with the SEC in connection with the offer and sale to the public of the Offer Bonds.
Registry	:	The electronic registry book of the Registrar containing the official information on the Bondholders, including, but not limited to, the names and addresses of the Bondholders and the amount of the Offer Bonds they respectively hold, including all transfers and assignments thereof, any transactions relating thereto and any lien or encumbrance thereon, to be maintained by the Registrar pursuant to and under the terms of the Registry and Paying Agency Agreement.
Registry and Paying Agency Agreement	:	The agreement dated [April 28, 2026], and its annexes and schedules (when executed and delivered in accordance with the terms thereof), as may be modified, amended, or supplemented in a separate written instrument, from time to time, and entered into by and among the Issuer, the Registrar and the Paying Agent in relation to the Offer Bonds.
SEC	:	Securities and Exchange Commission of the Philippines
Selling Agents	:	[•]
Sole Issue Manager	:	PNB Capital and Investment Corporation
Series A Bonds	:	Means the Offer Bonds to be issued by the Issuer, with an aggregate principal amount of [•] Pesos (₱[•]) and, in case the Oversubscription Option is exercised, such additional principal amount equivalent to the Offer Bonds as may have been taken up for this series, having a term beginning on the Issue Date and ending on the third (3 rd) anniversary of the Issue Date or on [July 3], 2029 (unless earlier redeemed or purchased in accordance with the Terms and Conditions), with a fixed interest rate equivalent to [•]% per annum.
Series B Bonds	:	Means the Offer Bonds to be issued by the Issuer, with an aggregate principal amount of [•] Pesos (₱[•]) and, in case the Oversubscription Option is exercised, such additional principal amount equivalent to the Offer Bonds as may have been taken up for this series, having a term beginning on the Issue Date and ending on the fifth (5 th) anniversary of the Issue Date or on [July 3], 2031 (unless earlier redeemed or purchased in accordance with the Terms and Conditions), with a fixed interest rate equivalent to [•]% per annum.
Shelf Period	:	A period of five (5) years from [Date] until [Date], during which the Shelf Registered Bonds may be offered and sold to the public.
SRC	:	Securities Regulation Code of the Philippines
Subsidiary	:	An entity of which the Issuer has direct or indirect Control or owns directly or indirectly more than 50% of the voting capital or similar right of ownership.
Trust Agreement	:	The Trust Agreement dated as of [April 28, 2026], and its annexes and attachments, as may be modified, supplemented or amended in a separate written instrument from time to time, executed by and between the Issuer and the Trustee in connection with the Bonds.

Trustee : Philippine National Bank – Trust Banking Group. The term includes, wherever the context permits, all other Person or Persons for the time being acting as trustee or trustees under the Trust Agreement.

Underwriting Agreement : The Underwriting Agreement, dated [April 28, 2026], and its annexes and attachments, as may be modified, supplemented or amended from time to time, and entered into between the Company and the Joint Lead Underwriters and Joint Bookrunners in relation to the Offer Bonds.

VAT : Value-added tax

SUMMARY OF THE OFFER

The following does not purport to be a complete listing of all the rights, obligations and privileges attaching to or arising from the Offer Bonds. Some rights, obligations or privileges may be further limited or restricted by other documents and subject to final documentation. Prospective bondholders are enjoined to perform their own independent investigation and analysis of ABCI and the Offer Bonds. Each prospective bondholder must rely on its own appraisal of ABCI and the Offer Bonds and its own independent verification of the information contained herein and any other investigation it may deem appropriate for the purpose of determining whether to invest in the Offer Bonds and must not rely solely on any statement or the significance, adequacy or accuracy of any information contained herein. The information and data contained herein are not a substitute for the prospective bondholder's independent evaluation and analysis.

The following terms of the offer should be read as an introduction to, and is qualified in its entirety by reference to, the more detailed information appearing elsewhere in this Offer Supplement and in the Preliminary Prospectus. These terms of the offer may not contain all of the information that prospective investors should consider before deciding to invest in the Offer Bonds. Accordingly, any decision by a prospective investor to invest in the Offer Bonds should be based on a consideration of the Preliminary Prospectus and this Offer Supplement as a whole. Should there be any inconsistency between the summary below and the final documentation, the final documentation shall prevail.

Issuer	A Brown Company, Inc.
Issue	SEC-Registered, Philippine Peso-denominated, fixed rate bonds consisting of Series A Bonds and Series B Bonds with an aggregate principal amount of up to Three Billion Pesos (₱3,000,000,000.00) and an Oversubscription Option of up to Two Billion Pesos (₱2,000,000,000.00) to be issued from the up to Twelve Billion Pesos (₱12,000,000,000.00) shelf registration of fixed rate bonds (“ Shelf Program ”), constituting the direct, unconditional, unsecured, and unsubordinated obligations of A Brown Company, Inc.
Issue Amount	<p>Base Offer of up to Three Billion Pesos (₱3,000,000,000.00) (the “Base Offer”).</p> <p>The Joint Lead Underwriters and Joint Bookrunners shall have the option, in consultation with the Issuer, to increase the Base Offer by up to Two Billion Pesos (₱2,000,000,000.00) in the event of an oversubscription (the “Oversubscription Option”).</p> <p>In the event that the Oversubscription Option is partly exercised or not exercised at all during the Offer Period, the unexercised portion shall be placed under the Shelf Program to be issued within the Shelf Period and consequently, the bonds under Shelf Program (the “Shelf Registered Bonds”) will be automatically increased by such principal amount of the Oversubscription Option bonds that will not be taken up or exercised.</p>
Series	<p>The Offer Bonds will be issued in up to two (2) series consisting of:</p> <ul style="list-style-type: none">• three (3)-year Series A Bonds due on [July 3], 2029 and• five (5)-year Series B Bonds due on [July 3], 2031
Use of Proceeds	<p>The entire net proceeds for this Offer will be used for renewable energy investments, residential pipeline projects, redemption of Series A Preferred Shares, and for other general corporate purposes.</p> <p>For a detailed discussion on the use of proceeds, please refer to the section on “Use of Proceeds” of this Offer Supplement.</p>
Form and Denomination	The Offer Bonds shall be issued in scripless form and shall be issued in minimum denominations of [Fifty Thousand Pesos (₱50,000.00) each], and in integral multiples of Ten Thousand Pesos (₱10,000.00) thereafter, and

traded in denominations of Ten Thousand Pesos (₱10,000.00) in the secondary market].

A Master Certificate of Indebtedness representing each series of the Offer Bonds sold in the Offer shall be issued to and registered in the name of the Trustee for the benefit of the Bondholders.

Sole Issue Manager Philippine National Bank Capital and Investment Corporation (“**PNB Capital**”)

Joint Underwriters and Joint Bookrunners **Lead** Land Bank of the Philippines (“**LANDBANK**”) and PNB Capital

Counsel to the Issuer Picazo Buyco Tan Fider Santos & Dee

Counsel to the Joint Lead Underwriters and Joint Bookrunners SyCip Salazar Hernandez & Gatmaitan
Selling Agent/s [●]

Trustee Philippine National Bank – Trust Banking Group

Registrar and Paying Agent Philippine Depository & Trust Corp. (“**PDTC**”)

Listing Philippine Dealing & Exchange Corp. (“**PDEX**”)

Offer Period The Offer shall commence at 9:00 a.m. on [June 22, 2026] and end at 5:00 p.m. on [June 26, 2026], or on such other dates or time as the Issuer and the Joint Lead Underwriters and Joint Bookrunners may agree upon.

Issue Date [July 3, 2026], or the immediately succeeding Business Day if such Issue Date is not a Business Day, or such other date as may be agreed upon by the Issuer and the Joint Lead Underwriters and Joint Bookrunners with advice to the SEC, PDTC and PDEX.

Maturity Date The maturity dates of the Offer Bonds (the “**Maturity Date**”) are as follows:

- Series A Bonds: the third (3rd) anniversary of the Issue Date, or on [July 3] 2029; and
- Series B Bonds: the fifth (5th) anniversary of the Issue Date, or on [July 3] 2031.

provided that, in the event that such Maturity Date falls on a day that is not a Business Day, the relevant Maturity Date shall be the immediately succeeding Business Day, without adjustment to the amount of interest and principal to be paid; provided further that if the Issue Date is set at a date other than [July 3, 2026], then the Maturity Date will be adjusted automatically to the date falling on: (i) in respect of the Series A Bonds, the third (3rd) anniversary of the Issue Date, and (ii) in respect of Series B Bonds, the fifth (5th) anniversary of the Issue Date.

Interest Rate The Series A Bonds and the Series B Bonds shall bear interest on its outstanding principal amount from and including the Issue Date at the Applicable Interest Rate, adjusted as and when necessary, pursuant to the conditions set forth below.

(a) Series A Bonds: [●]% per annum; and

(b) Series B Bonds: [●]% per annum.
Par or 100% of face value.

Issue Price

Interest Payment Date

Interest on the Offer Bonds shall be calculated on a European 30/360-day count basis and shall be paid quarterly in arrear commencing on [October 3, 2026] for the first Interest Payment Date and [January 3], [April 3], [July 3], and [October 3] of each year for each subsequent Interest Payment Date while the Offer Bonds are outstanding. In the event that the Interest Payment Date is not a Business Day, such Interest Payment Date shall be paid on the immediately succeeding Business Day without any adjustment to the amount due. The last Interest Payment Date for each series shall fall on the relevant Maturity Date, or the immediately succeeding Business Day if such date is not a Business Day, without any adjustment to the amount due, provided that if the Issue Date is set at a date other than [July 3, 2026], then all Interest Payment Dates will be automatically adjusted to the numerically corresponding dates at every quarter following the actual Issue Date.

Withdrawal of the Offer

The Company reserves the right to withdraw the offer and sale of the Offer Bonds at any time prior to the execution of the Underwriting Agreement and before the commencement of the Offer Period, in which event the Company shall make the necessary disclosures to the SEC and the PDEX.

The Company may, by prior written notice to the Joint Lead Underwriters and Joint Bookrunners, also withdraw the offer and sale of the Offer Bonds at any time on or after the commencement of the Offer Period and prior to the Issue Date, if any of the following events occur, in which case the Underwriting Agreement shall be deemed terminated, namely:

- (a) An outbreak or escalation of hostilities or acts of terrorism involving the Philippines or a declaration by the Philippines of a state of war; or (ii) occurrence of 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 (iii) occurrence of any change in local, national or international financial, political, economic or stock market conditions, any of which renders impracticable or inadvisable to continue with the Offer and/or listing of the Offer Bonds in the manner contemplated by the SEC pre-effective clearance, SEC order declaring effective the Registration Statement, or the Permit to Sell Securities (the "Approvals"), the Prospectus, and this Offer Supplement, or would have a material adverse effect on the Philippine economy, on the securities or other financial or currency markets of the Philippines, or on the distribution, offer and sale of the Offer Bonds in the Philippines, rendering it, in the reasonable determination of the Issuer after consultation with the Joint Lead Underwriters and Joint Bookrunners, impracticable to proceed with the Offer in the manner contemplated by the Approvals, the Prospectus, and this Offer Supplement;
- (b) An order revoking, cancelling, suspending, preventing, terminating or imposing a condition that is not acceptable to the Issuer, the offer, sale, distribution, listing or issuance of the Bonds by any court or Governmental Authority having jurisdiction on the matter, including the SEC and the PDEX;
- (c) Suspension, cancellation, revocation, or termination of any of the Approvals or the imposition of a condition in respect of the issuance and/or validity of the Approvals that is not acceptable to the Issuer;

- (d) Trading in the PDEX is closed or suspended for at least three (3) consecutive trading days other than due to weekends or declared holidays, or in such manner or for such period as will render impracticable the listing and trading of the Offer Bonds on the Issue Date or such other date as may be approved by the PDEX;
- (e) There is a change or impending change in any Philippine law, rule, regulation, policy or administrative practice, or a ruling, interpretation, decree or order issued, made, or adopted by any Governmental Authority which (i) materially and adversely affects: (a) the ability of the Issuer to engage in the business it is presently engaged in; (b) the capacity and due authorization of the Issuer to offer and issue the Offer Bonds and enter into the Bond Agreements in connection with the Offer; (c) any of the features of the Offer Bonds, including the taxes on fees or costs in connection with the Offer, or (ii) renders illegal the performance by the Issuer and/or any of the Joint Lead Underwriters and Joint Bookrunners of their respective obligations hereunder;
- (f) Any significant, adverse, and unforeseeable change or development in the Issuer's long-term financial condition, assets, liabilities, results of operations, business, properties, or profitability, which renders the Offer Bonds unsuitable for offering to the public;
- (g) The Issuer is compelled through an official order, decree, or ruling issued by any competent court or Governmental Authority to stop its operations, which is not remedied within five (5) Business Days from receipt by the Issuer of a formal notice of such decision by such competent court or Governmental Authority (as the case may be);
- (h) The Issuer shall be adjudicated bankrupt or insolvent, or shall admit in writing its inability to pay its debts as they mature, or shall make or threaten to make an assignment for the benefit of, or a composition or arrangement 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; and such receiver, trustee or similar officer shall be appointed; or the Issuer shall initiate or institute (by petition, application or otherwise), or consent to the institution of any bankruptcy, insolvency, reorganization, rehabilitation, arrangement, readjustment of debt, suspension of payment, dissolution, liquidation, corporate rehabilitation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted against the Issuer; or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against any material asset, or material part of the Issuer's assets; or any event occurs which under the laws of the Philippines or any applicable political subdivision thereof, has an effect equivalent to any of the foregoing;
- (i) A general banking moratorium is declared in the Philippines or a material disruption in commercial banking or securities settlement or clearance services occurs in the Philippines;
- (j) The commencement or the threatened commencement in writing by any entity, person or regulatory body of any public action, court proceeding, litigation, arbitration or other similar proceeding against the Joint Lead Underwriters and Joint Bookrunners in connection with or with respect to the issuance or sale by the

Issuer of the Offer Bonds or the Offer in general which renders the performance of their underwriting commitment impossible or impracticable;

- (k) Any court, arbitral tribunal, or Governmental Authority which has jurisdiction on the matter issues an order restraining or prohibiting the Joint Lead Underwriters and Joint Bookrunners, or directing them to cease, from performing their underwriting obligations which makes it impossible for the Joint Lead Underwriters and Joint Bookrunners to perform their underwriting obligations due to conditions beyond their control;
- (l) Unavailability of PDTC's facilities used for the Offer and/or listing prior to or on the target Issue Date and such unavailability effectively prevents the ability of the Issuer and the Joint Lead Underwriters and Joint Bookrunners to fully comply with the listing requirements of the PDEX, if the impact of such unavailability on the listing of the Offer Bonds remains unresolved after discussions between the Issuer and the Joint Lead Underwriters and Joint Bookrunners in good faith; and
- (m) Any force majeure event which, in the reasonable judgment of the Issuer, may have a material or adverse effect on the Issuer's long-term financial condition, assets, liabilities, results of operations, business, properties, or profitability.

Final Redemption

Unless otherwise earlier redeemed or purchased and cancelled, the Offer Bonds shall be redeemed at 100% of face value on their respective Maturity Dates. However, if the relevant Maturity Date is not a Business Day, payment of all amounts due on such date will be made by the Issuer through the Paying Agent, without adjustment to the amounts due, on the succeeding Business Day.

Each Bondholder in whose name the Offer Bonds are registered in the Registry of Bondholders at the close of business on the Record Date preceding the relevant Maturity Date shall be entitled to receive the principal amount of the Offer Bonds. In all cases, repayment of principal shall be remitted to the Bondholders in accordance with the terms of the Registry and Paying Agency Agreement.

Optional Redemption

The Issuer has the right, but not the obligation, to redeem (in whole but not in part) the outstanding Series B Bonds before the Maturity Date on any one of the Interest Payment Dates indicated below (the "**Optional Redemption Dates**"), or the immediately succeeding Business Day if such date is not a Business Day, in accordance with the following schedule:

Series B Bonds	
Optional Redemption Dates	Optional Redemption Price
Third (3 rd) anniversary of the Issue Date and every Interest Payment Date thereafter before the fourth (4 th) anniversary of the Issue Date	[101.0%]
Fourth (4 th) anniversary of the Issue Date and every Interest Payment Date thereafter before the Maturity Date	[100.50%]

provided, that if the relevant Optional Redemption Date falls on a day that is not a Business Day, then the payment of the Optional Redemption Price shall be made by the Issuer on the next Business Day, without adjustment

to the amount of interest and Optional Redemption Price to be paid. For the avoidance of doubt, the Bondholders shall not have any right to cause the Issuer to redeem the Series B Bonds pursuant to this Optional Redemption.

The amount payable to the Bondholders in respect of any such redemption shall be calculated, based on the principal amount of the Series B Bonds being redeemed, as the sum of: (i) accrued interest computed from the last Interest Payment Date up to the Optional Redemption Date; and (ii) the product of the principal amount of the Series B Bonds being redeemed and the Optional Redemption Price in accordance with the above table.

The Issuer shall give no more than sixty (60) nor less than thirty (30) days' prior written notice to the Trustee, Registrar and Paying Agent of its intention to redeem the Series B Bonds, which notice shall be irrevocable and binding upon the Issuer to effect such early redemption of the Series B Bonds on the Optional Redemption Date stated in such notice. Upon receipt by the Trustee of such notice, the Trustee through the Issuer shall secure from the Registrar and Paying Agent an updated list of Bondholders as of the Record Date indicated in the notice from the Issuer and provide written notices to all registered Bondholders of the intended early redemption. Each Bondholder in whose name the Series B Bonds subject of the early redemption are registered in the Registry of Bondholders at the close of business on the relevant Record Date shall be entitled to receive the interest and Optional Redemption Price. The Issuer shall pay the Bondholders in accordance with the terms of the Registry and Paying Agency Agreement.

**Redemption for
Taxation Reasons**

If payments under the Offer Bonds become subject to additional or increased taxes other than the taxes and rates of such taxes prevailing on the Issue Date as a result of certain changes in law, rule or regulation, or in the interpretation thereof, and such additional or increased rate of such tax cannot be avoided by use of reasonable measures available to the Issuer, the Issuer may redeem the Offer Bonds in whole, but not in part, on any Interest Payment Date (having given not more than sixty (60) nor less than thirty (30) days' prior written notice to the Trustee, the Registrar and Paying Agent) at par (or 100% of face value) and paid together with the accrued interest thereon, subject to the requirements of Applicable Law; provided that if the Issuer does not redeem the Offer Bonds then all payments of principal and interest in respect of the Offer Bonds shall be made free and clear of, and without withholding or deduction for, any such new or additional taxes, duties, assessments or governmental charges, unless such withholding or deduction is required by Applicable Law. In that event, the Issuer shall pay to the Bondholders concerned, such additional amount as will result in the receipt by such Bondholders of such amounts as would have been received by them had no such withholding or deduction for new or additional taxes been required.

Upon receipt by the Trustee of the above written notice from the Issuer, the Trustee through the Issuer shall secure from the Registrar an updated list of Bondholders as of the Record Date indicated in the notice from the Issuer and provide written notices to all registered Bondholders of the intended early redemption. Each Bondholder in whose name the Offer Bonds subject of the early redemption is registered in the Registry of Bondholders at the close of business on the relevant Record Date shall be entitled to receive the principal of the Offer Bonds subject of the early redemption and the interest accrued thereon. The Issuer shall pay the Bondholders in accordance with the terms of the Registry and Paying Agency Agreement.

For the avoidance of doubt, the Issuer shall not, in any case, be liable for Excluded Taxes. Please see "*Description of the Offer Bonds - Payment of*

Additional Amounts – Taxation” for the enumeration of Excluded Taxes in this Offer Supplement.

Accrued interest on the Offer Bonds to be redeemed under this section for the last Interest Payment Date up to the relevant redemption date shall be calculated on the basis of a 360-day year consisting of twelve (12) months of thirty (30) days each and, in the case of an incomplete month, the number of days elapsed on the basis of a month of thirty (30) days.

**Redemption by
Reason of Change in
Law or Circumstance**

The following events shall be considered as changes in law or circumstances (“**Change in Law or Circumstance**”) as it refers to the obligations of the Issuer and to the rights and interests of the Bondholders under the Trust Agreement and the Offer Bonds:

- (a) Any government and/or non-government consent, license, authorization, registration, or approval now or hereafter necessary to enable the Issuer to comply with its obligations under the Trust Agreement or the Offer Bonds shall be modified in a manner which, in the reasonable opinion of the Trustee, shall materially and adversely affect the ability of the Issuer to comply with such obligations, or shall be withdrawn or withheld.
- (b) Any provision of the Trust Agreement or any of the related documents is or shall become, for any reason, invalid, illegal or unenforceable to the extent that shall become for any reason unlawful for the Issuer to give effect to its rights or obligations hereunder, or to enforce any provisions of the Trust Agreement or any of the related documents in whole or in part, or any law shall be introduced to prevent or restrain the performance by the parties hereto of their obligations under the Trust Agreement or any other related documents.
- (c) Any concessions, permits, rights, franchise, or privileges required for the conduct of the business and operations of the Issuer shall be revoked, cancelled or otherwise terminated, or the free and continued use and exercise thereof shall be curtailed or prevented, in such manner as to materially and adversely affect the financial condition or operations of the Issuer.
- (d) The Republic of the Philippines or any competent authority thereof takes any action to suspend the whole or a substantial portion of the operations of the Issuer and to condemn, seize, nationalize, or appropriate (either with or without compensation) the Issuer or any material portion of its properties or assets, unless such act, deed or proceedings are contested in good faith by the Issuer.

If any one or more of the events enumerated as a Change of Law or Circumstance shall occur and be continuing for a period of thirty (30) days, the Majority Bondholders, by notice in writing delivered to the Issuer through the Trustee, after the lapse of the said thirty (30) day period, may declare the principal of the Offer Bonds, including all accrued interest, net of applicable withholding taxes, and other charges thereon, if any, to be immediately due and payable, and upon such declaration the same shall be immediately due and payable, without any prepayment penalty, anything contained in the Trust Agreement to be documented or in the Bonds to the contrary notwithstanding, subject to the notice requirements under the discussion on “*Description of the Offer Bonds – Notice of Default*”.

Each Bondholder in whose name the Offer Bonds are registered in the Registry of Bondholders at the close of business on the Record Date indicated in the notice to the Bondholders shall be entitled to receive the principal of the Offer Bonds and the interest accrued thereon. The Issuer

shall pay the Bondholders in accordance with the terms of the Registry and Paying Agency Agreement.

Accrued interest on the Offer Bonds to be redeemed under this section for the last Interest Payment Date up to the relevant redemption date shall be calculated on the basis of a 360-day year consisting of twelve (12) months of thirty (30) days each and, in the case of an incomplete month, the number of days elapsed on the basis of a month of thirty (30) days.

**Redemption by
Reason of Change of
Control**

Upon the occurrence of a Change of Control, Bondholders holding at least 2/3 of the outstanding principal amount of the Offer Bonds may require the Issuer to redeem all (but not some) of the Offer Bonds at one hundred percent (100%) of face value, which shall be paid together with the accrued interest thereon. Within fifteen (15) days following a Change of Control, the Issuer shall notify the Trustee, which shall, in turn, notify the Bondholders (i) that a Change of Control has occurred and that the Bondholders holding at least 2/3 of the outstanding principal amount of the Offer Bonds may require the Issuer to redeem all (and not some) of the Offer Bonds; and (ii) the date set by the Issuer for such repurchase (which shall not be earlier than forty-five (45) days and no later than sixty (60) days from the date written notice is received by the Trustee). Failure by the Issuer to provide the notice to the Trustee of the occurrence of such Change of Control shall be without prejudice to the Trustee providing the notice to the Bondholders as contemplated in this paragraph.

The decision of the Bondholders holding at least 2/3 of the outstanding principal amount of the Offer Bonds under this section shall be conclusive and binding upon all the Bondholders.

“Change of Control” means the acquisition, at any given time, by any person or persons acting in concert or any third person or persons acting on behalf of such person(s), whether directly or indirectly, of a controlling participation in the Issuer. For purposes of this paragraph, the word “controlling participation” means ownership of at least 51% of the total issued and outstanding voting capital stock, or the right to elect at least 51% of the total number of the members of the Board of Directors of the Issuer.

Each Bondholder in whose name the Offer Bonds are registered in the Registry of Bondholders at the close of business on the Record Date indicated in the notice to the Bondholders shall be entitled to receive the principal of the Offer Bonds and the interest accrued thereon. The Issuer shall pay the Bondholders in accordance with the terms of the Registry and Paying Agency Agreement.

Accrued interest on the Offer Bonds to be redeemed under this section for the last Interest Payment Date up to the relevant redemption date shall be calculated on the basis of a 360-day year consisting of twelve (12) months of thirty (30) days each and, in the case of an incomplete month, the number of days elapsed on the basis of a month of thirty (30) days.

**Purchase and
Cancellation**

The Issuer may purchase the Offer Bonds at any time in the open market or by tender or by contract, in accordance with PDEX Rules, as may be amended from time to time, without any obligation to make pro rata purchases from all the Bondholders. Offer Bonds so purchased shall be redeemed and cancelled and may not be re-issued.

Upon listing of the Offer Bonds in the PDEX, the Issuer shall disclose any such transaction in accordance with the applicable PDEX disclosure rules.

Status of the Bonds

The Offer Bonds shall constitute the direct, unconditional, unsubordinated and unsecured obligations of the Issuer and shall at all times rank *pari passu* and ratably without any preference or priority amongst themselves

and at least *pari passu* with all other present and future unsubordinated and unsecured indebtedness of the Issuer, contingent or otherwise, other than indebtedness mandatorily preferred by operation of law and not by contract, and preferred claims under any bankruptcy, insolvency, reorganization, moratorium, liquidation or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (but not the preference or priority established by Article 2244(14)(a) of the Civil Code of the Philippines), but in the event of insolvency, such financial obligations shall be absolute and unconditional only to the extent permitted by Applicable Law relating to creditors' rights generally.

Negative Pledge

The Issuer shall not, without the consent of the Majority Bondholders, permit any indebtedness for borrowed money to be secured by or to benefit from any mortgage, pledge, lien or encumbrance constituted on any of the Issuer's properties for the purpose of securing its or its Affiliate's obligation in favor of any creditor or class of creditors without providing the Bondholders with the same kind or class of security, the benefit of which is extended equally or ratably among them to secure the Offer Bonds, provided that the foregoing restrictions shall not apply to any Permitted Liens.

Financial Covenants of the Issuer

From the date of the Trust Agreement and for as long as the Offer Bonds or any portion thereof remains outstanding, and unless the Majority Bondholders shall otherwise consent in writing, the Issuer undertakes to maintain the following financial ratios, with testing to be done on an annual basis:

- (a) a Debt-to-Equity Ratio not exceeding [\bullet]
- (b) a Debt Service Coverage Ratio of at least [\bullet];
- (c) a Current Ratio of at least [\bullet]; and,
- (d) an Interest Coverage Ratio of at least [\bullet].

Please see discussion under the "*Description of the Offer Bonds – Financial Covenants*" for the definitions of the above ratios and other terms relating to these financial covenants of the Issuer.

No Sinking Fund

The Issuer has not established and currently does not intend to establish a sinking fund for the payment of the Offer Bonds.

Taxation

Interest income on the Offer Bonds is subject to a withholding tax at rates of between ten percent (10%) and twenty-five (25)% depending on the tax status of the relevant Bondholder under relevant law, regulation, or tax treaty. Except for such withholding tax and as otherwise provided, all payments of principal and interest are to be made free and clear of any deductions or withholding for or on account of any present or future taxes or duties imposed by or on behalf of the Philippines, including, but not limited to, issue, registration or any similar tax or other taxes and duties, including interest and penalties, if any. If such taxes or duties are imposed, the same shall be for the account of the Issuer; provided however that, the Issuer shall not be liable for the following ("**Excluded Taxes**"):

- (a) The withholding tax applicable on interest earned on the Offer Bonds prescribed under the Tax Code, as amended, and its implementing rules and regulations as may be in effect from time to time; provided, further, that all Bondholders are required to provide the Issuer through the Bondholders' Joint Lead Underwriter and Joint Bookrunner, Selling Agent or PDEX Trading Participant and endorsed to the Registrar and Paying Agent their validly issued tax identification numbers, issued by the BIR;
- (b) Gross Receipts Tax under Section 121 and 122 of the Tax Code;

- (c) Taxes on the overall income of any securities dealer or Bondholder, whether or not subject to withholding;
- (d) VAT under Sections 106 to 108 of the Tax Code, and as amended by Republic Act No. 9337; and
- (e) Any applicable taxes on any subsequent sale or transfer of the Offer Bonds by any holder which shall be for the account of such holder (or its buyer, as the holder and the buyer may have agreed upon).
- (f) Documentary stamp tax for the primary issue of the Offer Bonds and the execution of the Bond Agreements, if any, shall be for the Issuer's account.

Please see the section on "*Philippine Taxation*" in the Preliminary Prospectus for a more detailed discussion on the tax consequences of the acquisition, ownership, and disposition of the Offer Bonds.

Bond Rating

The Offer Bonds have been rated [PRS A plus with a Stable Outlook] by PhilRatings as of [April 30, 2026].

Obligations rated PRS Aa plus are of high quality and are subject to very low credit risk. [Furthermore, a Stable Outlook is assigned when a rating is likely to be maintained or to remain unchanged in the next twelve (12) months]. In coming up with the rating, PhilRatings considered the Issuer's business portfolio, business plans, growth and cash flows. The rating and outlook reflect the following key considerations: [•]

A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency.

The rating is subject to regular annual review, or more frequently as market developments may dictate, for as long as the Offer Bonds are outstanding.

After the Issue Date, the Trustee shall monitor the compliance of the Offer Bonds with the regular annual reviews.

Transfer of the Bonds

Trading of the Offer Bonds will be coursed through a PDEX Trading Participant subject to the applicable PDEX rules and conventions. Trading, transfer and/or settlement of the Bonds shall be performed in accordance with the PDTC rules and procedures to be set by the Issuer and the Registrar. Upon any assignment of the Bonds, title thereto will pass by recording of the transfer from the transferor to the transferee in the Registry of Bondholders to be maintained by the Registrar.

For a detailed discussion on transfer of the bonds, please refer to the section on "*Description of the Offer Bonds – Transfer of the Bonds*" in this Offer Supplement.

Own Risk

Investment in the Offer Bonds is not covered by the Philippine Deposit Insurance Corporation. Any loss or depreciation in the value of the assets of the Bondholders, resulting from the investments or reinvestment in the Offer Bonds and the regular conduct of the Trustee's trust business shall be for the account of the Bondholder.

Please refer to the section on "*Risk Factors*" in the Preliminary Prospectus which, while not intended to be an exhaustive enumeration of all risks, must be considered in connection with a purchase of the Offer Bonds.

Governing Law

Philippine law

Indicative Timetable

Target SEC Pre-effective Approval	[June 18, 2026]
Interest Rate Setting Date	[June 18, 2026]
Receipt of the SEC Permit to Sell	[June 19, 2026]
Offer Period	[June 22 – 26, 2026]
Issue Date	[July 3, 2026]

DESCRIPTION OF OFFER BONDS

The following does not purport to be a complete listing of all the rights, obligations, or privileges of the Offer Bonds. Some rights, obligations, or privileges may be further limited or restricted by other documents. Prospective investors are enjoined to carefully review the articles of incorporation, by-laws and resolutions of the Board of Directors of ABCI submitted to the SEC, the information contained in this Offer Supplement, the Trust Agreement, Registry and Paying Agency Agreement (“RPAA”), Underwriting Agreement, and other documents relevant to the Offer, Applicable Law, rules and regulations of PDTC and PDEX relevant to the Offer, and to perform their own independent investigation and analysis of the Issuer and the Offer Bonds. Prospective Bondholders must make their own appraisal of the Issuer and the Offer, and must make their own independent verification of the information contained herein and the other aforementioned documents and any other investigation they may deem appropriate for the purpose of determining whether to participate in the Offer. They must not rely solely on any statement or the significance, adequacy or accuracy of any information contained herein. The information and data contained herein are not a substitute for the prospective investor’s independent evaluation and analysis. Prospective Bondholders are likewise encouraged to consult their legal counsels and accountants in order to be better advised of the circumstances surrounding the Offer Bonds.

The offer and issuance of the Offer Bonds was authorized by a resolution of the Board of Directors of the Company on [April 28, 2026]. The Offer Bonds shall be issued as the initial tranche from the Issuer’s ₱12,000,000,000.00 fixed rate bonds registered with the SEC. The Offer Bonds will be issued on [July 3, 2026] (the “**Issue Date**”) and will comprise of fixed rate bonds to be issued in two (2) series: 3-year Series A Bonds due 2029 and 5-year Series B Bonds due 2031.

The Offer Bonds shall be governed by a Trust Agreement dated [April 28, 2026] between the Issuer and PNB Trust Banking Group as Trustee. The Trustee has no interest in or relation to the Issuer which may conflict with the performance of its functions. The description of the terms and conditions of the Offer Bonds set out below includes summaries of, and is subject to, the detailed provisions of the Trust Agreement.

A Registry and Paying Agency Agreement in relation to the Offer Bonds was executed on [April 28, 2026] between the Issuer and PDTC as Registrar and Paying Agent. PDTC has no interest in or relation to the Issuer which may conflict with the performance of its functions.

Copies of the Trust Agreement and the Registry and Paying Agency Agreement are available for inspection during normal business hours at the specified offices of the Trustee. The Bondholders are entitled to the benefit of, are bound by, and are deemed to have notice of all the provisions of the Trust Agreement and all the provisions of the RPAA applicable to them.

Form and Denomination

The Offer Bonds shall be issued in scripless form. A Master Certificate of Indebtedness representing the Series A Bonds and Series B Bonds sold in the Offer shall be issued in the name of the Trustee for the benefit of the Bondholders.

The Offer Bonds shall be issued in minimum denominations of ₱50,000 each, and in integral multiples of ₱10,000 thereafter, and traded in denominations of ₱10,000 in the secondary market.

Title

Legal title to the Offer Bonds will be shown in the Registry maintained by the Registrar. A notice confirming the principal amount of the Offer Bonds purchased by each applicant in the Offer shall be issued by the Registrar to all Bondholders following the Issue Date. Upon any assignment, title to the Offer Bonds shall pass by recording of the transfer from the transferor to the transferee in the Registry maintained by the Registrar. Settlement in respect of such transfer or change of title to the Offer Bonds, including the settlement of any cost arising from such transfer or change, including, but not limited to, documentary stamps taxes, if any, shall be for the account of the relevant Bondholder or the transferee, as applicable.

BOND RATING

The Offer Bonds have been rated [PRS A plus] by PhilRatings with a Stable Outlook. [PRS Aa plus] is the third highest rating assigned by PhilRatings.

A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency.

The rating is subject to regular annual review, or more frequently as market developments may dictate, for as long as the Offer Bonds are outstanding. After Issue Date, the Trustee shall monitor the compliance of the Offer Bonds with the regular annual reviews.

TRANSFER OF THE BONDS

Registry of Bondholders

The Issuer will cause the Registry to be kept by the Registrar in electronic form. The names and addresses of the Bondholders and the particulars of the Offer Bonds held by them and of all transfers and assignments of the Offer Bonds, including any liens and encumbrances thereon, shall be entered into the Registry. Transfers of ownership shall be effected through book-entry transfers in the scripless Registry.

As required by Circular No. 428-04 issued by the BSP, as amended, the Registrar shall send each Bondholder a written statement of registry holdings at least every quarter (at the cost of the Issuer), and a written advice confirming every receipt or transfer of the Offer Bonds that is effected in the Registrar's system. Such statement of registry holdings shall serve as the confirmation of ownership of the relevant Bondholder as of the date thereof. Any requests of Bondholders for certifications, reports or other documents from the Registrar, except as provided herein, shall be for the account of the requesting Bondholder. No transfer of the Offer Bonds may be made during the Closed Period (as defined below).

Initial placement of the Offer Bonds and subsequent transfers of interests in the Offer Bonds shall be subject to applicable prevailing Philippine selling restrictions.

Transfers; Tax Status

Trading of the Offer Bonds will be coursed through a PDEX Trading Participant subject to the applicable PDEX Rules. Trading, transfer and/or settlement of the Offer Bonds shall be performed in accordance with the PDTC rules and procedures to be set by the Issuer and the Registrar and Paying Agent. Upon any assignment of the Offer Bonds, title thereto will pass by recording of the transfer from the transferor to the transferee in the Registry of Bondholders.

Settlement in respect of such transfers or change of title to the Offer Bonds, including the settlement of any documentary stamps taxes, if any, arising from subsequent transfers, shall be for the account of the relevant Bondholder or the transferee, as applicable.

Subject to the provisions of the Registry and Paying Agency Agreement, the relevant rules, conventions and guidelines of PDEX and PDTC, the Bondholders may not transfer their Offer Bonds as follows:

- (a) transfers across Tax Categories shall not be allowed except on Interest Payment Dates that fall on a Business Day; provided, however, that transfers from a tax-exempt Tax Category to a taxable Tax Category on a date other than an Interest Payment Date shall be allowed using the applicable tax withheld series name of PDEX, ensuring the computations are based on the final withholding tax rate of the taxable party to the trade. Should this transaction occur, the tax-exempt person shall be treated as being of the same Tax Category as its taxable counterparty for the Interest Period within which such transfer occurred; provided, finally, that this restriction shall be in force until a Non-Restricted Trading & Settlement Environment for Corporate Securities is implemented. For purposes hereof, "**Tax Categories**" shall refer to the four (4) final withholding tax categories in the PDEX system covering, particularly, tax-exempt persons, 20% tax-withheld persons, 25% tax-withheld persons, and 30% tax-withheld persons, as such categories may be revised, amended or supplemented by PDEX in accordance with its rules and applicable law;
- (b) transfers by Bondholders with deficient documents; and
- (c) transfers during a Closed Period. For purposes hereof, "**Closed Period**" means, with respect to

each series of the Offer Bonds, the period during which the Registrar shall not register any transfer or assignment of the relevant series of the Bonds, specifically: (i) the period of two (2) Business Days preceding any Interest Payment Date or the Maturity Date the relevant series of the Bonds; or (ii) with respect to the Optional Redemption, the period commencing on the Record Date indicated in the relevant notice delivered in respect of the Optional Redemption, as the case may be, until the relevant Redemption Date.

Transfers taking place in the Registry after the Offer Bonds are listed on PDEX may be allowed between taxable and tax-exempt entities 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.

A Bondholder claiming tax-exempt status is required to submit to the Registry the required tax-exempt documents as detailed in the RPAA upon submission of the account opening documents to the Registrar. Please see the section on “*Description of the Offer Bonds – Tax-Exempt Status or Entitlement to Preferential Tax Rate*” for a detailed discussion on the requirements for claiming a preferential tax status.

Notwithstanding the submission by the Bondholder, or the receipt by the Issuer, the Registrar, a Joint Lead Underwriter and Bookrunner or a Selling Agent of documentary proof of the tax-exempt status or entitlement to a preferential tax rate of a Bondholder, the Issuer may, in its sole and reasonable discretion, determine that such Bondholder is taxable and require the Registrar and Paying Agent to proceed to apply the tax due on the Offer Bonds. Any question on such determination shall be referred to the Issuer.

The Bondholders shall be responsible for monitoring and accurately reflecting their tax status in the Registry of Bondholders. The payment report to be prepared by the Registrar and submitted to the Issuer in accordance with the RPAA, which shall be the basis of payments on the Offer Bonds on any Interest Payment Date, shall reflect the tax status of the Bondholders as indicated in their accounts as of the Record Date.

Secondary Trading of the Bonds

The Issuer intends to list the Offer Bonds on PDEX for secondary market trading and, for that purpose, the Issuer intends to file an application for such listing. However, there can be no assurance that such a listing will actually be achieved or whether such a listing will materially affect the liquidity of the Offer Bonds on the secondary market. Such listing would be subject to the Issuer’s execution of a listing agreement with PDEX that may require the Issuer to make certain disclosures, undertakings and payments on an ongoing basis.

For so long as any of the Offer Bonds are listed on PDEX, the Offer Bonds will be traded in the secondary market in a minimum board lot size of ₱10,000, and in multiples of ₱10,000 in excess thereof. Secondary market trading in PDEX shall follow the applicable PDEX rules, including rules, conventions and guidelines governing trading and settlement between Bondholders of different tax status, and shall be subject to the relevant fees of PDEX and PDTC, all of which shall be for the account of the Bondholders.

RANKING

The Offer Bonds shall constitute the direct, unconditional, unsecured, and unsubordinated obligations of the Issuer ranking at least *pari passu* and ratably without any preference or priority among themselves and at least *pari passu* with all other unsecured and unsubordinated indebtedness of the Issuer, whether now existing or hereafter outstanding, contingent or otherwise, other than obligations mandatorily preferred by law, and preferred claims under any bankruptcy, insolvency, reorganization, moratorium, liquidation or other similar laws affecting the enforcement of creditors’ rights generally and by general principles of equity (but not the preference or priority established by Article 2244(14)(a) of the Civil Code of the Philippines).

INTEREST AND INTEREST PAYMENT DATES

Interest

The Series A Bonds shall have a term of three (3) years from Issue Date with a fixed interest rate equivalent to [●]% per annum.

The Series B Bonds shall have a term of five (5) years from Issue Date with a fixed interest rate equivalent to [●]% per annum.

Interest Payment Dates

The Offer Bonds shall bear interest on its principal amount from and including Issue Date, payable quarterly in arrears on and [January 3], [April 3], [July 3], and [October 3] of each year, commencing on [October 3, 2026], or the subsequent Business Day without adjustment for accrued interest, if such Interest Payment Date falls on a non-Business Day (each of which, for purposes of this clause is an “**Interest Payment Date**”).

The cut-off date in determining the existing Bondholders entitled to receive Interest, principal and/or such other payments that may be due on the Offer Bonds shall be two (2) Business Days immediately preceding the relevant Payment Date or such other date as the Issuer may duly notify PDTC (the “**Record Date**”). The Record Date shall be the reckoning date in determining the Bondholders entitled to receive interest or any other amount due under the Offer Bonds.

Interest Accrual

The Offer Bonds shall cease to bear interest from and including the relevant Maturity Date or the relevant Redemption Date, as discussed under “*Description of the Offer Bonds - Redemption and Purchase*” below, unless (a) the Offer Bonds are redeemed at an earlier date in accordance with the terms and conditions of the Offer Bonds, or (b) upon due presentation, payment of the principal in respect of the Offer Bonds then outstanding is not made, is improperly withheld or refused, in which case the Penalty Interest (see “*Description of the Offer Bonds - Penalty Interest*” below) shall apply.

Calculation of Interest

The interest shall be calculated on a European 30/360-day count basis, regardless of the actual number of days in a month.

REDEMPTION AND PURCHASE

Final Redemption

The maturity dates of the Offer Bonds (the “Maturity Date”) are as follows:

- (a) Series A Bonds: the third (3rd) anniversary of the Issue Date, or on [July 3, 2029]; and
- (b) Series B Bonds: the fifth (5th) anniversary of the Issue Date, or on [July 3, 2031],

provided that, in the event that such Maturity Date falls on a day that is not a Business Day, the relevant Maturity Date shall be the immediately succeeding Business Day, without adjustment to the amount of interest and principal to be paid; provided further that if the Issue Date is set at a date other than [July 3, 2026], then the Maturity Date will be adjusted automatically to the date falling on: (i) in respect of the Series A Bonds, the third (3rd) anniversary of the Issue Date, and (ii) in respect of Series B Bonds, the fifth (5th) anniversary of the Issue Date.

Unless the Offer Bonds are otherwise earlier redeemed or purchased and cancelled, the Issuer shall redeem the Offer Bonds at one hundred percent (100%) of face value on their Maturity Dates. However, if the relevant Maturity Date is not a Business Day, payment of all amounts due on such date will be made by the Issuer through the Paying Agent, without adjustment to the amounts due, on the succeeding Business Day.

Each Bondholder in whose name the Offer Bonds is registered in the Registry of Bondholders at the close of business on the Record Date preceding the relevant Maturity Date shall be entitled to receive the principal amount of the Offer Bonds. In all cases, repayment of principal shall be remitted to the Bondholders in accordance with the terms of the Registry and Paying Agency Agreement.

Optional Redemption

Prior to final maturity, the Issuer shall have the right, but not the obligation, to redeem (in whole but not in part), the outstanding Series B Bonds before the Maturity Date on any one of the Interest Payment Dates indicated below (the “**Optional Redemption Dates**”), or the immediately succeeding Business Day if such date is not a Business Day, in accordance with the following schedule:

Series B Bonds	
Optional Redemption Date	Optional Redemption Price
Third (3 rd) anniversary of the Issue Date and every Interest Payment Date thereafter before the fourth (4 th) anniversary of the Issue Date	[101.00]%
Fourth (4 th) anniversary of the Issue Date and every Interest Payment Date thereafter before the Maturity Date	[100.50]%

provided, that if the relevant Optional Redemption Date falls on a day that is not a Business Day, then the payment of the Optional Redemption Price shall be made by the Issuer on the next Business Day, without adjustment to the amount of interest and Optional Redemption Price to be paid. For the avoidance of doubt, the Bondholders shall not have any right to cause the Issuer to redeem the Bonds pursuant to this Optional Redemption.

The amount payable to the Bondholders in respect of an Optional Redemption exercise shall be calculated, based on the principal amount of the Series B Bonds being redeemed, as the sum of (i) accrued interest computed from the last Interest Payment Date up to the relevant Optional Redemption Date; and (ii) the product of the principal amount of the Series B Bonds being redeemed and a designated premium (the “**Optional Redemption Price**”) in accordance with the table above.

The Issuer shall give no more than sixty (60) nor less than thirty (30) days’ prior written notice to the Trustee, Registrar and Paying Agent of its intention to redeem the Series B Bonds, which notice shall be irrevocable and binding upon the Issuer to effect such early redemption of the Series B Bonds on the Optional Redemption Date stated in such notice. Upon receipt by the Trustee of such notice, the Trustee through the Issuer shall secure from the Registrar and Paying Agent an updated list of Bondholders as of the Record Date indicated in the notice from the Issuer and provide written notices to all registered Bondholders of the intended early redemption. Each Bondholder in whose name the Series B Bonds subject of the early redemption is registered in the Registry of Bondholders at the close of business on the relevant Record Date shall be entitled to receive the interest and Optional Redemption Price. The Issuer shall pay the Bondholders in accordance with the terms of the Registry and Paying Agency Agreement.

Redemption for Taxation Reasons

If payments under the Offer Bonds become subject to additional or increased taxes other than the taxes and rates of such taxes prevailing on the Issue Date as a result of certain changes in law, rule or regulation, or in the interpretation thereof, and such additional or increased rate of such tax cannot be avoided by use of reasonable measures available to the Issuer, the Issuer may redeem the Offer Bonds in whole, but not in part, on any Interest Payment Date (having given not more than sixty (60) nor less than thirty (30) days’ prior written notice to the Trustee, the Registrar and Paying Agent) at par (or 100% of face value) and paid together with the accrued interest thereon, subject to the requirements of Applicable Law; provided that if the Issuer does not redeem the Offer Bonds then all payments of principal and interest in respect of the Offer Bonds shall be made free and clear of, and without withholding or deduction for, any such new or additional taxes, duties, assessments or governmental charges, unless such withholding or deduction is required by Applicable Law. In that event, the Issuer shall pay to the Bondholders concerned, such additional amount as will result in the receipt by such Bondholders of such amounts as would have been received by them had no such withholding or deduction for new or additional taxes been required.

Upon receipt by the Trustee of a written notice from the Issuer hereunder, the Trustee through the Issuer shall secure from the Registrar an updated list of Bondholders as of the Record Date indicated in the notice from the Issuer and provide written notices to all registered Bondholders of the intended early redemption. Each Bondholder in whose name the Offer Bonds subject of the early redemption are registered in the Registry at the close of business on the relevant Record Date shall be entitled to receive the principal of the Offer Bonds subject of the early redemption and the interest accrued thereon. The Issuer shall pay the Bondholders in accordance with the terms of the Registry and Paying Agency Agreement.

For the avoidance of doubt, the Issuer shall not, in any case, be liable for Excluded Taxes. Please see “*Description of Bonds - Payment of Additional Amounts – Taxation*” for the enumeration of Excluded Taxes.

Accrued interest on the Offer Bonds to be redeemed under this section for the last Interest Payment Date up to the relevant redemption date shall be calculated on the basis of a 360-day year consisting of twelve (12) months of thirty (30) days each and, in the case of an incomplete month, the number of days elapsed on the basis of a month of thirty (30) days.

Redemption by Reason of Change in Law or Circumstance

Upon the occurrence of a Change in Law or Circumstance (as enumerated below), the Issuer may redeem the Offer Bonds in whole, but not in part (having given not more than sixty (60) days' nor less than thirty (30) days' written notice to the Trustee, the Registrar and the Paying Agent, at par (or 100% of face value) and paid together with the accrued interest thereon.

Each of the following events shall be considered as a change in law or circumstances ("**Change in Law or Circumstance**") as it refers to the obligations of the Issuer and to the rights and interests of the Bondholders under the Trust Agreement and the Offer Bonds:

- (a) Any government and/or non-government consent, license, authorization, registration, or approval now or hereafter necessary to enable the Issuer to comply with its obligations under the Trust Agreement or the Offer Bonds shall be modified in a manner which, in the reasonable opinion of the Trustee, shall materially and adversely affect the ability of the Issuer to comply with such obligations, or shall be withdrawn or withheld.
- (b) Any provision of the Trust Agreement or any of the related documents is or shall become, for any reason, invalid, illegal or unenforceable to the extent that it shall become for any reason unlawful for the Issuer to give effect to its rights or obligations hereunder, or to enforce any provisions of the Trust Agreement or any of the related documents in whole or in part, or any law shall be introduced to prevent or restrain the performance by the parties thereto of their obligations under the Trust Agreement or any other related documents.
- (c) Any concessions, permits, rights, franchise, or privileges required for the conduct of the business and operations of the Issuer shall be revoked, cancelled or otherwise terminated, or the free and continued use and exercise thereof shall be curtailed or prevented, in such manner as to materially and adversely affect the financial condition or operations of the Issuer.
- (d) The Republic of the Philippines or any competent authority thereof takes any action to suspend the whole or a substantial portion of the operations of the Issuer and to condemn, seize, nationalize, or appropriate (either with or without compensation) the Issuer or any material portion of its properties or assets, unless such act, deed or proceedings are contested in good faith by the Issuer.

If any one or more of the events enumerated as a Change in Law or Circumstance shall occur and be continuing for a period of thirty (30) days, the Majority Bondholders, by notice in writing delivered to the Issuer through the Trustee, after the lapse of the said thirty (30)-day period, may declare the principal of the Offer Bonds in whole, and not in part only, including all accrued interest, net of applicable withholding taxes, and other charges thereon, if any, to be immediately due and payable, and upon such declaration the same shall be immediately due and payable, without any prepayment penalty, anything contained in the Trust Agreement to be documented or in the Offer Bonds to the contrary notwithstanding, subject to the notice requirements under the discussion on "*Description of the Offer Bonds – Notice of Default.*"

Each Bondholder in whose name the Offer Bonds are registered in the Registry of Bondholders at the close of business on the Record Date indicated in the notice to the Bondholders shall be entitled to receive the principal of the Bonds and the interest accrued thereon. The Issuer shall pay the Bondholders in accordance with the terms of the Registry and Paying Agency Agreement.

Accrued interest on the Offer Bonds to be redeemed under this section for the last Interest Payment Date up to the relevant redemption date shall be calculated on the basis of a 360-day year consisting of twelve (12) months of thirty (30) days each and, in the case of an incomplete month, the number of days elapsed on the basis of a month of thirty (30) days.

Redemption by Reason of Change of Control

Upon the occurrence of a Change of Control, Bondholders holding at least 2/3 of the outstanding principal amount of the Offer Bonds may require the Issuer to redeem all (but not some) of the Offer Bonds, at par (or 100% of face value), which shall be paid together with the accrued interest thereon. Within fifteen (15)

days following a Change of Control, the Issuer shall notify the Trustee, which shall, in turn, notify the Bondholders (i) that a Change of Control has occurred and that the Bondholders holding at least 2/3 of the outstanding principal amount of the Offer Bonds may require the Issuer to redeem all (but not some) of the Offer Bonds, and (ii) the date set by the Issuer for such redemption (which shall not be earlier than forty-five (45) days and no later than sixty (60) days from the date written notice is received by the Trustee). Failure by the Issuer to provide the notice to the Trustee of the occurrence of such Change of Control shall be without prejudice to the Trustee providing the notice to the Bondholders as contemplated in this paragraph.

The decision of the Bondholders holding at least 2/3 of the outstanding principal amount of the Offer Bonds under this section shall be conclusive and binding upon all the Bondholders.

“Change of Control” means the acquisition, at any given time, by any person or persons acting in concert or any third person or persons acting on behalf of such person(s), whether directly or indirectly, of a controlling participation in the Issuer. For purposes of this paragraph, the word “controlling participation” means ownership of at least 51% of the total issued and outstanding voting capital stock, or the right to elect at least 51% of the total number of the members of the Board of Directors of the Issuer.

Each Bondholder in whose name the Bonds are registered in the Registry of Bondholders at the close of business on the Record Date indicated in the notice to the Bondholders shall be entitled to receive the principal of the Bonds and the interest accrued thereon. The Issuer shall pay the Bondholders in accordance with the terms of the Registry and Paying Agency Agreement.

Accrued interest on the Offer Bonds to be redeemed under this section for the last Interest Payment Date up to the relevant redemption date shall be calculated on the basis of a 360-day year consisting of twelve (12) months of thirty (30) days each and, in the case of an incomplete month, the number of days elapsed on the basis of a month of thirty (30) days.

Purchase and Cancellation

The Issuer may purchase the Offer Bonds at any time in the open market or by tender or by contract, in accordance with PDEX Rules, as may be amended from time to time, without any obligation to make pro rata purchases from all the Bondholders. Offer Bonds so purchased shall be redeemed and cancelled and may not be re-issued.

Upon listing of the Offer Bonds in the PDEX, the Issuer shall disclose any such transaction in accordance with the applicable PDEX disclosure rules.

Payments

The principal of, interests on, and all other amounts payable on the Offer Bonds shall be paid to the Bondholders through the Paying Agent. The Paying Agent shall credit the proper amounts received from the Issuer via RTGS, net of final taxes and fees (if any), to the cash settlement banks of the Bondholders (nominated by the Bondholders in the Application to Purchase or as the Bondholder may notify the Paying Agent in writing), for onward remittance to the relevant cash settlement account of the Bondholder with the cash settlement bank. The principal of, and interest on, the Offer Bonds shall be payable in Philippine Pesos.

In the event that the details of the cash settlement account indicated by the relevant Bondholder in the Application to Purchase are incomplete or erroneous, or the cash settlement account of the relevant Bondholders has been closed, is dormant, or is inexistent, due to which payments to the Bondholders cannot be effected in a timely manner, and the Paying Agent does not receive any notice from the Bondholder as described in the Application to Purchase, the relevant cash settlement bank shall handle such funds in accordance with its own internal procedures until the correction of the cash settlement account is effected and until credit of the relevant cash entitlement is completed. In these cases, the Issuer and the Registrar and Paying Agent shall not be liable to the relevant Bondholder for any failure or delay in the Bondholder’s receipt of such payments.

In these cases, the Issuer and the Paying Agent shall not be liable to the relevant Bondholder for any failure or delay in the Bondholder’s receipt of such payments.

As mentioned above, the Record Date, which is the cut-off date in determining the existing Bondholders entitled to receive interest, principal, or any other amount due under the Offer Bonds, shall be two (2)

Business Days immediately preceding the relevant Payment Date or such other date as the Issuer may duly notify PDTC. The Record Date shall be the reckoning date in determining the Bondholders entitled to receive interest, principal, or any other amount due under the Offer Bonds. No transfers of the Offer Bonds may be made during the Closed Period.

The Issuer shall ensure that so long as any of the Offer Bonds remain outstanding, there shall at all times be a Paying Agent for purposes of the Offer Bonds and the Issuer or the Paying Agent may only terminate the appointment of the Paying Agent as provided in the RPAA. In the event the appointed office of any institution shall be unable or unwilling to continue to act as the Paying Agent, the Issuer shall appoint such other leading institution in the Philippines authorized to act in its place.

Payment of Additional Amounts – Taxation

Interest income on the Offer Bonds is subject to a final withholding tax at rates between ten percent (10%) and twenty-five (25%), depending on the tax status of the relevant Bondholder under relevant law, regulation or tax treaty. Except for such final withholding tax and as otherwise provided, all payments of principal and interest are to be made free and clear of any deductions or withholding for or on account of any present or future taxes or duties imposed by or on behalf of the Philippines, including but not limited to, issue, registration or any similar tax or other taxes and duties, including interest and penalties, if any. If such taxes or duties are imposed, the same shall be for the account of the Issuer; provided however that, the Issuer shall not be liable for the following (“**Excluded Taxes**”):

- (a) The withholding tax applicable on interest earned on the Offer Bonds prescribed under the Tax Code, as amended, and its implementing rules and regulations as may be in effect from time to time; provided, further, that all Bondholders are required to provide the Issuer through the Bondholders’ Selling Agent or PDEX Trading Participant and endorsed to the Registrar and Paying Agent their validly issued tax identification numbers issued by the BIR;
- (b) Gross Receipts Tax under Section 121 of the Tax Code;
- (c) Taxes on the overall income of any securities dealer or Bondholder, whether or not subject to withholding;
- (d) Value Added Tax under Sections 106 to 108 of the Tax Code, as amended by Republic Act No. 9337; and
- (e) Any applicable taxes on any subsequent sale or transfer of the Offer Bonds by any holder which shall be for the account of such holder (or its buyer, as the holder and the buyer may have agreed upon).
- (f) Documentary stamp tax for the primary issue of the Offer Bonds and the execution of the Bond Agreements, if any, shall be for the Issuer’s account.

Please see the section on “*Philippine Taxation*” on page [•] of the Preliminary Prospectus for a more detailed discussion on the tax consequences of the acquisition, ownership and disposition of the Offer Bonds.

Tax-Exempt Status or Entitlement to Preferential Tax Rate

An investor (which is referred to below as “Bondholder” (which term, for purposes of this section, includes an Applicant) who is claiming exemption from the aforesaid withholding tax, or that it/he/she is subject to a preferential withholding tax rate shall be required to submit the following requirements, subject to acceptance by the Issuer as being sufficient in form and substance:

- (a) BIR-certified true copy of a valid, current, and subsisting tax exemption certificate, ruling or opinion issued by the BIR and addressed to the Bondholder, confirming its/his/her exemption or its/his/her entitlement to the preferential rate, as required under BIR Revenue Memorandum Circular No. 8-2014 including any clarification, supplement or amendment thereto, and for tax-exempt Personal Equity Retirement Account (“**PERA**”) established pursuant to PERA Act of 2008, a certified true copy of the Bondholder’s current, valid and subsisting Certificate of Accreditation as PERA Administrator;

(b) with respect to tax treaty relief, the Issuer may apply the preferential tax treaty rate on the interest income of the non-resident foreign Bondholder by relying on the submission by such Bondholder of the following documents before the interest income is paid or, if the Bondholder is a fiscally transparent entity, on the submission of each of the Bondholder's owners or beneficiaries:

- (i) three (3) originals of a duly signed and executed application form for tax treaty purposes (BIR Form 0901-I (Tax Treaty Relief Application for Interest Income)) or if the Bondholder is a fiscally transparent entity, the following must also be attached to the duly signed and executed BIR Form 0901-I: (a) a copy of the law of the foreign country showing that tax is imposed on the owners or beneficiaries of the foreign fiscally transparent entity; (b) list of owners/beneficiaries of the foreign entity; and (c) proof of ownership of the foreign entity, in the form acceptable for recognition under Philippine laws;
- (i) an authenticated or apostilled tax residency certificate/s (TRCs) duly issued by the relevant foreign tax authority in favor of the Bondholder, or if the Bondholder is a fiscally transparent entity, in favor of each of the Bondholder's non-resident foreign owners or beneficiaries, in the form acceptable for recognition under Philippine laws, and which should be updated for such relevant years as required under existing Philippine tax rules and regulations and/or the terms and conditions in the BIR approval document/s;
- (ii) the relevant provision of the applicable tax treaty providing for the claimed tax exemption or preferential tax rate, in a form acceptable to the Issuer; and
- (iv) three (3) originals of the duly notarized and consularized or apostilled (as the case may be), if executed outside of the Philippines, Special Power of Attorney executed by the Bondholder or the Bondholder's owners or beneficiaries, as may be applicable, in favor of the authorized representative (if the Application Form for Treaty Purposes and other documents are accomplished by an authorized representative) and confirmation acceptable to the Issuer that the Bondholder or the Bondholder's owners or beneficiaries is/are not doing business in the Philippines to support the applicability of a tax treaty relief.

Prior to the payment of subsequent interests due, the Issuer may apply the preferential tax treaty rate on the interest income of the non-resident foreign Bondholder upon the submission of the following documents:

- (i) three (3) originals of a duly signed and executed application form for tax treaty purposes (BIR Form 0901-I (Tax Treaty Relief Application for Interest Income));
- (ii) an authenticated or apostilled tax residency certificate/s (TRCs) duly issued by the relevant foreign tax authority in favor of the Bondholder, or if the Bondholder is a fiscally transparent entity, in favor of each of the Bondholder's non-resident foreign owners or beneficiaries, in the form acceptable for recognition under Philippine laws, if the validity period of the previously issued tax residency certificate has already lapsed; and
- (iii) other additional documents as may be required by the Issuer or pursuant to applicable tax regulations, which shall be submitted by the Bondholder or Registrar and Paying Agent to the Issuer no later than the first (1st) day of the month when such subsequent interest payment/s shall fall due and, if applicable, including any clarification, supplement or amendment thereto.

Failure to submit these documents will lead to withholding using the regular tax rates prescribed under the Tax Code, as amended, for non-resident foreign corporations or non-resident aliens not engaged in trade or business in the Philippines, as the case may be, and not the treaty rate.

If the tax treaty rate was applied by the Issuer based on the representations and supporting documents provided by the Bondholder, the Bondholder (either directly or through its duly authorized representatives) will file with the BIR's International Tax Affairs Division ("ITAD") a request for confirmation of the use of the tax treaty rate no later than the last day of the fourth (4th) month following the close of the relevant taxable year after the payment of the withholding tax with supporting documents specified in Revenue Memorandum Order No. 14-2021 and in relation to Revenue Memorandum Circular No. 77-2021 and its allied BIR issuances, as may be amended from time to time. In relation thereto, the Issuer requires that copies of the BIR-stamped "Received" request for confirmation (with the complete accompanying documents) be provided by the

Bondholder to the Issuer within sixty (60) days from the payment of the interest income to the Bondholder (either directly or through its duly authorized representatives), and without need of prior request or demand from the Issuer. The Bondholder shall submit to the Issuer the original of the Certificate of Entitlement to Treaty Benefit issued by the BIR within ten (10) days from the Bondholder's receipt of the Certificate of Entitlement to Treaty Benefit. The Bondholder shall ensure compliance with the requisites under the Certificate of Entitlement to Treaty Benefit for entitlement to the tax treaty benefits.

If the BIR determines that the withholding tax rate used is lower than the applicable tax rate that should have been applied, or that the non-resident taxpayer is not entitled to treaty benefits, the request for confirmation will be denied and the BIR will require the Issuer to pay the deficiency taxes with penalties. In such case, the Bondholder, as the ultimate income earner, shall either advance to the Issuer or reimburse the Issuer, at the option of the Issuer, the total amount of deficiency taxes and penalties imposed by the BIR, as well as all other reasonable and necessary fees that may be incurred by the Issuer as a result of the denial of the BIR application.

In case the Issuer used the regular tax rate under the Tax Code, the non-resident foreign Bondholder may file a tax treaty relief application with ITAD after it has received the interest income with supporting documents specified in Revenue Memorandum Order No. 14-2021 in relation to Revenue Memorandum Circular No. 77-2021. If the BIR determines that the withholding tax rate applied is higher than the rate that should have been applied, the BIR will issue a certificate confirming the non-resident income recipient's entitlement to treaty benefits, and the Bondholder may apply for a refund of excess withholding tax with the BIR within the two (2)-year period provided in Section 229 of the Tax Code. The claim for refund of the Bondholder may be filed simultaneously with the tax treaty relief application.

- (c) a duly notarized undertaking substantially in the form attached as Schedule 4 to the Registry and Paying Agency Agreement or in a form acceptable to the Issuer executed by:
- (i) the Bondholder, or in respect of juridical entities (save for a universal bank which is covered by item (ii) below), the corporate secretary or any authorized representative of such Bondholder, who is in possession of the relevant exemption documents as its authorized custodian, or who has personal knowledge of the exemption or entitlement to preferential tax treatment and will have personal knowledge of any amendment, revocation, expiration, change or any circumstance affecting the validity of the exemption or preferential tax treatment, based on his official functions, if the Bondholder purchases or holds the Offer Bonds for its account, or
 - (ii) the trust officer, if the Bondholder is a universal bank authorized under Philippine law to perform trust and fiduciary functions and purchase the Offer Bonds pursuant to its management of tax-exempt entities (e.g., Employee Retirement Fund, etc.),

in each case:

- (i) declaring and warranting such entities' tax-exempt status or preferential rate entitlement, undertaking to immediately notify the Issuer, the Registrar and Paying Agent:
 - (1) of any suspension, revocation, amendment, or invalidation (in whole or in part) of the tax exemption or preferential rate entitlement certificate, ruling, or opinion issued by the BIR;
 - (2) if there are any material changes in the factual circumstances of the Bondholder including but not limited to its character, nature, and method of operation, which are inconsistent with the basis of its income tax exemption or preferential rate entitlement; and or
 - (3) if there are any change of circumstance, relevant treaty, law or regulation or any supervening event that may or would result in the interest income of the Offer Bonds being ineligible for exemption or preferential tax rate; and
- (ii) agreeing to indemnify and hold the Issuer, the Registrar and the Paying Agent free and harmless against any claims, actions, suits, and liabilities resulting from the non-withholding or incorrect withholding of the required tax;

provided, that in case of corporate, partnership or trust account investors, such investor shall also submit an original certification from the corporate secretary or an equivalent officer of the investor, setting forth the resolutions of its board of directors or equivalent body authorizing the execution of the undertaking and designating the signatories, with their specimen signatures, for the said purpose;

- (d) tax undertakings must be executed and notarized on or after the Issue Date of the Offer Bonds; provided, that, all provisions, warranties, and commitments outlined therein must be fully reproduced and incorporated; and
- (e) such other documentary requirements as may be reasonably required by the Issuer or the Registrar or Paying Agent, or as may be required under the applicable regulations of the relevant taxing or other authorities; 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 Bondholders on the Interest payments to such Bondholders.

Unless properly provided with satisfactory proof of the tax-exempt status or entitlement to preferential rates of an Applicant or a Bondholder, each of the Issuer and the Registrar and Paying Agent may assume that such Applicant or Bondholder is taxable and proceed to apply the tax due on the Offer Bonds. Notwithstanding the submission by the Applicant or Bondholder, or the receipt by the Issuer or any of its agents, of documentary proof of the tax-exempt status or entitlement to preferential rates of an Applicant or a Bondholder, the Issuer may require the Registrar and Paying Agent to proceed to apply the tax due on the Bonds. Any question on such determination shall be referred to the Issuer.

Unless otherwise indicated above, the foregoing requirements shall be submitted, (i) in respect of an initial issuance of Offer Bonds, upon submission of the Application to Purchase to any of the Joint Lead Underwriters and Joint Bookrunners who shall then forward the same to the Registrar; or (ii) in respect of a transfer from a Bondholder to a purchaser, through the intermediary to the Registrar upon submission of the Investor Registration Form (in a form attached as Schedule 8 to the Registrar and Paying Agency Agreement) and other applicable account opening documents, in accordance with the procedures of the Registrar. A selling or purchasing Bondholder claiming tax-exempt status or preferential tax rate is required to submit, together with the account opening documents submitted to the Registry, the documents described above.

Transfers taking place in the Register of Bondholders after the Offer Bonds are listed in PDEX may be allowed between taxable and tax-exempt entities 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 and subject to the discussion above.

Failure on the part of the Bondholder to submit the aforementioned document/s within the time prescribed shall result in the application of the regular tax rates.

FINANCIAL COVENANTS

From the date of the Trust Agreement and for as long as the Offer Bonds or any portion thereof remains outstanding, and unless the Majority Bondholders shall otherwise consent in writing, the Issuer undertakes to maintain the following financial ratios, with testing to be done on an annual basis:

- a Debt-to-Equity Ratio not exceeding [•]
- a Debt Service Coverage Ratio of at least [•];
- a Current Ratio of at least [•]; and,
- an Interest Coverage Ratio of at least [•].

For purposes of computing the above ratios, the following terms shall have the meanings set forth herein:

- [**Current Ratio**] means the ratio of current assets and current liabilities of the Issuer based on its consolidated audited financial statements.]
- [**Debt-to-Equity Ratio**] means the result obtained by dividing (i) the amount of interest-bearing (current and non-current) liabilities of the Issuer by (ii) the total Equity of the Issuer, in each case as appearing in the latest consolidated audited balance sheet of the Issuer; provided, that if the Issuer issues Offer Bonds which are (1) either redeemable at a fixed date, or redeemable at the option of

the holder of the Offer Bonds, and (2) the Issuer is obliged to make payments in the form of either interest or dividends, or the terms and conditions of the issuance of the Offer Bonds oblige the Issuer to distribute a specific percentage of profits, then such Offer Bonds shall be categorized as liabilities falling under (i) hereof, otherwise, it shall be classified as part of Equity when computing Debt-to-Equity Ratio.

For purposes of calculating the Debt-to-Equity Ratio, “**Equity**” means, at any date and as shown in the latest consolidated audited balance sheet of the Issuer, the aggregate outstanding capital stock, additional paid-in-capital, equity reserve and retained earnings.]

- [“**Interest Coverage Ratio**” means the result obtained by dividing (i) the twelve (12)-months trailing EBITDA plus cash balance by (ii) interest due for the next year. For purposes of calculating the Interest Coverage Ratio, “**EBITDA**” means, during the relevant period, the net earnings of the Issuer before deducting net interest expense, income tax, depreciation, and amortization, as determined in accordance with PFRS and based on the Issuer’s consolidated audited financial statements.]
- [“**Debt Service Coverage Ratio**” means, in relation to any relevant period, the ratio of (a) the sum of EBITDA and cash on hand for such Relevant Period to (b) the sum of: (i) the current portion of long-term debt as at the end of such Relevant Period; (ii) the interest expense of short-term and long-term debt due within the next twelve (12) calendar months from the end of such Relevant Period; and (iii) financial charges due within the next twelve (12) calendar months from the end of such Relevant Period. For the avoidance of doubt, short-term bank loans that are rolled over are excluded as well as future availments on unutilized short-term bank lines.

For purposes of calculating the Debt Service Coverage Ratio, “**EBITDA**” means net income of the Issuer after adding back: (i) all interest accruing during a relevant period in respect of all Indebtedness of the Issuer; (ii) depreciation, amortization and other non-cash charges (including equity in net earnings/loss of Subsidiaries to the extent not remitted by way of dividends but excluding provision for doubtful accounts and depreciation for right of use assets); and (iii) provision for income taxes. “**Relevant Period**” means a period of twelve (12) calendar months ending on the last day of any quarter of any of the Issuer’s fiscal years.]

For the avoidance of doubt, any indebtedness to be incurred to refinance, in the same currency or its equivalent amount, an existing indebtedness outstanding on the Issue Date, shall not be construed as an incurrence of additional indebtedness.

In the determination of any particular amount of indebtedness in connection with these financial covenants, guarantees, security interests or obligations with respect to letters of credit supporting indebtedness otherwise included in the determination of such particular amount shall not be included.

Testing of the financial covenants shall be done on the last Business Day of April of each year, using the fiscal year-end audited consolidated financial statements of the Issuer.

[For the years 2023 to 2025, the Issuer has been compliant with the financial covenants under its existing loan/notes facility agreements.]

NEGATIVE PLEDGE

The Issuer shall not, without the consent of the Majority Bondholders, permit any indebtedness for borrowed money to be secured by or to benefit from any mortgage, pledge, lien or encumbrance constituted on any of the Issuer’s properties for the purpose of securing its or its Affiliate’s obligation in favor of any creditor or class of creditors without providing the Bondholders with the same kind or class of security, the benefit of which is extended equally or ratable among them to secure the Offer Bonds, provided that the foregoing restrictions shall not apply to any Permitted Liens.

EVENTS OF DEFAULT

Each of the following events shall constitute an “**Event of Default**” under the Offer Bonds and the Trust Agreement:

- (i) Payment Default

The Issuer defaults in the payment when due of any amount payable to the Bondholders under the Offer Bonds or the Trust Agreement, unless such failure arises solely as a result of an administrative or technical error or a Disruption Event and payment is made within three (3) Business Days after the date such payment is due (a "**Payment Default**").

- (a) the Issuer fails to perform, comply with, or violates any material provision, term, condition, covenant or obligation contained in the Trust Agreement (other than by reason of paragraph (a) above), and any such failure, non-compliance or violation is not remediable or, if remediable, continues unremedied for a period of thirty (30) days (or such longer curing period granted to the Issuer by the Majority Bondholders) from the date after written notice thereof shall have been given to the Issuer by the Trustee;
- (b) any representation or warranty which is made by the Issuer or any of the directors or officers of the Issuer in the Trust Agreement or otherwise in connection with the Trust Agreement, or in any certificate delivered by the Issuer under or in connection with the Trust Agreement, shall prove to have been untrue or incorrect in any material respect as of the time it was made;
- (c) the Company or any of its Subsidiaries defaults in the performance or observance of, or compliance with, any one or more of its obligations under a Material Agreement and such default shall not have been remedied as provided therein and such event might reasonably be expected to have a Material Adverse Effect;
- (d) a Material Agreement is terminated, repudiated, cancelled or revoked and such event might reasonably result to a Material Adverse Effect;
- (e) a Material Agreement or any provision thereof is or becomes invalid, illegal or unenforceable and there is a Material Adverse Effect as a result thereof which has not been remedied within thirty (30) days of the occurrence thereof;
- (f) any Indebtedness of the Issuer, whether singly or in the aggregate, in excess of [●] or its equivalent in Pesos or other currencies, using the Philippine Dealing System (PDS) closing rate of the immediately preceding Business Day, is not paid on its due date or within any applicable grace period or is declared to be due and payable prior to its stated date of payment (except where liability for payment of that Indebtedness is being contested in good faith by appropriate means);
- (g) a decree or order by a court or other Governmental Authority having jurisdiction over the premises is entered without the consent or application of the Issuer:
 - (i) adjudging the Issuer bankrupt or insolvent;
 - (ii) approving a petition seeking a suspension of payments by or a reorganization of the Issuer under any applicable bankruptcy, insolvency or reorganization law;
 - (iii) appointing a receiver, liquidator or trustee or assignee in bankruptcy or insolvency of the Issuer or of all or substantially all of the business or assets of the Issuer;
 - (iv) providing for the winding up or liquidation of the affairs of the Issuer;
 - (v) with a view to the rehabilitation, administration, liquidation, winding-up or dissolution of the Issuer; or
 - (vi) taking other action under Applicable Law which is similar to any of the events mentioned in paragraphs (i) to (v) above (inclusive);

Provided, that the issuance of any such decree or order shall not be an Event of Default if the same shall have been dismissed or stayed by injunction or otherwise within ninety (90) days from issuance thereof;

- (h) the Issuer:
 - (i) institutes voluntary proceedings to be adjudicated bankrupt or insolvent or consents to the filing of a bankruptcy or insolvency proceeding against it;

- (ii) files a petition seeking a suspension of payments by it or its reorganization under any applicable bankruptcy, insolvency or reorganization law or consents to the filing of any such petition;
- (iii) seeks or consents to the appointment of a receiver or liquidator or trustee or assignee in bankruptcy or insolvency of it or of all or substantially all of its business or assets;
- (iv) makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts generally as they become due;
- (v) files a petition seeking the winding up or liquidation of its affairs or consents to the filing of any such petition;
- (vi) takes any other step with a view to its rehabilitation, administration, liquidation, winding-up or dissolution or a suspension of payments by it; or
- (vii) takes other action under Applicable Law which is similar to any of the events mentioned in paragraphs (i) to (vi) above (inclusive);
- (i) final and executory judgment(s) or order(s) are rendered by a court of competent jurisdiction against the Issuer or its properties or assets from which no appeal may be made for the payment of money which will have a Material Adverse Effect and such judgment or order shall continue unsatisfied or undischarged after ninety (90) days;
- (j) the Issuer shall suspend or discontinue all or a substantial portion of its business operations, whether voluntarily or involuntarily for a period of thirty (30) consecutive days except in cases of strike or lockout or closure when necessary to prevent business losses, or when due to fortuitous events or force majeure, provided that in any such event of strikes, lockouts or closure due to force majeure events, there is no Material Adverse Effect;
- (k) any event or circumstance that will have a Material Adverse Effect has occurred and is continuing; and
- (l) any Governmental Approval now or hereafter necessary to enable the Issuer to comply with its obligations under any Material Agreement to which it is party is not issued when required or is revoked, cancelled, withdrawn or withheld, not renewed, modified or amended or otherwise ceases to remain in full force and effect and such cancellation, withdrawal withholding, non-renewal, modification or amendment has a Material Adverse Effect; provided, that if the same is capable of being remedied, it shall not be an Event of Default if remedied within ninety (90) days from occurrence thereof.

Notice of Default

The Trustee shall, within thirty (30) days after the occurrence of an Event of Default, give to all the Bondholders written notice of any such Event of Default unless the same shall have been cured before the giving of such notice; provided, that in the case of a Payment Default under the section "Events of Default", the Trustee shall immediately notify the Bondholders upon the occurrence of such Payment Default.

The existence of a written notice required to be given to the Bondholders hereunder shall be published for at least once a week for two consecutive weeks in at least two newspapers of general circulation in the Philippines indicating in the published notice that the Bondholders or their duly authorized representatives may request any information relating to such occurrence of an Event of Default at the principal office of the Trustee upon presentation of sufficient and acceptable identification. Otherwise, the Trustee may also provide notice via the other modes of notice as provided under Section 17 of the Trust Agreement (or Section 17.2 (Notices to the Bondholders) of Annex A of the Trust Agreement or this section "Description of the Offer Bonds").

Consequences of Default

If any one or more of the Events of Default shall have occurred and be continuing after the lapse of the period given to the Issuer within which to cure such Event of Default, if any, or upon the occurrence of such Event of Default for which no cure period is provided, (i) the Trustee upon the written direction of the Majority Bondholders, by notice in writing delivered to the Issuer, or (ii) the Majority Bondholders, by notice in writing delivered to the Issuer and the Trustee, may declare the Issuer in default ("**Declaration of Default**") and

declare the principal of the Bonds then outstanding, together with all accrued and unpaid interest thereon and all amounts due thereunder, to be due and payable not later than five (5) Business Days from the receipt of the Declaration of Default (“**Default Payment Date**”) with a copy to the Registrar and Paying Agent who shall then prepare a payment report in accordance with the RPAA. Thereupon, the Issuer shall make all payments due on the Offer Bonds in accordance with the RPAA.

All the unpaid obligations under the Offer Bonds, including accrued interest, and all other amounts payable thereunder, shall be declared to be forthwith due and payable, whereupon all such amounts shall become and be forthwith due and payable without presentment, demand, protest or further notice of any kind, all of which are hereby expressly waived by the Issuer.

Penalty Interest

In case any amount payable by the Issuer under the Bonds, whether for principal, interest, or otherwise, is not paid on the relevant due date, the Issuer shall, without prejudice to its obligations to pay the said principal, interest and other amounts, pay a penalty fee on the defaulted amount(s) at the rate of 12% per annum (the “**Penalty Interest**”) from the time the amount fell due until it is fully paid in accordance with the terms and conditions of the Bonds and the Trust Agreement.

Provided there is failure to pay as indicated above, the Penalty Interest shall be payable notwithstanding that there is no, or even prior to a Declaration of Default.

Payments in the Event of Default

Upon the occurrence of any Event of Default, and provided that there has been a Declaration of Default and acceleration of payment of the Offer Bonds by the Majority Bondholders pursuant to the provisions on Consequences of Default above, then in any such case:

- (a) the Issuer will pay the Bondholders, through the Paying Agent, the whole amount which shall then have become due and payable on such outstanding Offer Bonds with interest at the rate borne by the Offer Bonds on the overdue principal and with Penalty Interest, where applicable, based on the payment report no later than the Default Payment Date. The Issuer also undertakes that it shall give the Trustee written notice of its intention to make any payments under this paragraph (a); and
- (b) the Trustee shall have the right to require the Registrar and Paying Agent, upon demand in writing, to do the following:
 - (i) to hold all sums, documents and records held by them in respect of the Offer Bonds on behalf of the Trustee; and/or
 - (ii) deliver all evidence of the Offer Bonds and all sums, documents, and records held by them in respect of the Offer Bonds to the Trustee or as the Trustee shall direct in such demand; provided, that such demand shall be deemed not to apply to any documents or records which the Registrar or Paying Agent is not allowed to release by any law or regulation; and/or
 - (iii) subject to the terms of the Registry and Paying Agency Agreement, apply any money received from the Issuer pursuant to this section in the order of preference provided in the “*Description of the Offer Bonds – Application of Payments*” below.

Application of Payments

Any money collected by the Trustee as a consequence of a Declaration of Default and any other funds held by it, subject to any other provision of the Trust Agreement relating to the disposition of such money and funds or to the RPAA, shall be applied by the Trustee in the order of preference as follows:

- (a) *First*: to the pro rata payment to the Trustee, the Registrar and Paying Agent and PDEx of the costs, expenses, fees, and other charges of collection, including reasonable compensation to them, their agents, attorneys, and all expenses and liabilities incurred, or disbursements made by them, without gross negligence or bad faith in carrying out their respective obligations under their respective agreements with the Issuer in connection with the Bonds.
- (b) *Second*: to the payment of the interest in default, in the order of the maturity of such interest with Penalty Interest.

- (c) *Third*: to the payment of all other outstanding interest, in the order of maturity of such interest based on the information on Bondholders reflected in the relevant registry account to be provided by the Registrar and Paying Agent in accordance with the Registry and Paying Agency Agreement.
- (d) *Fourth*: to the payment of the principal amount of the Bonds then due and payable based on the information on Bondholders reflected in the relevant registry account to be provided by the Registrar and Paying Agent in accordance with the Registry and Paying Agency Agreement.
- (e) *Fifth*: the remainder, if any, shall be paid to the Issuer, its successors, or assigns, or to whoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

Except for any interest and principal payments, all disbursements of the Paying Agent in relation to the Bonds shall require the written conformity of the Trustee. The Paying Agent shall render a monthly account of such funds under its control.

Prescription

Claims in respect of principal and interest or other sums payable under the Offer Bonds shall prescribe unless the claim is made within 10 years (in the case of principal or other sums) or five (5) years (in the case of interest) from the date on which payment becomes due.

Remedies

Subject to the discussion below under “*Description of the Offer Bonds – Ability to File Suit.*”

- (a) all remedies conferred by the Trust Agreement to the Trustee and the Bondholders shall be cumulative and not exclusive and shall not be so construed as to deprive the Trustee or the Bondholders of any legal remedy by judicial or extra judicial proceedings appropriate to enforce the conditions and covenants of the Trust Agreement, and
- (b) unless the claim has already prescribed as set out in Section 10.8 of the Trust Agreement (or relates to Section 14 (*Prescription*) of Annex A of the Trust Agreement or of this section “*Description of the Offer Bonds - Prescription*”), no delay or omission by the Trustee or the Bondholders to exercise any right or power arising from or on account of any default hereunder shall impair any such right or power, or shall be construed to be a waiver of any such default or an acquiescence thereto; and every power and remedy given by the Trust Agreement to the Trustee or the Bondholders may be exercised from time to time and as often as may be necessary or expedient.

Ability to File Suit

No Bondholder shall have any right by virtue of or by availing of any provision of the Trust Agreement to institute any suit, action or proceeding for the collection of any sum due from the Issuer under the Trust Agreement on account of principal, interest, and other charges, or for the appointment of a receiver or trustee, or for any other remedy hereunder unless:

- (a) such Bondholder previously shall have given to the Trustee written notice of an Event of Default and of the continuance thereof and the related request for the Trustee to convene a meeting of the Bondholders to take up matters related to their rights and interests under the Offer Bonds in accordance with the provisions of the Notice of Default (see “*Description of the Offer Bonds – Notice of Default*”);
- (b) the Majority Bondholders shall have decided and made the written request upon the Trustee to institute such action, suit or proceeding in its own name;
- (c) the Trustee, for sixty (60) days after the receipt of such notice and request, shall have neglected or refused to institute any such action, suit or proceeding; and
- (d) no directions inconsistent with such written request or rescission and annulment of a Declaration of Default shall have been given by the Majority Bondholders.

It being understood and intended, and being expressly covenanted by every Bondholder with every other Bondholder and the Trustee, that no Bondholder shall have any right in any manner whatsoever by virtue of

or by availing of any provision of the Trust Agreement to affect, disturb or prejudice the rights of the holders of any other such Offer Bonds or to obtain or seek to obtain priority over or preference to any other such holder or to enforce any right under the Trust Agreement, except in the manner herein provided and for the equal, ratable and common benefit of all the Bondholders. For the protection and enforcement of this ability to file suit, each Bondholder and the Trustee shall be entitled to such relief as can be given under Applicable Law.

Waiver of Default by the Bondholders

The Majority Bondholders may (a) direct the time, method, and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred upon the Trustee, or (b) on behalf of the Bondholder, waive any past default except the Events of Default defined as a Payment Default, insolvency default (paragraph (i)) or closure default (paragraph (k)), and its consequences. In case of any such waiver, the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights under the Trust Agreement; provided, that, no such waiver shall extend to any subsequent or other default or impair any right consequent thereto. Any such waiver by the Majority Bondholders shall be conclusive and binding upon all Bondholders and upon all future holders and owners thereof, irrespective of whether or not any notation of such waiver is made upon the certificate representing the Offer Bonds.

SUBSTITUTION

Substitution of the Offer Bonds is not contemplated.

TRUSTEE; NOTICES

The following discussion is qualified by the more detailed information as contained in the Trust Agreement.

TRUSTEE

Notice to the Trustee

All documents required to be submitted to the Trustee pursuant to the Trust Agreement and the terms and conditions of the Offer Bonds and all other notices, requests and other communications thereunder must be in writing and will be deemed to have been duly given only if delivered personally, or mailed (first class postage prepaid) or emailed to the Trustee at the following address and email addresses; and addressed to the individuals named below:

To the Trustee:	PNB Trust Banking Group
Address:	[•]
Attention:	[•]
Telephone:	[•]
Email:	[•]

All such notices, requests and other communications will: (i) if delivered personally to the address as provided above, be deemed given upon delivery and (ii) if delivered by mail or email in the manner described above to the address or email addresses as provided above, be deemed given upon receipt and in case of email if received in readable form (in each case regardless of whether such notice, request or other communication is received by any other Person on behalf of such individual to whom a copy of such notice, request or other communication is to be delivered). The Trustee may from time to time change its address, email address or other information for the purpose of notices hereunder by giving notice specifying such change.

Any notice, report or communication received on a non-Business Day or after business hours in the place of receipt will only be deemed given on the next Business Day in that place.

Notice to the Bondholders

Except where the Bonds and the Bond Agreements specifically require another party to send notice to the Bondholders, the Trustee shall send any and all notices to the Bondholders as may be required or necessary under the Bonds and the Bond Agreements to their contact details as set forth in the Registry of Bondholders, it being understood, however, that for purposes of fulfilling its obligations to deliver such notices, the Trustee shall be entitled to rely on the Registry of Bondholders in determining the Bondholders

entitled to notice and their respective contact details. Further, while the Trustee shall exert best efforts to meet the periods relative to sending of notices as provided in the Trust Agreement, it shall not be liable for delays that are outside its control.

Except where a specific mode of notification is provided for in the Bond Agreements, notices to Bondholders shall be sufficient when made in writing and transmitted in any one of the following modes: (i) registered mail; (ii) e-mail; (iii) ordinary mail; (iv) by publication for at least once a week for two consecutive weeks in at least two newspapers of general circulation in the Philippines; (v) personal delivery to the address of record in the Registry of Bondholders; or (vi) disclosure through the Online Disclosure System of the PDEX. If notices to the Bondholders shall be sent by mail or personal delivery, such notices shall be sent to the mailing address of the Bondholders as set forth in the Registry of Bondholders. All notices shall be deemed to have been received (i) ten (10) days from posting if transmitted by registered mail; (ii) on the date of receipt of the e-mail in readable form; (iii) fifteen (15) days from mailing, if transmitted by ordinary mail; (iv) on the date of last publication, if notice is made by publication; (v) on the date of delivery, for personal delivery; or (vi) on the date of disclosure, if notice is made by disclosure through the Online Disclosure System of the PDEX.

A notice made by the Issuer to the Trustee is notice to the Bondholders. The publication in a newspaper of general circulation in the Philippines of a press release or news item about a communication or disclosure made by the Issuer to the PDEX on a matter relating to the Offer Bonds shall be deemed a notice to the Bondholders of said matter on the date of the first publication or the date of the disclosure, as the case may be.

Duties and Responsibilities of the Trustee

- (a) The Trustee shall independently perform each of the following duties for the benefit of the Bondholders:
- (i) Coordinate with the Issuer, the Joint Lead Underwriters and Joint Bookrunners, the Registrar and the Paying Agent in relation to the performance of their respective responsibilities under the relevant Bond Agreements.
 - (ii) Have custody of and hold in its name, for and on behalf of the Bondholders, the Master Certificates of Indebtedness for the Bonds.
 - (iii) Monitor compliance by the Issuer with the Trust Agreement, including the Issuer's compliance or non-compliance with all its representations and warranties, and the observance by the Issuer of all its covenants and performance of all its obligations, under and pursuant to the Trust Agreement; *provided*, that such monitoring shall be based solely on a sworn certification executed by an authorized officer of the Issuer and delivered to the Trustee within seven (7) days from each Interest Payment Date, substantially in the form attached as Annex C to the Trust Agreement.
 - (iv) Report regularly to Bondholders any non-compliance by the Issuer with the Trust Agreement and any development with respect to the Issuer of which the Trustee may have actual notice or knowledge of based on official disclosures to PDEX, PSE, SEC and other regulatory agencies, or those which the Trustee may have been given actual notice or knowledge of that adversely affects the interest of the Bondholders, including any default by the Issuer on any of its obligations of which the Trustee may have actual notice or knowledge, and inform the Bondholders, upon the recommendation of legal counsel, of the alternative courses of action that they may take to protect their interest; *provided*, that for purposes hereof, the Trustee shall, without need of any further act or notice to the Issuer, publish a notice once in a newspaper of general circulation, binding upon all the Bondholders wherever situated or located, that the Bondholders or their duly authorized representatives may obtain a report regarding the Bonds at the principal office of the Trustee upon presentation of sufficient and acceptable identification. If the foregoing notice via publication is not practicable, the Trustee may issue the relevant notice via the other modes of notification as provided under Section 17.1 of the Trust Agreement (or Section 17.2 (*Notice to the Bondholders*) of Annex A of the Trust Agreement or of this section "*Description of the Offer Bonds – Notice to the Bondholders*"). Upon advice of legal counsel, the Trustee shall inform the Bondholders of the alternative courses of action that they may take to protect their interest.

All costs and expenses incurred by the Trustee in connection with the publication with newspapers of general circulation and printing of the notices shall be for the account of the Issuer and shall be paid or reimbursed by the Issuer within ten (10) Business Days from receipt of the duly supported billing statement.

- (v) Act on behalf of the Bondholders including calling for and/or attending meetings of the Bondholders in the manner set out in this section. A meeting of the Bondholders may be called at any time for the purpose of taking any actions authorized to be taken by or in behalf of the Bondholders of any specified aggregate principal amount of the Bonds under any under any provisions of the Trust Agreement or under Applicable Law or in respect of any matter related to the Bonds.
- (1) A meeting (either a face-to-face meeting or a meeting held through remote communication such as videoconferencing, teleconferencing, or other alternative modes of communication) of the Bondholders, for purposes of taking any actions authorized under the Trust Agreement or under Applicable Law or in respect of any matter related to the Bonds may be called by the following: (a) the Trustee, on its own accord or upon the written request of the Issuer, or (b) the Bondholders representing more than twenty-five percent (25%) of the outstanding principal amount of the Bonds. The meeting may be held at such time and at such place or via such mode (as applicable) as the Trustee shall determine.
- (2) Unless otherwise provided in the Trust Agreement, the Trustee shall give notice of every meeting of the Bondholders (which notice must state the purpose thereof in reasonable detail and set forth the time, place, mode (as applicable), requirements and procedures for participating and voting in meetings held through remote communication, and purpose of such meeting in reasonable detail) to the Issuer and each of the registered Bondholders not earlier than forty-five (45) days nor later than fifteen (15) days prior to the date fixed for the meeting and shall publish such notice once in a newspaper of general circulation; provided that, if the purpose of the meeting is to take any decision or action in respect of an Event of Default or potential Event of Default or the issuance of a Declaration of Default, the notice shall be made at least five (5) days prior to the date fixed for the meeting; provided further that, if the foregoing notice via publication is not practicable, the Trustee may issue the relevant notice via the other modes of notification as provided under Section 17.1 of the Trust Agreement (or Section 17.2 (*Notice to the Bondholders*) of Annex A of the Trust Agreement or of this section "*Description of the Offer Bonds – Notice to the Bondholders*").
- The Trustee shall fix the record date for determining the Bondholders entitled to notice and vote during the meeting, which record date shall not be earlier than forty-five (45) days before the date of the meeting; provided that, if the purpose of the meeting is to take any decision or action in respect of an Event of Default or potential Event of Default or the issuance of a Declaration of Default, the record date shall not be earlier than fifteen (15) days before the date of the meeting.
- (3) Failure of the Trustee to call a meeting upon the written request of either the Issuer or the Bondholders representing more than twenty-five percent (25%) of the outstanding principal amount of the Bonds within ten (10) Business Days from receipt of such request shall entitle the requesting party to send and publish the appropriate notice of the Bondholders' meeting and fix the record date for determining the Bondholders entitled to attend and vote in accordance with the procedure in accordance with Section 18.1(a)(vi)(2) and Section 19.2 (*Notice of Meetings*) of Annex A of the Trust Agreement or of this section "*Description of the Offer Bonds*."
- (4) The presence of the Majority Bondholders, personally or by proxy, shall be necessary to constitute a quorum to do business at any meeting of the Bondholders. The Trustee shall determine and record the presence of the Majority Bondholders based on the list of Bondholders prepared by the Registrar in accordance with the Registry and Paying Agency Agreement, which list shall include (a) the complete names of the Bondholders (including the name of the authorized representative of the Bondholder, where applicable), (b) the amount of

Bonds held by the Bondholders as of the relevant record date, (c) the complete address and contact details of the Bondholders, (d) the specimen signatures of the Bondholders' authorized signatories, and (e) such other information necessary for the performance of the duties and powers of the Trustee under the Trust Agreement as may be requested by the Trustee. The Registrar shall, and the Issuer shall cause the Registrar to, provide the Trustee with a list of Bondholders at least five (5) Business Days upon receipt of written request from the Trustee.

- (5) The Trustee shall preside at all the meetings of the Bondholders, unless the meeting shall have been called by the Issuer or by the Majority Bondholders as provided in Section 18.1(a)(vi)(3) and Section 19. (*Failure of the Trustee to Call a Meeting*) of Annex A of the Trust Agreement or of this section "*Description of the Offer Bonds*" in which case the Issuer or the Majority Bondholders calling the meeting, as the case may be, shall move for the election of the chairman and secretary of the meeting. The elected secretary shall take down the minutes of the meeting, covering all matters presented for resolutions by and the results of the votes cast by the Bondholders entitled to vote at the meeting and/or the person appointed by a public instrument in writing as proxy or agent by any such Bondholder in accordance with Section 18.1(vi)(7) and Section 19.6 (*Voting Rights*) of Annex A of the Trust Agreement or of this section "*Description of the Offer Bonds*". The elected secretary shall immediately provide the Trustee with the copy of the minutes of the meeting which copy shall be made available at any time to the Issuer and all Bondholders upon receipt of written request, provided that the cost of furnishing the same to the requesting party shall be for such person's account.
- (6) Any meeting of the Bondholders may be adjourned from time to time for a period not to exceed in the aggregate one (1) year from the date for which the meeting shall originally have been called, and the meeting as so adjourned may be held without further notice. Any such adjournment may be ordered by Persons representing a majority of the aggregate principal amount of the Bonds represented at the meeting and entitled to vote, whether or not a quorum shall be present at the meeting.
- (7) To be entitled to vote at any meeting of the Bondholders, a Person should be a registered holder of the Bonds as reflected in the Registry of Bondholders on the relevant record date fixed pursuant to Section 18.1(a)(vi)(2) of Annex A of the Trust Agreement or of this section "*Description of the Offer Bonds*", as the case may be, or a Person should be appointed by a public instrument as proxy or agent by any such Bondholder (and, in case of corporate or institutional Bondholders, duly supported by the resolutions of its board of directors or equivalent body authorizing the appointment of the proxy or agent duly certified by its corporate secretary or an authorized officer) for the meeting. The only Persons who shall be entitled to be present or to speak at any meeting of the Bondholders shall be the Persons entitled to vote at such meeting and any representative of the Trustee, any representative of the Issuer, and their respective legal counsels. Please refer also to Section 19.6 of Annex A of the Trust Agreement or of this section "*Description of the Offer Bonds – Voting Rights*".
- (8) Except as otherwise specifically provided in the Trust Agreement, all matters presented for resolution by the Bondholders in a meeting duly called for the purpose shall be decided or approved by the affirmative vote of the Majority Bondholders (which should be present or represented in a meeting at which there is a quorum).

Any resolution of the Bondholders which has been duly approved with the required number of votes of the Bondholders as herein provided shall be binding upon all the Bondholders and the Trustee.

- (9) Wherever in the Trust Agreement it is provided that the holders of a specified percentage of the aggregate outstanding principal amount of Bonds 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 such action may be evidenced by: (i) any instrument executed by the Bondholders in person or by

the agent or proxy appointed in writing in accordance with Section 18.1(a)(vi)(7) and Section 19.6 (*Voting Rights*) of Annex A of the Trust Agreement or of this section "*Description of the Offer Bonds*"; (ii) the duly authenticated record of voting in favor thereof at the meeting of the Bondholders duly called and held in accordance herewith; or (iii) a combination of such instruments and any such record of meeting of the Bondholders.

- (10) Notwithstanding the provisions in this section and other provisions of the Trust Agreement, the Trustee may make such reasonable regulations (not inconsistent with the terms and conditions of the Trust Agreement) as it may deem advisable for any meeting of the Bondholders, with regard to the proof of ownership of the Bonds, the appointment of proxies by the Bondholders, the election of the chairman and the secretary, the appointment and duties of inspectors of votes, the submission and examination of proxies, certificates and other evidence of the right to vote, and such other matters concerning the conduct of the meeting as it shall deem fit.
 - (11) All costs and expenses incurred by the Trustee in connection with the meetings of the Bondholders shall be for the account of the Issuer and shall be paid or reimbursed by the Issuer within ten (10) Business Days from receipt of the duly supported billing statement.
 - (12) Whenever this section or any other provision of the Trust Agreement provides for a certain percentage of Bondholders who may take any action, this section or any such provision shall be construed (a) with respect to matters relating only to the Series A Bonds, Bondholders representing the relevant percentage of the outstanding principal amount of the Series A Bonds; and (b) with respect to matters relating only to the Series B Bonds, Bondholders representing the relevant percentage of the outstanding principal amount of the Series B Bonds.
- (vi) Safekeep (1) all records enumerated in Section 3.2 of the Trust Agreement, (2) copies of all submissions of the Issuer to the SEC in connection with the procurement and maintenance of the SEC Registration Documents (as such term is defined in the Trust Agreement), the Bonds Agreements, and (3) such other documents that may be deemed pertinent and as may be reasonably requested by the Trustee in the performance of its functions.
 - (vii) Upon written request by the Issuer no later than 11:30 a.m. within ten (10) Business Days following the date the Trustee receives such request, send notice of any matter to the Bondholders, other than those matters the notice of which is specifically required to be given to the Bondholders by another party under the Bond Agreements.

For the avoidance of doubt, notwithstanding any actions that the Trustee may take, the Trustee shall remain to be the party responsible to the Bondholders, and to whom the Bondholders shall communicate with respect to any matters that must be taken up with the Issuer.
 - (viii) Prior to the occurrence of an Event of Default or after the curing of all such defaults which may have occurred, the Trustee shall perform only such duties as are specifically set forth in the Trust Agreement. In case of default, the Trustee shall exercise such rights and powers vested in it by the Trust Agreement, and use such diligence, judgment and care under the circumstances then prevailing that individuals of prudence, discretion and intelligence, and familiar with such matters, will exercise in the management of their own affairs.
 - (ix) The Trustee shall submit the reports described in Section 18.4 (*Reports to the Bondholders*) of Annex A of the Trust Agreement or of this section "*Description of the Offer Bonds – Reports to the Bondholders*".
 - (x) The Trustee shall allow the inspection of documents described in Section 18.5 (*Inspection of Documents*) of Annex A of the Trust Agreement or of this section "*Description of the Offer Bonds – Inspection of Documents*".
- (b) The Trustee, in the performance of its duties, shall exercise such rights and powers vested in it by the Trust Agreement, and observe due diligence required of a prudent and reasonable Person under

the same circumstances, in the performance of its duties and obligations under the Trust Agreement. The Trustee may perform any of its duties under the Trust Agreement through its directors, officers, employees, agents, or attorneys-in-fact. Subject to the succeeding paragraph, the Trustee shall not be responsible for the inadequacy of the Issuer to meet and discharge any of its obligations under the Bonds or be liable for any depreciation in value or other losses of the Bonds. Neither shall the Trustee be a surety or a guarantor of the solvency or capacity of the Issuer, any of the Joint Lead Underwriters and Joint Bookrunners, the Registrar, the Paying Agent, or any of their authorized representatives. Each Bondholder is deemed to have represented and warranted to the Trustee and to the Issuer that it has independently and, without reliance on the Trustee or the issuer, 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 Bonds on the basis of such independent appraisal, and that it shall continue to make its own credit appraisal without reliance on the Trustee or the Issuer.

In the absence of wilful misconduct, fraud, evident bad faith, gross negligence or breach of Applicable Law on the part of the Trustee, the Issuer and the Bondholders agree to indemnify and hold the Trustee free and harmless from and against any and all claims, liabilities, penalties, judgments, suits, expenses and other costs of any kind or nature against the Trustee in respect of its obligations under the Trust Agreement.

- (c) Reliance in good faith on the information submitted by the Issuer, the Bondholders, the Joint Lead Underwriters and Joint Bookrunners, the Registrar and the Paying Agent, or any of their authorized representatives pursuant to the terms and conditions of the Bond Agreements shall absolve the Trustee from any liability. The Trustee shall be fully protected in acting in accordance with the written directions, requests, instructions, and certifications of the Issuer, the Bondholders, any of the Joint Lead Underwriters and Joint Bookrunners, the Registrar, or the Paying Agent, or any of their authorized representatives pursuant to the terms and conditions of the Bond Agreements, to the extent permitted by Applicable Law.

The Trustee may rely on any communication or document believed by it in good faith to be genuine, and may rely on the statements of any of the Issuer, the Bondholders, the Joint Lead Underwriters and Joint Bookrunners, the Paying Agent, the Registrar or any of their authorized representatives, on any matter or fact which might reasonably be expected to be within the knowledge of the latter.

The Trustee may request from the Issuer, the Bondholders, the Joint Lead Underwriters and Joint Bookrunners, the Paying Agent or the Registrar, or any of their authorized representatives, for any information and/or assistance as the Trustee may reasonably require to enable it to perform its rights, powers, duties, functions, authorities, and discretion under the Trust Agreement, including but not limited to a certification of compliance (in substantially the form attached as Annex C to the Trust Agreement) to be delivered by the Issuer on a quarterly basis to confirm the Issuer's compliance with its obligations and undertakings under the Bonds and the Trust Agreement. The Issuer shall submit the certification of compliance for the first three (3) quarters of the Issuer's fiscal year within forty-five (45) days from the end of the relevant quarter, and the annual certification of compliance within one hundred twenty (120) days from the end of its fiscal year.

The Trustee may presume that no Event of Default has occurred until it has received notice thereof and it may conclusively rely upon the certification of compliance to be delivered by the Issuer.

- (d) In coordination with the Issuer, the Trustee may seek the advice of legal counsel, and take any action in accordance with the written advice of such legal counsel; provided, however, that coordination with the Issuer shall not be necessary if there is an occurrence of an Event of Default. Any such action taken or suffered in good faith by the Trustee as a consequence of the reasonable opinion of the said legal counsel, shall be conclusive and binding upon the Issuer and the Bondholders, and the Trustee shall be fully protected from any liability for any loss or damage suffered or caused to be suffered by the Issuer and/or the Bondholders by virtue thereof, provided there is no concurrent breach by the Trustee of its obligations under the Trust Agreement.

The Trustee may assume that the Issuer has taken and obtained such necessary legal and other advice and opinion in respect of the actions taken or suffered by the Trustee in accordance with the foregoing paragraph and that the same is satisfactory to it, so that the Trustee shall have no obligation or responsibility to seek or obtain any other independent or additional advice or opinion and shall not be liable for any loss or damage suffered or incurred by the Issuer and/or the Bondholders as a result thereof.

All costs and expenses (if any), including legal fees, incurred by the Trustee in connection with such action shall be reimbursed by the Issuer within five (5) Business Days from receipt of the duly supported billing statement.

- (e) The Trustee may refrain from doing anything under the Trust Agreement that would or might in its reasonable opinion be contrary to Applicable 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 Trustee may refrain from performing any action not expressly provided in the Trust Agreement unless it is first given the proper written instructions by the Issuer 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, except if there is an occurrence of an Event of Default.
- (a) Except as may be necessary to perform its duties under the Trust Agreement and as required by Applicable Law, the Trustee (i) shall permanently keep privileged and confidential, separate and distinct, any information, data, documents, files, properties, funds, or any other matter which it may acquire pursuant to the Trust Agreement or obtained in the course of the performance of its duties and functions as a Trustee, (ii) shall refrain from disclosing any such information or item in any manner, whether written, verbal, telegraphic, coded, or encrypted, whether in physical, electronic, or any other form or media, and (iii) 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; *provided*, that where any disclosure of the foregoing information is required by Applicable Law, the Trustee shall, to the extent permitted by Applicable Law, consult with and properly apprise the Issuer of such legal requirement prior to the proposed disclosure and give reasonable opportunity to the Issuer to consider the same before the Trustee makes any decision to release it. This paragraph (f) shall survive the Trust Agreement.
- (g) For the faithful performance of its duties under the Trust Agreement, the Trustee shall not be required to furnish any bond or undertaking.
- (h) Any corporation into which the Trustee may be merged or with which it may be consolidated or any corporation resulting from any merger or consolidation to which the Trustee shall be party or any corporation succeeding to the business of the Trustee shall be the successor of the Trustee hereunder without the need for the execution or filing of any paper or any further act on the part of any parties hereto, anything to the contrary notwithstanding; provided that such successor trustee shall be eligible to act as trustee under the provisions of the Trust Agreement and under Applicable Law.
- (i) The Trustee shall collect, process, retain, share, dispose and destroy the personal and/or sensitive personal information (the “**Personal Information**”) of the Bondholders in accordance with the Data Privacy Act of 2012 and its Implementing Rules and Regulations, as the same may be amended from time to time. The Trustee shall not sell, trade or otherwise share the Personal Information for marketing purposes to third parties without the written consent of the relevant Bondholder. The Trustee may disclose the Personal Information to:
 - (i) government or regulatory agencies if required by the Applicable Law, or if reasonably determined by the Trustee to be necessary in relation to the use of the Personal Information in connection with the provision of any service related to the Trust Agreement, 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, combating the financing of terrorism, review and reporting, or for purposes of complying with any law or regulation, for law enforcement purposes, national security or public interest (the “**Purpose**”);
 - (ii) its employees, directors, officers, representatives, agents, advisors, counsels, and service providers as the Trustee deems it reasonably necessary in relation to the Purpose; and
 - (iii) its Subsidiaries and affiliates as well as employees, directors, officers, representatives, agents, advisors, counsels, and service providers of such Subsidiaries and affiliates, as the Trustee deems it reasonably necessary in relation to the Purpose.

In addition to the above, the Trustee is appointed as trustee for and on behalf and benefit of the Bondholders and accordingly shall perform such duties and shall have such responsibilities as provided in the Trust Agreement.

Except as may be otherwise provided in the Trust Agreement, the Trustee is not required to expend or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers under the Trust Agreement if there is reasonable ground to believe that the repayment of such funds or liability is not reasonably assured to it under the terms of the Trust Agreement.

The Trust Agreement provides for other obligations of the Trustee and terms and conditions applicable to the Trustee's discharge of its functions under the agreement.

Resignation and Change of Trustee

- (a) The Trustee may at any time resign by giving at least 90 days' prior written notice to the Issuer and Bondholders of such resignation.
- (b) Upon receipt of such notice of resignation of the Trustee, the Issuer shall immediately appoint a replacement trustee, which shall be acceptable to the Issuer, by written instrument in duplicate, executed by its authorized officers, one (1) copy of which instrument shall be delivered to the resigning Trustee and one (1) copy to the replacement trustee. If no replacement trustee shall have been so appointed and have accepted appointment within 30 days after the giving of such notice of resignation, the resigning Trustee or any Bondholder who has been a bona fide holder for at least the immediately preceding six (6) months may, for and in behalf of the Bondholders, petition any court of competent jurisdiction for the appointment of a replacement trustee. Such court may thereupon after such notice, if any, as it may deem proper and prescribe, appoint a replacement trustee.

Subject to paragraph (f) below, a replacement trustee must possess all the qualifications required under pertinent laws and the Trust Agreement.

- (c) In case at any time the Trustee (i) shall fail to comply with the provisions of the Trust Agreement in relation to conflict of interest, after written request therefor by the Issuer or by any Bondholder, (ii) shall cease to be eligible in accordance with the provisions of the Trust Agreement or Applicable Law and shall fail to resign after written request therefor by the Issuer or by any Bondholder; (iii) in the reasonable opinion of the Issuer, has committed fraud, bad faith, willful misconduct or gross negligence or has otherwise violated Applicable Law, in each case, in the performance of any material obligation under the Trust Agreement; or (iv) shall become incapable of acting, or has acquired conflicting interest, or shall be adjudged as bankrupt or insolvent, or a receiver for the Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or of its properties or affairs for the purpose of rehabilitation, conservation or liquidation, then the Issuer may within thirty (30) days therefrom remove the Trustee, and appoint a replacement trustee, by written instrument in duplicate, executed by its authorized officers, one (1) copy of which instrument shall be delivered to the Trustee so removed and one (1) copy to the replacement trustee. If the Issuer fails to remove the Trustee and appoint a replacement trustee, any Bondholder may, on behalf of himself and all other Bondholders, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a replacement trustee. Such court may thereupon after such notice, if any, as it may deem proper, remove the Trustee and appoint a replacement trustee.
- (d) The Majority Bondholders may at any time remove the Trustee for just and reasonable cause, and with consent of the Issuer (provided that no consent of the Issuer shall be required if there has been an occurrence of an Event of Default), appoint a replacement trustee, by the delivery to the Trustee so removed, to the replacement trustee and to the Issuer of the evidence (as provided for in the Trust Agreement) of the action in that regard taken by the Majority Bondholders, which removal shall take effect thirty (30) days from receipt of such notice by the Trustee; provided, that if no replacement trustee shall have been appointed within ninety (90) days from the receipt of the Issuer of the written evidence (as provided for in the Trust Agreement) of the action taken, the Majority Bondholders may appoint a replacement trustee without the consent of the Issuer. This is without prejudice to whatever remedies may be available to the Majority Bondholders under Applicable Law or in equity.

- (e) Any resignation or removal of the Trustee and appointment of a replacement trustee pursuant to any of the provisions of the Trust Agreement shall become effective upon the earlier of: (i) the acceptance of appointment by the replacement trustee as provided in the Trust Agreement; and (ii) the effectivity of the resignation notice sent by the Trustee under the Trust Agreement; provided, however, that until such replacement trustee is qualified and appointed, the outgoing Trustee shall discharge duties and responsibilities solely as a custodian of records for turnover to the replacement trustee promptly upon the appointment thereof by the Issuer.
- (f) Within fifteen (15) days from the effectiveness of the resignation or removal of the outgoing trustee and the appointment of the replacement trustee, the outgoing trustee shall transfer and turn over to the replacement trustee, and shall make an accounting of, all the assets, documents or instruments which are in the custody of the outgoing trustee, if any, provided, that if the outgoing trustee does not receive any objections on the final accounting report within thirty (30) days from submission thereof, they shall be deemed to have absolutely and unconditionally accepted the accuracy of the final accounting report.

Replacement Trustee

- (a) The replacement trustee must have the following qualifications:
 - (i) it is a financial institution duly organized, validly existing, in good standing under and by virtue of the laws of the Philippines with full powers and authority to undertake its duties as trustee and duly authorized by the BSP to engage in trust and other fiduciary business;
 - (ii) it must be a third party that has no Subsidiary or Affiliate or any other relationship with the Issuer which would undermine its independence, including any conflict of interest under Section 11.1(c) of the Trust Agreement; and
 - (iii) it must have an adequate risk management and must be sufficiently capitalized as evidenced by its compliance with the risk-based capital adequacy ratio prescribed under applicable BSP regulations.
- (b) Any replacement trustee appointed shall execute, acknowledge and deliver to the Issuer and to its predecessor trustee an instrument accepting such appointment, and thereupon the resignation or removal of the outgoing trustee shall become effective and such replacement trustee, without further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor under the Trust Agreement. The foregoing notwithstanding, on the written request of the Issuer or of the replacement trustee, the trustee ceasing to act as such shall execute and deliver an instrument transferring to the replacement trustee, all the rights, powers and duties of the trustee so ceasing to act as such. Upon request of any such replacement trustee, the Issuer shall execute any and all instruments in writing as may be necessary to fully vest in and confer to such replacement trustee all such rights, powers and duties.
- (c) Upon acceptance of the appointment by a replacement trustee as provided in this section, the Issuer shall notify the Bondholders in writing and/or by publication once in a newspaper of general circulation in Metro Manila, Philippines, of the replacement of such replacement trustee to the trust provided in the Trust Agreement. If the Issuer fails to notify the Bondholders within ten (10) days after the acceptance of appointment by the replacement trustee, the latter shall cause the Bondholders to be notified at the expense of the Issuer.

Reports to the Bondholders

Only upon the existence of (a) or (b) below, the Trustee shall submit to the Bondholders on or before [•] of each year from the Issue Date until full payment of the respective Offer Bonds a brief report dated as of December 31 of the immediately preceding year with respect to:

- (a) the property and funds, if any, physically in the possession of the Paying Agent held in trust for the Bondholders on the date of such report which shall be based on the report to be given by the Paying Agent to the Trustee upon request by the Trustee through the Issuer; or
- (b) any action taken by the Trustee in the performance of its duties under the Trust Agreement which it has not previously reported and which in its opinion materially affects the Bonds, except action in respect of a default, notice of which has been or is to be withheld by it.

The Trustee shall submit to the Bondholders a brief report within [ninety (90)] days from the making of any advance for the reimbursement of which it claims or may claim a lien or charge which is prior to that of the Bondholders on the property or funds held or collected by the Paying Agent with respect to the character, amount and the circumstances surrounding the making of such advance; provided that, the remaining unpaid amounts of such advance is at least [10%] of the aggregate outstanding principal amount of the Bonds at such time.

Inspection of Documents

Upon due notice to the Trustee, the following pertinent documents may be inspected during regular business hours on any Business Day at the principal office of the Trustee:

- (a) the Trust Agreement;
- (b) the Registry and Paying Agency Agreement;
- (c) the Articles of Incorporation and By-laws of the Company; and
- (d) the Registration Statement of the Company with respect to the bonds (including the Offer Bonds) with the Preliminary Prospectus and this Offer Supplement.

MEETINGS OF THE BONDHOLDERS

A meeting of the Bondholders may be called at any time for the purpose of taking any actions authorized to be taken by or in behalf of the Bondholders of any specified aggregate principal amount of Offer Bonds under any other provisions of the Trust Agreement or under the law and such other matters related to the rights and interests of the Bondholders under the Offer Bonds.

The following discussion is qualified by the more detailed information as contained in the Trust Agreement.

Notice of Meetings

A meeting (either a face-to-face meeting or a meeting held through remote communication such as videoconferencing, teleconferencing, or other alternative modes of communication) of the Bondholders for purposes of taking any actions authorized under the Trust Agreement or under Applicable Law or in respect of any matter related to the Bonds may be called by the following: (a) the Trustee, on its own accord or upon the written request of the Issuer, or (b) the Bondholders representing more than [•] of the outstanding principal amount of the Bonds. The meeting may be held at such time and at such place or via such mode (as applicable) as the Trustee shall determine.

Unless otherwise provided in the Trust Agreement, the Trustee shall give notice of every meeting of the Bondholders (which notice must state the purpose thereof in reasonable detail and set forth the time, place, mode (as applicable), requirements and procedures for participating and voting therein) to the Issuer and each of the registered Bondholders not earlier than forty-five (45) days nor later than fifteen (15) days prior to the date fixed for the meeting and shall publish such notice once in a newspaper of general circulation; provided that, if the purpose of the meeting is to take any decision or action in respect of an Event of Default or potential Event of Default or the issuance of a Declaration of Default, the notice shall be made at least five (5) days prior to the date fixed for the meeting; provided further that, if the foregoing notice via publication is not practicable, the Trustee may issue the relevant notice via the other modes of notification as provided under Section 17.1 of the Trust Agreement (or Section 17.2 (*Notice to the Bondholders*) of Annex A of the Trust Agreement or of this section "*Description of the Offer Bonds – Notice to the Bondholders*").

The Trustee shall fix the record date for determining the Bondholders entitled to notice and vote during the meeting, which record date shall not be earlier than forty-five (45) days before the date of the meeting; provided that, if the purpose of the meeting is to take any decision or action in respect of an Event of Default or potential Event of Default or the issuance of a Declaration of Default, the record date shall not be earlier than fifteen (15) days before the date of the meeting.

All costs and expenses incurred by the Trustee in connection with the meetings of the Bondholders shall be for the account of the Issuer and shall be paid or reimbursed by the Issuer within ten (10) Business Days from receipt of the duly supported billing statement.

Failure of the Trustee to Call a Meeting

Failure of the Trustee to call a meeting upon the written request of either the Issuer or the Bondholders representing more than [•] of the outstanding principal amount of the Bonds within ten (10) Business Days

from receipt of such request shall entitle the requesting party to send and publish the appropriate notice of the Bondholders' meeting and fix the record date for determining the Bondholders entitled to attend and vote in accordance with the procedure set forth under Section 18.1(a)(vi)(2) and Section 19.2 (Notice of Meetings) of Annex A of the Trust Agreement or of this section "*Description of the Offer Bonds – Notice of Meetings.*"

Quorum

The presence of Majority Bondholders, personally or by proxy, shall be necessary to constitute a quorum to do business at any meeting of the Bondholders. The Trustee shall determine and record the presence of the Majority Bondholders based on the list of Bondholders prepared by the Registrar in accordance with the RPAA, which list shall include (a) the complete names of the Bondholders (including the name of the authorized representative of the Bondholder, where applicable), (b) the amount of Bonds held by the Bondholders as of the relevant record date, (c) the complete address and contact details of the Bondholders, (d) the specimen signatures of the Bondholders' authorized signatories, and (e) such other information necessary for the performance of the duties and powers of the Trustee under the Trust Agreement as may be requested by the Trustee. The Registrar shall, and the Issuer shall cause the Registrar to, provide the Trustee with a list of Bondholders and the foregoing information at least five (5) Business Days upon receipt of written request from the Trustee.

Procedure for Meetings

- (a) The Trustee shall preside at all the meetings of the Bondholders, unless the meeting shall have been called by the Issuer or by the Majority Bondholders as provided under Section 18.1(a)(vi)(3) and Section 19.3 (*Failure of the Trustee to Call a Meeting*) of Annex A of the Trust Agreement or of this section "*Description of the Offer Bonds – Failure of the Trustee to Call a Meeting*" in which case the Issuer or the Bondholders calling the meeting, as the case may be, shall move for the election of the chairman and secretary of the meeting. The elected secretary shall take down the minutes of the meeting, covering all matters presented for resolutions by and the results of the votes cast by the Bondholders entitled to vote at the meeting and/or the Person appointed by a public instrument as proxy or agent by any such Bondholder in accordance with the procedure set forth in Section 18.1(vi)(7) and Section 19.6 (*Voting Rights*) of Annex A of the Trust Agreement or of this section "*Description of the Offer Bonds – Voting Rights*". The elected secretary shall immediately provide the Trustee with a copy of the minutes of the meeting which copy shall be made available at any time to the Issuer and all Bondholders upon receipt of written request, provided that the cost of furnishing the same to the requesting party shall be for such person's account.
- (b) Any meeting of the Bondholders may be adjourned from time to time for a period or periods not to exceed in the aggregate of one (1) year from the date for which the meeting shall originally have been called, and the meeting as so adjourned may be held without further notice. Any such adjournment may be ordered by Persons representing a majority of the aggregate principal amount of the Bonds represented at the meeting and entitled to vote, whether or not a quorum shall be present at the meeting.

Voting Rights

To be entitled to vote at any meeting of the Bondholders, a Person should be a registered holder of the Bonds as reflected in the Registry on the relevant record date fixed by the Trustee, the Issuer, or the Majority Bondholders, as the case may be, or a Person appointed in writing by a public instrument as proxy or agent by any such Bondholder (and, in case of corporate or institutional Bondholders, duly supported by the resolutions of its board of directors or equivalent body authorizing the appointment of the proxy or agent duly certified by its corporate secretary or an authorized officer) for the meeting. A Bondholder shall be entitled to one (1) vote for every Ten Thousand Pesos (₱10,000.00) interest in the Bonds. The only Persons who shall be entitled to be present or to speak at any meeting of the Bondholders shall be the Persons entitled to vote at such meeting, and any representative of the Trustee, any representative of the Issuer, and their respective legal counsels.

Voting Requirement

Except as provided in the Trust Agreement, all matters presented for resolution by the Bondholders in a meeting duly called for the purpose shall be decided or approved by the affirmative vote of the Majority Bondholders (which should be present or represented in a meeting at which there is a quorum).

Any resolution of the Bondholders which has been duly approved with the required number of votes of the Bondholders as herein provided shall be binding upon all the Bondholders and the Trustee as if the votes were unanimous.

Role of the Trustee in Meetings of the Bondholders

Notwithstanding any other provisions of the Trust Agreement, the Trustee may make such reasonable regulations (not inconsistent with the Trust Agreement) as it may deem advisable for any meeting of the Bondholders, with regard to proof of ownership of the Offer Bonds, the appointment of proxies by the Bondholders, the election of the chairman and the secretary, the appointment and duties of inspectors of votes, the submission and examination of proxies, certificates and other evidence of the right to vote and such other matters concerning the conduct of the meeting as it shall deem fit.

Evidence Supporting the Action of the Bondholders

Wherever in the Trust Agreement it is provided that the holders of a specified percentage of the aggregate outstanding principal amount of the Offer Bonds may take any action (including the making of any demand or request and 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 Bondholders of such specified percentage have joined such action may be evidenced by: (i) any instrument executed by the Bondholders in person or by the agent or proxy appointed in writing in accordance with the Trust Agreement, or (ii) the duly authenticated record of voting in favor thereof at the meeting of the Bondholders duly called and held in accordance with the Trust Agreement; or (iii) a combination of such instrument and any such record of meeting of the Bondholders.

Non-Reliance

Each Bondholder also represents and warrants to the Trustee and to the Issuer that it has independently and, without reliance on the Trustee, made its own credit investigation and appraisal of the financial condition and affairs of the Issuer on the basis of such documents and information as it has deemed appropriate and that it has subscribed to the Bonds and on the basis of such independent appraisal, and each Bondholder represents and warrants that it shall continue to make its own credit appraisal without reliance on the Trustee. The Bondholders agree to indemnify and hold the Trustee harmless from and against any and all claims, liabilities, damages, penalties, judgments, suits, expenses and other costs of any kind or nature against the Trustee in respect of its obligations under the Trust Agreement, except for its gross negligence, fraud, evident bad faith, willful misconduct, or breach of Applicable Law on the part of the Trustee.

Amendments

The Issuer and the Trustee may, without prior notice to or the consent of the Bondholders or other parties, amend or waive any provisions of the Trust Agreement if such amendment or waiver is of a formal, minor, or technical nature or to correct a manifest error or inconsistency; provided, in all cases, that such amendment or waiver does not adversely affect the interests of the Bondholders; provided, further, that all Bondholders are notified of such amendment or waiver.

With the consent of the Majority Bondholders, the Issuer, when authorized by a resolution of its board of directors or the [executive] committee of its board of directors, and the Trustee may, from time to time and at any time, enter into an agreement or agreements supplemental to the Trust Agreement for the purpose of adding any provision to or changing in any manner or eliminating any of the provisions of the Trust Agreement; provided, that no such supplemental agreement shall:

- (a) without the consent of all Bondholders affected thereby: (i) extend the maturity date of the Bonds; or (ii) reduce the principal amount of the Bonds, or (iii) reduce the rate or extend the time of payment of interest and principal thereon;
- (b) impair the right of any Bondholder to (i) receive payment of principal of and interest on the Bonds on or after the due dates therefore, or (ii) to institute suit for the enforcement of any payment on or with respect to such Bondholder;
- (c) affect the rights of some of the Bondholders without similarly affecting the rights of all the Bondholders;
- (d) make any Bond payable in money other than that stated in the Terms and Conditions;

- (e) subordinate the Bonds to any other obligation of the Issuer;
- (f) amend or modify the provisions of the Terms and Conditions on Taxation, the Events of Default or the provisions under "*Description of the Offer Bonds - Waiver of Default by the Bondholders*";
- (g) reduce the percentage of the Bondholders required to be obtained under the Trust Agreement for their consent to or approval of any supplemental agreement or any waiver provided for in the Trust Agreement, without the consent of all the Bondholders; or
- (h) make any change or waiver of the conditions under this section (*Description of the Offer Bonds - Execution of Amendments or Supplemental Agreements*).

It shall not be necessary to obtain the consent of the Bondholders under this section (*Description of the Offer Bonds - Execution of Amendments or Supplemental Agreements*) for the purpose of approving the particular form of any proposed supplemental agreement but such consent shall be necessary for the purpose of approving the substance thereof.

Any consent given pursuant hereto shall be conclusive and binding upon all Bondholders and upon all future holders and owners of the Bonds or of any Bonds issued in lieu thereof or in exchange therefor, irrespective of whether or not any notation of such consent is made upon the Bonds.

Promptly after the execution by the Issuer and the Trustee of any supplemental agreement pursuant to the provisions of this section (*Description of the Offer Bonds - Execution of Amendments or Supplemental Agreements*), the Issuer shall send a notice to the Bondholders setting forth in general terms the substance of such supplemental agreement. Any failure of the Issuer to send such notice or any defect therein shall not, however, in any way impair or affect the validity of any supplemental agreement.

GOVERNING LAW

The Bond Agreements are governed by and are construed in accordance with Philippine law.

VENUE

Any suit, action, or proceeding arising out of, or relating to, the Bonds or the Trust Agreement shall be brought before the proper courts in the City of Makati or City of Pasay, to the exclusion of all other courts at the option of the plaintiff, and the parties submit to the exclusive jurisdiction of such courts for the purpose of any such suit, action, proceeding or judgment, the Issuer, Trustee and Bondholders expressly waiving other venue.

WAIVER OF PREFERENCE

The obligations created under the Bonds and the Trust Agreement shall not enjoy any priority of preference or special privileges by virtue of Article 2244, paragraph 14(a) of the Civil Code of the Philippines over any debt of the Issuer. Accordingly, whatever priorities or preferences that the Bonds and the Trust Agreement may have, or any Person deriving a right hereunder may have under Article 2244, paragraph 14(a) of the Civil Code of the Philippines, are hereby absolutely and unconditionally waived and renounced. This waiver and renunciation of the priority or preference under Article 2244, paragraph 14(a) of the Civil Code of the Philippines shall be automatically revoked or deemed not given should any bank, lender or creditor to the Issuer or any claimant against the Issuer have a preference or priority over amounts owing under their respective agreements as a result of a notarization, and the Issuer has not either procured a waiver of this preference to the satisfaction of the Trustee in respect of the Bonds and the Trust Agreement, or equally and ratably extend such preference to the Bondholders and the Trustee in respect of the Bonds and the Trust Agreement.

CAPITALIZATION

The following table sets forth the consolidated capitalization and indebtedness of the Company as of December 31, 2025 and as adjusted to give effect to the issue of the Offer Bonds. This table should be read in conjunction with the Company' audited consolidated financial statements and the notes thereto, included in the Preliminary Prospectus.

	As of December 31, 2025	
	Actual	As Adjusted
	(Audited)	
	(in ₱)	(in ₱)
Debt		
Short-term debt and current portion of long-term debt	1,462,271,879	1,462,271,879
Long-term debt—net of current portion.....	2,076,868,331	7,076,868,331
Total debt (a) ⁽¹⁾	3,539,140,210	8,539,140,210
Cash and cash equivalents.....	1,122,083,245	6,039,707,620
Net debt ⁽²⁾	2,417,056,965	2,499,432,590
Equity		
Capital stock—net of subscription receivable	2,505,306,575	2,505,306,575
Additional paid-in capital	3,331,502,966	3,331,502,966
Other reserve	151,372,686	151,372,686
Cumulative translation adjustments of foreign subsidiaries and interests in joint ventures and associates	(10,131,649)	(10,131,649)
Remeasurement loss on net defined benefit plan—net of tax	(19,742,738)	(19,742,738)
Retained earnings		
Unappropriated	3,285,492,345	3,285,492,345
Less cost of common stock held in treasury.....	140,255,859	140,255,859
Total equity (b)	9,103,544,326	9,103,544,326
Total capitalisation (a+b).....	12,642,684,536	17,642,684,536

(1) Total debt includes short-term debt and current portion of long-term debt and long-term debt—net of current portion.

(2) Net debt is total debt less cash and cash equivalents and short-term investments.

USE OF PROCEEDS

The Company estimates that the net proceeds from the Offer shall amount to approximately ₱2,944,624,375.00 after fees, commissions and expenses. Assuming the Oversubscription Option is fully exercised, the net proceeds of the Offer shall amount to approximately ₱4,917,624,375.00 after fees, commissions, and expenses.

EXPENSES

Net proceeds, after deducting estimated fees, commissions and expenses relating to the Offer are as follows:

Gross Proceeds from the Base Offer	₱3,000,000,000.00
Less:	
Underwriting and selling fees for the Series A and Series B Bonds being offered by the Company	₱[18,000,000.00]
Taxes to be paid by the Company	₱[22,500,000.00]
Listing and Maintenance Fee	₱[450,000.00]
Rating Fee	₱[5,000,000.00]
Philippine SEC filing and legal research fee	₱[1,830,625.00]
PDEX Listing Application fee (inclusive of VAT)	₱[300,000.00]
Estimated legal fees	₱[2,520,000.00]
Estimated Paying Agency and Registry Fees	₱[375,000.00]
Trustee Account Opening Fee	₱[200,000.00]
Estimated other expenses (such as cost of printing, publication, out-of-pocket expenses)	
Cost of printing	₱[200,000.00]
Publication	₱[500,000.00]
Accounting and consultancy fees	₱[3,000,000.00]
Public Relations, media expenses	₱[500,000.00]
Total Expenses	₱[55,375,625.00]
ESTIMATED NET PROCEEDS FROM THE BASE OFFER	₱[2,944,624,375.00]

Assuming the Oversubscription Option is fully exercised:

Gross Proceeds from the Oversubscription Option	₱2,000,000,000.00
Less:	
Underwriting and selling fees for the Series A and Series B Bonds being offered by the Company	₱[12,000,000.00]
Taxes to be paid by the Company	₱[15,000,000.00]
Total Expenses	₱[27,000,000.00]
ESTIMATED NET PROCEEDS FROM THE OVERSUBSCRIPTION OPTION	₱[1,973,000,000.00]
ESTIMATED NET PROCEEDS FROM THE BASE OFFER AND THE OVERSUBSCRIPTION OPTION	₱[4,917,624,375.00]

USE OF PROCEEDS

The net proceeds of the Offer will be used for the following: 1) Renewable Energy Investments, 2) Residential Pipeline Projects, 3) Redemption of Series A Preferred Shares, and 4) General Corporate Purposes.

Renewable Energy Investments

The Company also intends to use up to ₱1.80 billion assuming the full exercise of the Oversubscription Option from the net proceeds to fund the equity subscription requirements for renewable energy projects undertaken through the Company's subsidiary, ABC Energy Inc. (ABCEI), specifically supporting initiatives such as co-investments in the Alternergy Tanay and Alternergy Alabat Wind projects, as well as the pre-development activities of the Manolo Fortich Solar Project and the Misor Wind Project.

No.	Project	Estimated Project Cost (in Millions ₱)	Estimated Commencement Date	Estimated Completion Date
1	Alternergy Tanay Wind Project	1,564	2024	2026
2	Alternergy Alabat Wind Project	835	2024	2026
3	Manolo Fortich Solar Project	2,530	2027	2029
4	Misor Wind Project	4,800	2028	2030

The Company shall file the appropriate SEC Form 17-C with the SEC and the PDEx upon making any disbursement of the proceeds of the Offer for any of these projects.

The Board of Directors of the Company authorized its management to make additional investments in any of the renewable energy projects under ABCEI at such time and in such amount as management may deem appropriate taking into consideration the capital requirements of the relevant infrastructure business, including funding requirements of its projects, opportunities and developments in the relevant industries of the businesses, and requirements of relevant regulatory agencies, among others.

Residential Pipeline Projects

Proceeds will be used directly by the Company to partially finance development costs for identified pipeline residential real estate projects.

The estimated cost for the development of pipeline projects is ₱4,471 million, and the Company intends to use ₱800.00 million of the proceeds from the Base Offer, and up to ₱1.20 billion assuming the full exercise of the Oversubscription Option, to support the development of the identified pipeline projects. The remaining balance will be sourced from internally generated funds of the Company and other funding options, such as drawing on available credit lines from local banks, project financing, and tapping the capital markets, including the Shelf Registration of the Bonds, in the event that the actual development costs require additional capital.

A summary of the residential pipeline projects to be funded from proceeds of the Offer are as follows:

No.	Project	Estimated Project Cost (in Millions ₱)	Estimated Commencement Date	Estimated Completion Date
1	Xavier Southwoods Estates	853	2026	12/30/30
2	South Cove Homes	320	2026	12/30/29
3	Alexandrite Columns – Zircon Tower	850	2026	12/30/29

No.	Project	Estimated Project Cost (in Millions ₱)	Estimated Commencement Date	Estimated Completion Date
4	Coral Bay Suites – Aqua North and Aqua South Buildings	608	2026	12/30/2026
5	Mountain Pines Farm Phase 2B	62	2026	12/30/26
6	West Coast Greenfield	285	2026	12/30/28
7	Mountain Breeze Homes	485	2027	12/30/30
8	Highlands Fairway Suites	477	2027	12/30/30
9	Adelaida Mountain Residences Phase 2	155	2026	12/30/28
10	Epic Leisure Lots at Epic Mountain Estates	376	2026	12/30/28
	Total	4,471		

The The proceeds from the Offer to be used for the Development of Pipeline Real Estate Projects will be used directly by the Company, as these projects are directly held and are not conducted through subsidiaries.

The Company shall file the appropriate SEC Form 17-C with the SEC and the PDEx upon making any disbursement of the proceeds of the Offer for any of these projects.

Redemption of Series A Preferred Shares

Proceeds are earmarked for the optional redemption of the outstanding Series A Preferred Shares. The Company expects to exercise the optional redemption in November 2026. A portion of the Base Offer will be utilized for this purpose, with the allocation increasing up to the full redemption amount of ₱1.32 Billion upon the full exercise of the Oversubscription Option.

Other General Corporate Purposes

The Company may use a portion of the proceeds of the Offer to provide additional funds for the expenses of the Company related to its operations and activities, such as overhead expenses and taxes. The Company intends to use up to [•] from the net proceeds for the refinancing of short-term corporate debt, dedicated to extending the maturity profile and achieving interest savings by replacing existing debt with new, long-term financing.

Subject to determination by Management of the appropriate amounts to be used for capital expenditures and investments in subsidiaries, a portion of the proceeds may be allocated for these general corporate purposes. Management expects to use such portion of the proceeds within 12 months from the Issue Date. The proceeds from the Offer to be used for general corporate purposes will be used directly and solely by the Company. No part of the proceeds allocated for general corporate purposes shall be allocated for or used by the Company's subsidiaries.

In summary, the net proceeds of the Offer shall be used as follows:

Purpose	₱2,944,624,375.00 Net proceeds of the Offer	₱4,917,624,375.00 Net proceeds of the Offer (Assuming Full Exercise of Oversubscription Option)	Estimated Timing of Disbursement
Renewable Energy Investments	₱1.00 Billion	₱1.80 Billion	Within 12 months of issuance
Residential Pipeline Projects	₱800.00 Million	₱1.20 Billion	Within 12 months of issuance
Redemption of Series A Preferred Shares	₱1.00 Billion	₱1.32 Billion	Within 12 months of issuance
General Corporate Purposes	₱144.62 Million	₱597.62 Million	Within 12 months of issuance
TOTAL	₱2.94 Billion	₱4.91 Billion	

Any shortfall from the net proceeds of the Offer allotted to any of the foregoing will be financed from the Company's internally generated funds, subject to the approval of the Company's Board of Directors.

UNDERTAKING ON THE USE OF PROCEEDS

Pending the above use of proceeds, the Company intends to invest the net proceeds from the Offer in short-term liquid investments including, but not limited to, short-term government securities, bank deposits and money market placements which are expected to earn prevailing market rates. In the event such investments should incur losses, any shortfall will be financed from the Company's internally generated funds.

No amount of the proceeds is to be used to reimburse any officer, director, employee, or shareholder, for services rendered, assets previously transferred, money loaned or advanced, or otherwise.

Except for the underwriting fees and expenses related to the Offer Bonds, no amount of the proceeds will be utilized to pay any other outstanding financial obligations to any of the Joint Lead Underwriters and Joint Bookrunners. Please see section on "Plan of Distribution" on page [●] of this Offer Supplement.

The foregoing discussion represents a best estimate of the use of proceeds of the Offer based on the Company's current plans and anticipated expenditures. In the event there is any change in the Company's development plan, including force majeure, market conditions and other circumstances, the Company will carefully evaluate the situation and may reallocate the proceeds for future investments or other uses, and/or hold such funds in investments, whichever is better for the Company's and its shareholders' interest taken as a whole. The Company's cost estimates may also change as these plans are developed further, and actual costs may be different from budgeted costs. For these reasons, timing and actual use of the net proceeds may vary from the foregoing discussion and the Company's management may find it necessary or advisable to alter its plans. In the event of any substantial deviation/adjustment in the planned use of proceeds, the Company shall inform the SEC, PDEx and the Bondholders in writing at least thirty (30) days before such deviation, adjustment or reallocation is implemented.

PLAN OF DISTRIBUTION

The Offer Bonds shall be issued in the aggregate principal amount of up to ₱5,000,000,000.00 fixed rate bonds, consisting of the Base Offer of up to ₱3,000,000,000.00 with an Oversubscription Option of up to ₱2,000,000,000.00. ABCI plans to issue the Offer Bonds to institutional and retail investors in the Philippines through a public offering to be conducted through the Sole Issue Manager, and the Joint Lead Underwriters and Joint Bookrunners. The Offer does not include an international offering. The Sole Issue Manager, and the Joint Lead Underwriters and Joint Bookrunners, in consultation with the Issuer, may increase the Base Offer size of up to ₱3,000,000,000.00 by up to an additional ₱2,000,000,000.00 under the Oversubscription Option.

Sole Issue Manager, and Joint Lead Underwriters and Joint Bookrunners

The Sole Issue Manager, and the Joint Lead Underwriters and Joint Bookrunners have agreed to distribute and sell the Offer Bonds at the Offer Price, pursuant to an Underwriting Agreement to be entered into with the Company (the “**Underwriting Agreement**”). Subject to the fulfillment of the conditions provided in the Underwriting Agreement, the Sole Issue Manager, and the Joint Lead Underwriters and Joint Bookrunners have committed to underwrite the following amount on a firm basis:

Joint Lead Underwriters and Joint Bookrunners	Underwriting Commitment
PNB Capital and Investment Corporation	₱[1,500,000,000.00]
Land Bank of the Philippines	₱[1,500,000,000.00]

The Underwriting Agreement may be terminated in certain circumstances prior to payment being made to the Company of the net proceeds of the Offer Bonds. For further discussion, please refer to “*Plan of Distribution – Withdrawal of the Offer*” in this Offer Supplement.

The underwriting and selling fees to be paid by the Company to the Sole Issue Manager, and the Joint Lead Underwriters and Joint Bookrunners in relation to the Offer shall be up to [0.60]% of the gross proceeds of the Offer, applicable taxes for the account of the Issuer. The underwriting fee shall include ceding fees to selling syndicate, as applicable.

The allocation of the Oversubscription Option, if exercised, among the Joint Lead Underwriters and Joint Bookrunners and the distribution of the Offer Bonds between the Series A Bonds and Series B Bonds, will be determined and finalized by the end of the Offer Period.

The Sole Issue Manager, and the Joint Lead Underwriters and Joint Bookrunners are duly licensed by the SEC to engage in underwriting or distribution of the Offer Bonds. The Sole Issue Manager, and the Joint Lead Underwriters and Joint Bookrunners may, from time to time, engage in transactions with and perform services in the ordinary course of its business for the Company or any of its Subsidiaries.

The Sole Issue Manager, and the Joint Lead Underwriters and Joint Bookrunners have no direct relations with the Company in terms of ownership by either of their respective major stockholder/s, and have no right to designate or nominate any member of the Board of Directors of the Company.

The Sole Issue Manager, and the Joint Lead Underwriter and Joint Bookrunners have no contract or other arrangement with the Company by which it may return any unsold Base Offer portion of the Offer Bonds subject of the firm underwriting commitment.

For the purpose of complying with their respective commitments under the Underwriting Agreement, each Joint Lead Underwriter and Bookrunner may, under such terms and conditions not inconsistent with the provisions of the Underwriting Agreement, particularly the underwriting commitment of the Joint Lead Underwriters and Joint Bookrunners, enter into agreements with co-lead underwriters and co-underwriters, and appoint selling agents for the sale and distribution to the public of the Offer Bonds; provided, that the Joint Lead Underwriters and Joint Bookrunners shall remain solely responsible to the Issuer in respect of their obligations under the Underwriting Agreement entered into by them with the Issuer, and except as otherwise provided in the Underwriting Agreement, the Issuer shall not be bound

by any of the terms and conditions of any agreements entered into by the Joint Lead Underwriters and Joint Bookrunners with any co-lead underwriters, co-underwriters, and selling agents.

PNB Capital and Investment Corporation

PNB Capital, a wholly-owned subsidiary of the Philippine National Bank, offers a spectrum of investment banking services including loan syndications and project finance, bond offerings, private placements, public offering of shares, securitization, financial advisory and mergers & acquisitions. PNB Capital obtained its license from the Philippine SEC to operate as an investment house in 1997 and is licensed to engage in underwriting and distribution of securities to the public.

Land Bank of the Philippines

LANDBANK is a government financial institution organized and existing pursuant to Republic Act No. 3844, otherwise known as the Agricultural Land Reform Code, as amended. Established in 1963, LANDBANK operates as a universal bank, providing a wide range of financial services to support the growth of the agriculture sector, rural communities, and other priority sectors of the economy, such as infrastructure and utilities; power; micro, small and medium enterprises; healthcare and education; and environment and natural resources management, among others. Present in all 82 provinces in the country, LANDBANK is the largest development financial institution in the Philippines that promotes financial inclusion, digital transformation, and sustainable national development. LANDBANK is licensed by the SEC as an Investment House Engaged in Dealing Government Securities under Certificate of Registration (C.R.) No.: 01-2008-00243. As of December 31, 2024, LANDBANK's total assets amounted to ₱3.46 trillion, with a capital of ₱296.96 billion.

SALE AND DISTRIBUTION

The distribution and sale of the Offer Bonds shall be undertaken by the Joint Lead Underwriters and Joint Bookrunners who shall sell and distribute the Offer Bonds to third party buyers/investors. Nothing herein shall limit the rights of the Joint Lead Underwriters and Joint Bookrunners from purchasing the Bonds for their own respective accounts.

There are no Persons to whom the Offer Bonds are allocated or designated. The Offer Bonds shall be offered to the public at large and without preference.

The obligations of each of the Joint Lead Underwriters and Joint Bookrunners will be several, and not solidary, and nothing in the Underwriting Agreement shall be deemed to create a partnership or joint venture between and among any of the Joint Lead Underwriters and Joint Bookrunners. Unless otherwise expressly provided in the Underwriting Agreement, the failure by a Sole Issue Manager or a Joint Lead Underwriter and Bookrunner to carry out its obligations thereunder shall neither relieve the other Joint Lead Underwriters and Joint Bookrunners of their obligations under the same Underwriting Agreement, nor shall a Sole Issue Manager or Joint Lead Underwriter and Bookrunner be responsible for the obligation of another Sole Issue Manager or Joint Lead Underwriter and Bookrunner.

OFFER PERIOD

The Offer Period shall commence at 9:00 a.m., Manila time, on [June 22, 2026] and end at 5:00 p.m., Manila time, on [June 26, 2026] or such other date as may be mutually agreed in writing by the Company, the Sole Issue Manager and the Joint Lead Underwriters and Joint Bookrunners.

APPLICATION TO PURCHASE

The procedure set out in this section and the succeeding sections should be read together with the more detailed procedure and other conditions set out in the Application to Purchase.

Applicants may purchase the Offer Bonds during the relevant Offer Period by submitting to the Joint

Lead Underwriters and Joint Bookrunners or Selling Agents properly completed Applications to Purchase, together with all applicable supporting documentation in the prescribed form and submitted in the prescribed manner, with full payment of the Offer Price of the Bonds in the manner provided in the said Application to Purchase.

Corporate and institutional applicants 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 Bonds indicated in the Application to Purchase; and (ii) designating the signatories, with their specimen signatures, for the said purposes;
- (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 Joint Lead Underwriters and Joint Bookrunners, Selling Agents or the Registrar in the implementation of its internal policies regarding "know your customer", anti-money laundering and combating the financing of terrorism.

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 (1) of the following valid identification documents bearing a recent photo, and which is not expired: Philippine Identification Card (PhilID), Tax Identification Number (TIN) ID, 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, Philippine Health Insurance Corporation, Certification from the National Council for the Welfare of Disabled Persons, Department of Social Welfare and Development Certification, Maritime Industry Authority), 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 Joint Lead Underwriters and Joint Bookrunners, Selling Agents or the Registrar in implementation of its internal policies regarding "know your customer", anti-money laundering and combating the financing of

terrorism.

An Applicant who is claiming exemption from any applicable tax, or entitlement to preferential tax rates shall, in addition to the requirements set forth above, be required to submit the following requirements to the relevant Joint Lead Underwriter and Bookrunner or Selling Agent (together with the Application to Purchase), subject to acceptance by the Issuer as being sufficient in form and substance:

- (a) BIR-certified true copy of a valid, current and subsisting rate of tax qualification for tax exemption (e.g., Tax Qualified Plan), Certificate of Entitlement [with updated Tax Residency Certificate], Certificate of Tax Exemption), ruling or opinion issued by the BIR and addressed to the relevant applicant or Bondholder, confirming its exemption or its entitlement to the preferential rate, as required under BIR Revenue Regulation No. 15-2025, Revenue Memorandum Order (“**RMO**”) No. 38-2019 as clarified by BIR Revenue Memorandum Circular (“**RMC**”) No. 123-2024 and RMC No. 8-2014 including any clarification, supplement or amendment thereto;
- (b) with respect to tax treaty relief:
 - (i) a non-resident Bondholder may signify its intention to claim preferential tax rate under the relevant tax treaty by submitting to the Issuer the Application Form for Treaty Purposes (BIR Form 0901) and Tax Residency Certificate duly issued by the foreign tax authority, and the relevant provision of the applicable tax treaty, and such other documentary requirements enumerated in BIR RMO No. 14-2021 in relation to BIR RMC No. 77-2021. For the avoidance of doubt, the Issuer shall retain sole discretion in determining whether the non-resident Bondholder is entitled to the preferential tax treaty rate based on the documents submitted by the non-resident Bondholder, provided that all the conditions for the availment thereof, other than residency, have been satisfied;
 - (ii) in the event that the Issuer determines that the non-resident Bondholder is not entitled to the preferential tax treaty rate based on the documents submitted in item (i) above and determines that all conditions for the availment have not been satisfied, the Issuer shall apply the regular tax rates;
 - (iii) the non-resident Bondholder may apply for preferential tax treaty rate with the BIR in accordance with BIR Revenue Memorandum Order No. 14-2021;
 - (iv) the Issuer shall not apply for any confirmatory application of preferential tax rates with the BIR;
 - (v) should the BIR grant the application for tax treaty relief, it is the obligation of the non-resident Bondholder to apply for refund with the BIR. The Issuer shall not refund the non-resident Bondholder any amount as a result of the application of the higher tax rate;
 - (vi) the non-resident Bondholder must update its BIR Certificate annually, if applicable, as described in BIR Revenue Memorandum Order No. 14-2021. Expired BIR Certificates will not be accepted by the Issuer; and
 - (vii) the non-resident Bondholder shall submit its Tax Residency Certificate annually to the Issuer as continuing proof of its entitlement to the preferential tax treaty rate. Absent such updated Tax Residency Certificate, the Issuer shall apply the regular tax rate.
- (c) a duly notarized undertaking executed by (i) the corporate secretary or any authorized representative of such Applicant or Bondholder, who has personal knowledge of the exemption or preferential rate treatment based on his official functions, if the Applicant purchases, or the Bondholder holds, the Bonds for its account, or (ii) the trust officer, if the Applicant is a universal bank authorized under Philippine law to perform trust and fiduciary functions and purchases the Bonds pursuant to its management of tax-exempt entities (e.g., 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 (1) of any suspension, revocation, amendment or invalidation (in whole or in part) of the tax exemption certificate, ruling or opinion issued by the BIR, executed using the prescribed form under the Registry and Paying Agency Agreement; (2) if there are any material changes in the factual circumstances of the Bondholder including but not limited to its character, nature, and method of operation, which are inconsistent with the basis for its income tax exemption; or (3) if there are any change of circumstance, relevant treaty, law or regulation or any supervening event that may or would result in the interest income of the Bonds being ineligible for exemption or preferential rate, 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 free and harmless against any claims, actions, suits, and liabilities resulting from the non-withholding or incorrect withholding of the required tax, provided, that in case of corporate, partnership or trust account investors, such Bondholder shall also submit an original certification from the corporate secretary or an equivalent officer of the investor, setting forth the resolutions of its board of directors or equivalent body authorizing the execution of the undertaking and designating the signatories, with their specimen signatures, for the said purpose; and

- (d) such other documentary requirements as may be reasonably required by the Issuer or the Registrar or Paying Agent, or as may be required under the applicable regulations of the relevant taxing or other authorities; 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 Bondholders on the Interest payments to such Bondholders.

Unless otherwise indicated above, the foregoing requirements shall be submitted, (i) in respect of an initial issuance of the Offer Bonds, upon submission of the Application to Purchase to the Joint Lead Underwriters and Joint Bookrunners or Selling Agents who shall then forward the same to the Registrar; or (ii) in respect of a transfer from a Bondholder to a purchaser, through the intermediary to the Registrar upon submission of the investor registration form (in the form prescribed by PDTCC), in accordance with the procedures of the Registrar.

Failure on the part of the Bondholder, Joint Lead Underwriters and Joint Bookrunners, Selling Agent or PDEX Trading Participant to submit the aforementioned document/s within the time prescribed shall result in the application of the regular tax rates.

The Offer Price for each Offer Bonds is payable in full upon submission of the duly executed Application to Purchase. Payments of the Offer Price shall be made either in checks or appropriate debit instructions or payment instructions made out to the order of the relevant Joint Lead Underwriter and Bookrunner or Selling Agent. All payments must be made or delivered to the Joint Lead Underwriter and Joint Bookrunner or the Selling Agent to whom the Application to Purchase is submitted.

Completed Applications to Purchase and corresponding payments must reach the Joint Lead Underwriter and Joint Bookrunner or the Selling Agent prior to the end of the Offer Period, or such other date and time as may be agreed in writing by the Issuer, and the Joint Lead Underwriters and Joint Bookrunners at their sole and absolute discretion and without prior notice, but subject to applicable rules and regulations. Acceptance by the Joint Lead Underwriter and Joint Bookrunner and the Selling Agents of the completed Application to Purchase shall be subject to the availability of the Bonds and the acceptance by ABCI. 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 to Purchase shall be automatically canceled and any prior acceptance of the Application to Purchase shall be deemed revoked.

MINIMUM PURCHASE

A minimum purchase of ₱50,000 shall be considered for acceptance. Purchases in excess of the minimum shall be in multiples of ₱10,000.

ALLOTMENT OF THE BONDS

If the Offer Bonds are insufficient to satisfy all Applications to Purchase, the available Offer Bonds shall be allotted in accordance with the chronological order of submission of properly completed and appropriately accomplished Applications to Purchase on a first-come, first-served basis, without prejudice and subject to the Joint Lead Underwriters and Joint Bookrunners' exercise of the right of reduction or rejection on behalf of the Issuer.

ACCEPTANCE OF APPLICATIONS

The Issuer, the Sole Issue Manager, and the Joint Lead Underwriters and Joint Bookrunners reserve the right to accept, reduce or reject applications to purchase the Offer Bonds, and in case of oversubscription, allocate the Offer Bonds available to the applicants in a manner they deem appropriate.

REJECTION OF APPLICATIONS

The Sole Issue Manager and the Joint Lead Underwriters and Joint Bookrunners shall accept, reduce or reject Applications to Purchase on behalf of the Issuer in accordance with the following provisions and the allocation plan. Reasons for reduction or rejection, as the case may be, may include the following:

- (a) Applications may be rejected if: (i) the Offer Price is unpaid; (ii) payments are insufficient or where checks, as applicable, are dishonored upon first presentation; (iii) the Application to Purchase is not received by the Joint Lead Underwriters and Joint Bookrunners or the Selling Agent on or before the end of the Offer Period; (iv) the number of Bonds subscribed is less than the minimum amount of subscription; (v) the applications do not comply with the terms of the Offer; or (vi) the applications do not have sufficient information or are not supported by the required documents.
- (b) Applications may be reduced if the Offer is oversubscribed, in which case the number of Bonds covered by the applications shall be reduced pro rata.

In the event an Application to Purchase is rejected or the amount of Bonds applied for is scaled down in accordance for a particular Applicant in accordance with the Allocation Plan, the relevant Joint Lead Underwriters and Joint Bookrunners or Selling Agent shall (i) in the event of a rejection, notify the Applicant concerned that his/her application has been rejected or (ii) in the event of a scale down, upon receipt of the Allocation Report from the Sole Issue Manager, notify the Applicant concerned that that the amount of Bonds applied for has been scaled down.

REFUNDS

If any application is rejected or accepted in part only, payments made by the Applicant or the appropriate portion thereof shall be returned without interest to such Applicant by the relevant Joint Lead Underwriter and Bookrunner or the Selling Agent with whom such Application to Purchase was made.

Refunds shall be made, at the option of each Joint Lead Underwriter and Bookrunner or the Selling Agent, either (i) through the issuance of check(s) payable to the order of the relevant Applicant and crossed "Payees' Account Only" which shall be made available for pick up by the Applicant at the office of the Joint Lead Underwriter and Bookrunner or Selling Agent to whom the rejected or scaled down Application to Purchase was submitted no later than three (3) Business Days after the Issue Date, and where any checks that remain unclaimed after the three (3) Business Day period shall be mailed or delivered, at the risk of the Applicant, to the address specified in the Application to Purchase, or (ii) through the issuance of instructions for credit payments to the accounts of the relevant Applicants, as indicated in their respective Applications to Purchase.

WITHDRAWAL OF THE OFFER

The Company reserves the right to withdraw the offer and sale of the Offer Bonds at any time prior to the execution of the Underwriting Agreement and before the commencement of the Offer Period, in which event the Company shall make the necessary disclosures to the SEC and the PDEX.

The Company may, by prior written notice to the Joint Lead Underwriters and Joint Bookrunners, also withdraw the offer and sale of the Offer Bonds at any time on or after the commencement of the Offer Period and prior to the Issue Date, if any of the following events occur, in which case the Underwriting Agreement shall be deemed terminated, namely:

- (a) An outbreak or escalation of hostilities or acts of terrorism involving the Philippines or a declaration by the Philippines of a state of war; or (ii) occurrence of 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 (iii) occurrence of any change in local, national or international financial, political, economic or stock market conditions, any of which renders impracticable or inadvisable to continue with the Offer and/or listing of the Offer Bonds in the manner contemplated by the SEC pre-effective clearance, SEC order declaring effective the Registration Statement, or the Permit to Sell Securities (the "Approvals"), the Prospectus, and this Offer Supplement, or would have a material adverse effect on the Philippine economy, on the securities or other financial or currency markets of the Philippines, or on the distribution, offer and sale of the Offer Bonds in the Philippines, rendering it, in the reasonable determination of the Issuer after consultation with the Joint Lead Underwriters and Joint Bookrunners, impracticable to proceed with the Offer in the manner contemplated by the Approvals, the Prospectus, and this Offer Supplement;
- (a) An order revoking, cancelling, suspending, preventing, terminating or imposing a condition that is not acceptable to the Issuer, the offer, sale, distribution, listing or issuance of the Bonds by any court or Governmental Authority having jurisdiction on the matter, including the SEC and the PDEX;
- (b) Suspension, cancellation, revocation, or termination of any of the Approvals or the imposition of a condition in respect of the issuance and/or validity of the Approvals that is not acceptable to the Issuer;
- (c) Trading in the PDEX is closed or suspended for at least three (3) consecutive trading days other than due to weekends or declared holidays, or in such manner or for such period as will render impracticable the listing and trading of the Offer Bonds on the Issue Date or such other date as may be approved by the PDEX;
- (d) There is a change or impending change in any Philippine law, rule, regulation, policy or administrative practice, or a ruling, interpretation, decree or order issued, made, or adopted by any Governmental Authority which (i) materially and adversely affects: (a) the ability of the Issuer to engage in the business it is presently engaged in; (b) the capacity and due authorization of the Issuer to offer and issue the Offer Bonds and enter into the Bond Agreements in connection with the Offer; (c) any of the features of the Offer Bonds, including the taxes on fees or costs in connection with the Offer, or (ii) renders illegal the performance by the Issuer and/or any of the Joint Lead Underwriters and Joint Bookrunners of their respective obligations hereunder;
- (e) Any significant, adverse, and unforeseeable change or development in the Issuer's long-term financial condition, assets, liabilities, results of operations, business, properties, or profitability, which renders the Offer Bonds unsuitable for offering to the public;
- (f) The Issuer is compelled through an official order, decree, or ruling issued by any competent court or Governmental Authority to stop its operations, which is not remedied within five (5) Business Days from receipt by the Issuer of a formal notice of such decision by such competent court or Governmental Authority (as the case may be);
- (g) The Issuer shall be adjudicated bankrupt or insolvent, or shall admit in writing its inability to pay its debts as they mature, or shall make or threaten to make an assignment for the benefit of, or a composition or arrangement 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; and such receiver, trustee or similar

officer shall be appointed; or the Issuer shall initiate or institute (by petition, application or otherwise), or consent to the institution of any bankruptcy, insolvency, reorganization, rehabilitation, arrangement, readjustment of debt, suspension of payment, dissolution, liquidation, corporate rehabilitation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted against the Issuer; or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against any material asset, or material part of the Issuer's assets; or any event occurs which under the laws of the Philippines or any applicable political subdivision thereof, has an effect equivalent to any of the foregoing;

- (h) A general banking moratorium is declared in the Philippines or a material disruption in commercial banking or securities settlement or clearance services occurs in the Philippines;
- (i) The commencement or the threatened commencement in writing by any entity, person or regulatory body of any public action, court proceeding, litigation, arbitration or other similar proceeding against the Joint Lead Underwriters and Joint Bookrunners in connection with or with respect to the issuance or sale by the Issuer of the Offer Bonds or the Offer in general which renders the performance of their underwriting commitment impossible or impracticable;
- (j) Any court, arbitral tribunal, or Governmental Authority which has jurisdiction on the matter issues an order restraining or prohibiting the Joint Lead Underwriters and Joint Bookrunners, or directing them to cease, from performing their underwriting obligations which makes it impossible for the Joint Lead Underwriters and Joint Bookrunners to perform their underwriting obligations due to conditions beyond their control;
- (k) Unavailability of PDTC's facilities used for the Offer and/or listing prior to or on the target Issue Date and such unavailability effectively prevents the ability of the Issuer and the Joint Lead Underwriters and Joint Bookrunners to fully comply with the listing requirements of the PDEX, if the impact of such unavailability on the listing of the Offer Bonds remains unresolved after discussions between the Issuer and the Joint Lead Underwriters and Joint Bookrunners in good faith; and
- (l) Any force majeure event which, in the reasonable judgment of the Issuer, may have a material or adverse effect on the Issuer's long-term financial condition, assets, liabilities, results of operations, business, properties, or profitability.

The Offer shall not be withdrawn, cancelled, suspended, or terminated solely by reason of the Issuer's or the Joint Lead Underwriters and Joint Bookrunners' inability to sell or market the Offer Bonds or refusal or failure to comply with any undertaking or commitment by the Issuer, the Joint Lead Underwriters and Joint Bookrunners, or any other entity/person to take up any Offer Bonds remaining after the Offer Period.

Notwithstanding the acceptance of any Application, the Offer Bonds will be issued only upon listing of such Offer Bonds on the PDEX, and provided that the Underwriting Agreement shall not have been terminated or cancelled, on or before the Issue Date, in accordance with the provision of the said agreement. Subject to the right of the Company to withdraw or cancel the offer and sale of the Offer Bonds prior to the Issue Date pursuant to this section and the "*Plan of Distribution – Withdrawal of the Offer*" of this Offer Supplement, the Company and any of its agents involved in the Offer undertake to comply with all conditions that are within the control of the Company and any of its agents involved in the Offer, to ensure the listing of the Offer Bonds on Issue Date.

PAYMENTS

The Paying Agent shall open and maintain a payment account for each series of the Offer Bonds, which shall be operated solely and exclusively by the said Paying Agent in accordance with the RPAA, provided that beneficial ownership of the payment accounts shall always remain with the Bondholders. The payment account shall be used exclusively for the payment of the principal, interest and other payments due on the Bonds on the relevant Payment Date. The Issuer and the Paying Agent shall

maintain the relevant payment account while the relevant series of the Bonds are outstanding, and until six (6) months past the relevant Maturity Date or Redemption Date, as applicable. Upon closure of the payment accounts, any balance remaining in such payment account shall be turned over to the Issuer and shall be held by the Issuer in trust and for the irrevocable benefit of the Bondholders with unclaimed interest and principal payments and such other payments that are due on the relevant series of the Bonds.

UNCLAIMED PAYMENTS

Any payment of interest on, or the principal of the Offer Bonds which remain unclaimed after the same shall have become due and payable, shall be held in trust by the Paying Agent for the Bondholders at the latter's risk and shall be dealt with in accordance with the relevant provisions of the RPAA.

PURCHASE AND CANCELLATION

The Issuer may purchase the Offer Bonds at any time in the open market or by tender or by contract, in accordance with PDEX rules, as may be amended from time to time, without any obligation to make pro rata purchases from all Bondholders. Offer Bonds so purchased shall be redeemed and cancelled and may not be re-issued.

Upon listing of the Offer Bonds on PDEX, the Issuer shall disclose any such transactions in accordance with the applicable PDEX disclosure rules.

SECONDARY MARKET

ABCI intends to list the Bonds in the PDEX.

For a more detailed discussion, please refer to the section "*Description of the Offer Bonds – Secondary Trading of the Bonds*".

REGISTRY OF BONDHOLDERS

The Offer Bonds shall be issued in scripless form. A Master Certificate of Indebtedness representing the Series A Bonds and Series B Bonds sold in the Offer shall be issued in the name of the Trustee for the benefit of the Bondholders.

Legal title to the Offer Bonds shall be shown in the Registry to be maintained by the Registrar. The names and addresses of the Bondholders and the particulars of the Offer Bonds held by them and all transfers of the Offer Bonds shall be entered into the Registry. Transfers of ownership shall be effected through book-entry transfers in the scripless Registry.

For a more detailed discussion, please refer to the section "*Description of the Offer Bonds – Transfer of the Bonds*".

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