

APPLICATION TO PURCHASE



Underwriter's Control #: _____

1 st Copy	Registrar
2 nd Copy	Underwriter
3 rd Copy	Applicant

7.8203 percent (7.8203 %) Unsecured Fixed Rate Peso Retail Bonds Due 2022
 ("CPGI Bonds")

This is an application to purchase Century Properties Group, Inc. ("CPGI") Bonds (the "Application"). Any Application submitted by a prospective purchaser must be for a minimum principal amount (face value) of ₱50,000.00 and in multiples of ₱10,000.00 thereafter. The CPGI Bonds will be recorded in electronic book-entry (scripless) form in the system of the Philippine Depository & Trust Corporation (the "Registrar") and shall be subject to the rules and regulations of the Registrar. Duly completed Applications and all supporting documents must be received by the Underwriter not later than 12:00 p.m. of 5 April 2019, which is the end of the Offer Period, unless otherwise extended or earlier terminated. Applications and payments received later than the Offer Period will be rejected. Any Application improperly or incompletely accomplished may likewise be rejected. This Application is irrevocable and, once submitted, may not be withdrawn by the Applicant. Duly completed Applications, in triplicate, together with all the required attachments and payments must be submitted to the Underwriter from whom such Application was obtained. Payment in full, through either method set forth below, must accompany this Application. CPGI and the Underwriter reserve the right to accept or reject this Application, and in case of oversubscription, allocate the CPGI Bonds available to the applicants in a manner they deem appropriate.

Name of Applicant: (Last, First, M.I. / Business Name)*	Type of Investor: <input type="checkbox"/> Individual <input type="checkbox"/> Corporate
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I/We (the "Applicant") hereby apply to purchase the following principal amount of the CPGI Bonds (the "Total Purchase Amount"), subject to the Terms and Conditions and the Prospectus distributed or made available by CPGI and the Underwriter in relation to the offer and sale of CPGI Bonds.

Tenor	Amount in Words (₱)	Amount in Figures (₱)
Three (3) years		

Mode of Payment for the CPGI Bonds:

Real Time Gross Settlement (RTGS)

Regular Bank Check Drawee Bank: _____ Check No. _____

Debit peso current/savings account number _____ with _____ branch _____

Permanent Address:*	Present Mailing Address (if different from Permanent Address):*
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Telephone Number/s:	Email Address :
Fax Number/s:	(Please fill-in only if you specifically consent to e-mail communications in receiving notices, statements or other communications. Provisions on Communications under the Terms & Conditions will apply.)

Primary Contact Person (if other than Applicant):	Relationship to Applicant:
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Date of Birth / Incorporation (mm/dd/yyyy):*	Place of Birth / Incorporation:*
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Nationality:*	Tax Identification Number:*
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Nature of Work or Business:*	Name of Employer/ Business:*
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Sources of Income:*	Tax Status: <input type="checkbox"/> Taxable <input type="checkbox"/> Tax Exempt** <input type="checkbox"/> Reduced Tax Treaty of ____%** ** Subject to submission of documentary proof of exemption or reduced taxation, as applicable
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<p>Mode of Collection of Interest and Principal Payments:</p> <p>I/We hereby unconditionally instruct and authorize the Paying Agent to cause the payments of interest and principal on the CPGI Bonds net of applicable taxes, fees and cost to be purchased via:</p> <p><input type="checkbox"/> Credit PESO current/savings account number _____ with _____ branch _____</p> <p><input type="checkbox"/> Credit Demand Deposit Account _____</p> <p>All payments under the CPGI Bonds shall be credited to the above designated account. I/We shall be responsible for ensuring that this account is open, active and existing, otherwise, I/we shall be liable for any fees or charges that maybe imposed by the Cash Settlement Bank or that may otherwise be incurred by the Registrar and Paying Agent in crediting payments of interest or principal to my/our account.</p>	<p>Statement, Notices & Correspondence Delivery Mode:</p> <p><input type="checkbox"/> Send to email address indicated above</p> <p><input type="checkbox"/> Delivery via courier (Metro Manila area only) or registered mail to mailing address indicated above</p>
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If a Corporation, please fill up Additional Required Information: (Please use additional sheets if necessary)

Name of Parent Company, if any:	
Names of Directors:*	Names of Stockholders Owning at Least 2% of the Authorized Capital Stock:*
Names of Beneficial Owners of Applicant, if any:*	Address of Beneficial Owner:

* Required to be filled up under Republic Act No. 9160, Republic Act No. 9194 and BSP Circular Nos. 251, 253 and 279, and all other amendatory and implementing law, regulation, jurisprudence, notice or order of any Philippine governmental body relating thereto.

NOTICE: Interested persons may obtain a copy of the prospectus at <http://www.century-properties.com> or from any of the Underwriters.

The Securities & Exchange Commission Secretariat Building, PICC Complex Roxas Boulevard, Metro Manila Philippines http://www.sec.gov.ph/	Philippine Dealing & Exchange Corporation 37/F, Tower 1, The Enterprise Center 6766 Ayala Avenue corner Paseo de Roxas 1226 Makati City www.pds.com.ph	Century Properties Group, Inc. Contact Person: Atty. Isabelita Ching-Sales Telephone No.: (632) 793-5500 e-mail address: icsales@century-properties.com	Address: 21F Pacific Star Bldg. Sen. Gil Puyat Ave. cor. Makati Ave. Makati City 1200
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REQUIRED ATTACHMENTS TO THIS APPLICATION

The Bondholder understands that the Registrar will not issue a Registry Confirmation nor will the Bondholder be allowed to sell or transfer his CPGI Bonds until such Bondholder shall have submitted to the Registrar all the documents required for the issuance of these CPGI Bonds.

IF THE APPLICANT IS A CORPORATION:

- (a) An original notarized Certificate of the Corporate Secretary of the Applicant setting forth resolutions of the Applicant's Board of Directors authorizing the purchase of the Bonds indicated in the Application and 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 Applicant's Corporate Secretary, or by an equivalent officer(s) who is/are authorized signatory(ies);
- (c) Ownership structure of the Applicant;
- (d) A list of natural persons who are the beneficial owners of the parent company of the Applicant;
- (e) two (2) duly accomplished signature cards containing the specimen signatures of the Applicant's authorized signatories, validated by its Corporate Secretary or by an equivalent officer(s) who is/are authorized signatory(ies), whose authority(ies) and specimen signatures have been submitted to PDTC;
- (f) Identification document(s) of the Applicant's authorized signatories;
- (g) Identification document(s) of at least two (2) of the Applicant's directors, including the managing director, if any;
- (h) Identification documents of beneficial owners who own at least 10% of the capital stock of the Applicant;
- (i) Identification document of the Corporate Secretary or of the equivalent officer(s);
- (j) Authorization letter, if applicable, for the distribution of payments such as cash dividends, interest and/or principal payment; and
- (k) Such other documents as may be reasonably required by the Registrar in the implementation of its internal policies regarding "know your customer" and anti-money laundering.

IF THE APPLICANT IS A NATURAL PERSON:

- (a) Identification document of the Applicant;
- (b) Two (2) duly accomplished signature cards containing the specimen signature of the Applicant;
- (c) Authorization letter, if applicable, for the distribution of payments such as cash dividends, interest and/or principal payment; and; and
- (d) Such other documents as may be reasonably required by the PDTC in implementation of its internal policies regarding "knowing your customer" and anti-money laundering

IDENTIFICATION DOCUMENTS SHALL CONSIST OF:

Any one of the following valid identification documents bearing a recent photo, and which is not expired: Passport, Driver's License, Professional Regulation Commission identification card ("ID"), National Bureau of Investigation Clearance, Police Clearance, Postal ID, Voter's ID, Barangay Certification, Government Service Insurance System e-Card, Social Security System Card, Senior Citizen Card, Overseas Workers Welfare Administration ID, OFW ID, Seaman's Book, Alien Certification of Registration/Immigrant Certificate of Registration, Government Office and government-owned and controlled corporation ID, e.g. Armed Forces of the Philippines, Home Development Mutual Fund, Certification from the National Council for the Welfare of Disabled Persons, Department of Social Welfare and Development Certification, Integrated Bar of the Philippines ID, company IDs issued by private entities or institutions registered with or supervised or regulated either by the Bangko Sentral ng Pilipinas, Securities and Exchange Commission 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).

Applicants claiming exemption or preferential rate from any applicable tax shall also be required to submit the following documentary proof of its tax-exempt or preferential status together with this Application to Purchase:

- (a) A current and valid Bureau of Internal Revenue ("BIR")-certified true copy of the tax exemption certificate, ruling or opinion issued by the BIR addressed to the Applicant confirming the exemption;
- (b) Original of the duly notarized declaration warranting its tax-exempt status or entitlement to reduced treaty rates, undertaking to immediately notify the Issuer and the Registrar and Paying Agent of any suspension or revocation of its tax exemption or treaty privileges, and agreeing to indemnify and hold the Issuer and the Registrar and Paying Agent free and harmless against any claims, actions, suits, and liabilities resulting from the non-withholding or reduced withholding of the required tax substantially in the form attached to the Registry and Paying Agency Agreement; and
- (c) For those who are claiming benefits under tax treaties, duly accomplished Certificate of Residence for Tax Treaty Relief ("CORTT") Form (Part I and Part II) or the prescribed certificate of residency of the country of their residence with the CORTT Form Part I (A, B and C) and Part II in accordance with the relevant BIR regulations
- (d) Such other documentary requirements as may be reasonably required by the Registrar and the Underwriter as proof of the eligible Bondholders' tax-exempt status or as may be required under the applicable regulations of the relevant taxing or other authorities.

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

REPRESENTATIONS, WARRANTIES AND AUTHORIZATION

In executing this Application, the Applicant represents and warrants, under penalty of law, that all information contained herein (including its tax status) and the required attachments are true and correct and that the signatures thereon are genuine, properly authorized, and obtained without use of fraud, coercion or any other vice of consent. The Applicant agrees to immediately notify the Issuer and the Registrar and Paying Agent, either directly or through the Underwriter, if anything occurs which renders or may render untrue or incorrect in any respect any of the information given herein (including information given with respect to the Applicant's tax status) or any of its representations or warranties. The Applicant understands that the Underwriter, the Registrar and Paying Agent and the Issuer will rely solely on its representations and warranties set forth herein including, without limit, its declaration of its tax status, including, if applicable, its tax-exempt status in processing payments due to it under the Bonds. The Applicant agrees to indemnify and hold the Underwriter, the Registrar and Paying Agent, and the Issuer free and harmless against any and all claims, actions, suits, damages, and liabilities resulting from the non-withholding of the required tax due to the representations as indicated in this Application to Purchase, any misrepresentation contained herein or any reliance on the confirmations contained herein. The Applicant likewise authorizes the Registrar and Paying Agent to verify the information stated in this Application from any and all sources and in such manner compliant with applicable laws and regulations, including but not limited to, requesting information contained herein from the Underwriter regarding the Applicant's account/s with the said Underwriter. By giving authority to the Registrar and Paying Agent and by signing this application, the Applicant hereby waives its right to privacy of information or confidentiality that may exist by law or by contract, and allows the Underwriter to disclose all information as may be necessary and required by the Issuer and the Registrar and Paying Agent solely and exclusively for the limited purpose of enabling the Registrar and Paying Agent to determine the eligibility of the Applicant and update such information, with respect to the information contained herein. The Applicant understands and consents to any collection, processing, retention, and/or sharing of their personal, sensitive personal, or privileged information by the Registrar or Paying Agent disclosed to it. The Applicant warrants that the Applicant (or its authorized signatory) has read and understood the Terms and Conditions, the terms and conditions stated in this Application to Purchase as well as the Rules and Procedures of the Registrar and Paying Agent, the relevant laws, and rules of relevant governmental authorities, and unconditionally accepts the same. The Applicant agrees to indemnify and hold the Registrar and Paying Agent, the Issuer and Underwriter, free and harmless from and against any and all liabilities, damages, penalties, judgments, suits, expenses and other costs of any kind or nature arising from any act or omission pertinent to their respective obligations under the Bonds, unless such act or omission same was committed with gross negligence or willful misconduct. The Applicant further agrees that completion of this Application to Purchase constitutes an instruction to and authority from the Applicant to the Issuer, the Registrar and Paying Agent and/or Underwriter to execute any application form or other documents and generally to do all such other things and acts as the Issuer, the Registrar and Paying Agent and/or Underwriter may consider necessary or desirable to effect registration of the CPGI Bonds in the name of the Applicant.

APPLICANT'S FULL NAME (IN PRINT):	APPLICANT'S AUTHORIZED SIGNATURE/S :
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ACKNOWLEDGEMENT AND ACCEPTANCE

Underwriter's Acceptance: <input type="checkbox"/> Acceptance	<input type="checkbox"/> Rejection due to _____
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Underwriter's Certification/Endorsement:

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

We hereby warrant that:

- (a) The necessary know-your-client process was conducted on the Applicant pursuant to the Anti- Money Laundering Act and the amendments thereto ("AMLA") as well as its implementing rules and regulations ("IRR") and our own internal policies;
- (b) The identity of the Applicant was duly established pursuant to the AMLA and its IRR;
- (c) To the best of the undersigned's knowledge, all information provided to the Issuer and the Registrar and Paying Agent regarding the Applicant are true, complete, current and correct;
- (d) Any and all authorizations and waivers from the Applicant necessary for the undersigned Underwriter to disclose all information required by the Issuer and the Registrar and Paying Agent to determine the eligibility of the Applicant have been duly obtained; and
- (e) The Applicant's signature appearing herein is genuine and authentic and was herein affixed freely and voluntarily.

Underwriter

Underwriter's Authorized Signatory
Signature over printed name

Underwriter's Authorized Signatory
Signature over printed name

READ IMPORTANT INFORMATION ON ALL PAGES OF THIS FORM

CERTAIN RELEVANT INFORMATION CONCERNING THE OFFERING OF THE CPGI BONDS

UNLESS OTHERWISE EXPRESSLY STATED OR THE CONTEXT PROVIDES OTHERWISE, ALL TERMS USED HEREIN SHALL HAVE THE MEANING ASCRIBED TO THEM IN THE PROSPECTUS OF THE CPGI BONDS (“BONDS”), AND THE TERMS AND CONDITIONS DESCRIBED THEREIN. THE INFORMATION SET FORTH BELOW IS AN INCOMPLETE SUMMARY OF CERTAIN TERMS OF THE OFFERING AND THE BONDS AND ARE QUALIFIED BY SUCH TERMS AND CONDITIONS IN EVERY RESPECT. THE CPGI BONDS ARE GOVERNED BY AND SUBJECT TO A REGISTRY AND PAYING AGENCY AGREEMENT BETWEEN CENTURY PROPERTIES GROUP, INC. AND THE PHILIPPINE DEPOSITORY & TRUST CORP. AS THE REGISTRAR AND PAYING AGENT, AND THE RULES AND PROCEDURES OF PDTC, AND A TRUST INDENTURE AGREEMENT BETWEEN CENTURY PROPERTIES GROUP, INC. AND CHINA BANKING CORPORATION - TRUST AND ASSET MANAGEMENT GROUP, AS TRUSTEE, WHICH PROVIDE FOR, AMONG OTHERS, SUCH TERMS AND CONDITIONS. APPLICANTS SHOULD READ THE PROSPECTUS AND ITS DESCRIPTION OF SUCH TERMS AND CONDITIONS. NO UNDERWRITER OR ANY OTHER PERSON HAS BEEN AUTHORIZED BY CPGI TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION IN RESPECT OF THIS OFFERING.

THE CPGI BONDS. Century Properties Group, Inc. (“CPGI”) is offering Unsecured Fixed-Rate Peso-Denominated Retail Bonds with an aggregate principal amount of ₱2,000,000,000.00, with an Oversubscription Option of up to ₱1,000,000,000.00 at the price of par or 100% of the face value thereof.

FORM, TRADING AND DENOMINATION. The Bonds are in scripless form, and issued in denominations of ₱50,000.00 each as a minimum and in integral multiples of ₱10,000.00 thereafter, and shall be subsequently traded in denominations of ₱10,000.00 in the secondary market. Legal title to the Bonds shall be shown in the Electronic Registry of Bondholders maintained by the Registrar and Paying Agent pursuant to the Registry and Paying Agency Agreement. CPGI intends to list the Bonds in the Philippine Dealing Exchange (“PDEX”) for secondary market trading. Secondary market trading in PDEX shall follow the applicable PDEX rules, conventions, and guidelines, 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.

The Bonds will be traded in a minimum board lot size of ₱10,000.00, and in multiples of ₱10,000.00 in excess thereof for so long as any of the Bonds are listed on PDEX.

OFFER PERIOD. Offer Period shall commence at 9:00 am on April 1, 2019 and ending at 12:00 nn on April 5, 2019 or such earlier day or later day as may be mutually agreed upon by the Issuer and the Issue Manager and Lead Underwriter.

ISSUE DATE. CPGI intends to issue the Bonds on April 15, 2019.

FINAL REDEMPTION. The Bonds will be redeemable at par on Maturity Date, which is April 15, 2022.

INTEREST RATE. 7.8203 % per annum fixed for 3 years. Interest will be calculated on a 30/360-day basis and will be paid quarterly in arrears.

INTEREST PAYMENTS. Interest on the Bonds shall be calculated on the basis of a 30/360-day basis, and shall be paid quarterly in arrears commencing on July 15, 2019 for the first Interest Payment Date and on January 15, April 15, July 15, and October 15 of each year for each subsequent Interest Payment Date at which the Bonds are outstanding, or the subsequent Business Day without adjustment if such Interest Payment Date is not a Business Day. The last Interest Payment Date on the Bonds shall fall on the Maturity Date.

PAYMENTS. The principal of, interest on, and all other amounts payable on the Bonds shall be paid by CPGI to the Bondholders through the Registrar and Paying Agent pursuant to the Registry and Paying Agency Agreement. Pursuant to PDTC Rules, the Registrar and Paying Agent shall pay, or cause to be paid, on behalf of CPGI on each Payment Date the total amounts due in respect of the Bonds by crediting, net of taxes and fees, the Cash Settlement Account of the Bondholders. The principal of, and interest on, and all other amounts payable on the Bonds shall be payable in Philippine Pesos. CPGI shall ensure that so long as any of the Bonds remains outstanding, there shall at all times be a paying agent for purposes of the Bonds.

TAXATION. Interest income on the Bonds is subject to a final withholding tax at rates between 20% and 30%, depending on the tax status of the relevant Bondholder and subject to its claim of tax exemption or preferential withholding tax rates 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 Republic 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:

- a) Income tax on any gain by a holder of the Bonds realized from the sale, exchange or retirement of the said Bonds;
- b) The applicable final withholding tax on interest earned on the Bonds prescribed under the Tax Reform Act of 1997, as amended and its implementing rules and regulations as maybe in effect from time to time (the “Tax Code”). Interest income on the Bonds is subject to a final withholding tax at rates between 20% and 30%, depending on the tax status of the relevant Bondholder and subject to its claim of tax exemption or preferential withholding tax rates under relevant law, regulation or tax treaty. An investor who is exempt from the aforesaid withholding tax, or is subject to a preferential withholding tax rate shall be required to submit the following requirements to the Registrar and Paying Agent, subject to acceptance by the Issuer as being sufficient in form and substance: (i) a current and valid BIR-certified true copy of the tax exemption certificate, ruling or opinion issued by the BIR addressed to the Applicant confirming the exemption; (ii) original of the duly notarized declaration warranting its tax-exempt status or entitlement to reduced treaty rates, undertaking to immediately notify the Bank and the Registrar and Paying Agent of any suspension or revocation of its tax exemption or treaty privileges, and agreeing to indemnify and hold the Bank and the Registrar and Paying Agent free and harmless against any claims, actions, suits, and liabilities resulting from the non-withholding or reduced withholding of the required tax substantially in the form attached to the Registry and Paying Agency Agreement; and (iii) For those who are claiming benefits under tax treaties, duly accomplished Certificate of Residence for Tax Treaty Relief (“CORTT”) Form (Part I and Part II) or the prescribed certificate of residency of the country of their residence with the CORTT Form Part I (A, B and C) and Part II in accordance with the relevant BIR regulations; and (iv) such other documentary requirements as may be reasonably required by the Registrar and the Selling Agents as proof of the eligible Bondholders’ tax-exempt status or as may be required under the applicable regulations of the relevant taxing or other authorities.
- c) Gross Receipts Tax under Section 121 of the Tax Code;
- d) Taxes on the overall income of any securities dealer or Bondholder, whether or not subject to withholding;
- e) Value Added Tax (“VAT”) under Sections 106 to 108 of the Tax Code, and as amended by Republic Act No. 9337; and
- f) Documentary stamp tax for the primary issue of the Bonds and the execution of the Bond Agreements, if any, shall be for the Issuer’s account.

REDEMPTION.

- (a) **Final Redemption.** Unless previously redeemed, purchased and cancelled, the Bonds shall be redeemed at par or one hundred percent (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 CPGI through the Registrar and Paying Agent, without adjustment with respect to the amount of interest payable, on the succeeding Business Day.
- (b) **Redemption for Taxation Reasons.** If payments under the 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 CPGI, CPGI may redeem the 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’ notice to the Trustee) at par plus accrued interest.
- (c) **Purchase and Cancellation.** The Issuer may purchase the Bonds at any time in the open market or by tender or by contract at any price without any obligation to make pro-rata purchases from all Bondholders. Bonds so purchased shall be redeemed and cancelled and may not be re-issued.
- (d) **Change in Law or Circumstance.** CPGI may redeem the Bonds in whole, but not in part, in the event of changes in law or circumstances (“Change of Law”). Each of the following events shall be considered as a Change of Law as it refers to the obligations of the Issuer and to the rights and interests of the Bondholders under the Trust Indenture and the Bonds:
 - (i) Any government and/or non-government consent, license, authorization, registration or approval now or hereafter necessary to enable CPGI to comply with its obligations under the Trust Indenture or the Bonds shall be modified in a manner which shall materially and adversely affect the ability of CPGI to comply with such obligations, or shall be withdrawn or withheld.
 - (ii) Any provision of the Trust Indenture 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 CPGI to give effect to its rights or obligations hereunder, or to enforce any provisions of the Trust Indenture 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 Indenture or any other related documents.
 - (iii) Any concessions, permits, rights or privileges required for the conduct of the business and operations of CPGI 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 CPGI.

In the event that CPGI should invoke this, CPGI shall provide the Trustee an opinion of legal counsel confirming the occurrence of the relevant event and the consequences thereof as consistent herewith, such legal counsel being from a recognized law firm reasonably acceptable to the Trustee. Thereupon, the Trustee shall confirm that CPGI may redeem the Bonds in whole, but not in part, on any Banking Day (having given not more than sixty (60) nor less than thirty (30) days’ notice to the Trustee) at par plus accrued interest.

APPLICATION AND PAYMENT FOR THE BONDS. Applicants may purchase the Bonds during the Offer Period by submitting to the Underwriter properly completed Application, together with two signature cards, and the full payment of the purchase price of the Bonds in the manner provided in said Application.

BOND RATING. The Bonds have been rated AA by the Credit Rating and Investors Services Philippines, Inc. (“CRISP”) as of 28 January 2019. CRISP favorably notes the continuing ability of CPGI to service its debt obligations, as evidenced by its fulfillment of the obligations under the Bonds issued on September 2, 2014 due in fiscal year 2017. This rating also reflects a very strong capacity to repay CPGI’s debt obligations, low probability of default and a high rate of recovery in case of default.

REFUNDS. If any Application is rejected or accepted in part only, the Application money or the appropriate unused portion thereof shall be returned without interest to such applicant through the Underwriter.

REGISTRATION. The SEC has issued a Permit to Sell in respect of the Bonds.

COMMUNICATIONS. The Bondholder acknowledges that the Registrar and the Paying Agent do not guarantee the security of any notice, statement, instructions, or other communication transmitted by facsimile or through electronic means, and, thus, agrees that the Registrar and the Paying Agent are not liable for the complete and timely transmission thereof. The Bondholder assumes all risks in relation to any communication transmitted by or to the Bondholder by facsimile or electronic means and agrees that it shall have no recourse to the Registrar and/or the Paying Agent for any liability or damage arising from or in connection therewith, unless said liability or damage was caused by the Registrar’s and/or the Paying Agent’s fraud, evident bad faith, negligence or willful omission. The Bondholder agrees to indemnify the Registrar and the Paying Agent from and against all actions, claims, demands, liabilities, obligations, losses, damages, costs (including without limitation, interest and reasonable legal fees) and expenses of whatever nature (whether actual or contingent) suffered, incurred or threatened against the Registrar and the Paying Agent arising from or in connection with the act of the Registrar in accepting and acting on any notice, statement, instructions, transmitted by facsimile or electronic means. By indicating the email address/es in the Application, the Bondholder, including its successors or/assigns, consent to receive notices and communications via email; and such consent shall operate as a waiver of the Bondholder’s right and privilege to the secrecy of bank deposits in respect of such statements/notices. The Registrar and the Paying Agent are not responsible for monitoring and re-sending rejected electronically transmitted statements, notices and communications. Requests for resending and/or for additional statements, notices and/or advices shall be for the account of the Bondholder. Transmittal of statements shall be in the frequency as stipulated by the Issuer.

FEES. The Applicant understands and agrees that any transaction on the Bonds which utilizes the services of PDTC, the Registrar, the Paying Agent, an Underwriter, a Cash Settlement Bank, or PDEX, and/or any service provider, as the case may be, may be subject to such fees and charges for which the Applicant or its counterparty may be accountable. A copy of the schedule of such fees is available from the appropriate service provider. The Applicant understands that PDTC may increase its fees and charges at its sole discretion in order to maintain the quality of its service. The Issuer and the Bondholder shall be informed of changes in fees at least thirty (30) days prior to the effective date of any such change.

PDTC RULES: The Bondholders shall hereby be bound by the registry rules and procedures of the Registrar, as the same may be amended from time to time.

THE BONDS AND THIS APPLICATION TO PURCHASE ARE GOVERNED BY AND SUBJECT TO THE TERMS AND CONDITIONS HEREOF AS WELL AS THOSE DESCRIBED IN THE PROSPECTUS. THE APPLICANT MAY OBTAIN A COPY OF THE PROSPECTUS WHICH SHALL BE MADE AVAILABLE AT THE OFFICES OF THE UNDERWRITER THROUGHOUT THE OFFER PERIOD, DURING REGULAR BUSINESS HOURS.