#### SURETYSHIP AGREEMENT

This **SURETYSHIP AGREEMENT** (the "**Agreement**") dated 8 February 2022, executed in Makati City by and between:

CHINA BANKING CORPORATION – TRUST AND ASSET MANAGEMENT GROUP, a universal banking corporation duly organized and validly existing under and by virtue of the laws of the Republic of the Philippines, authorized to perform trust and other fiduciary functions, with principal office address at 8<sup>th</sup> Floor, China Bank Building, 8745 Paseo de Roxas corner Villar Street, Makati City 1226, represented by its Vice President, Mary Ann T. Lim, and Senior Assistant Vice President, Susan U. Ferrer (hereinafter referred to as the "Trustee");

- and -

**CENTURY LIMITLESS CORPORATION**, a corporation duly organized and validly existing under the laws of the Republic of the Philippines, with principal office address at Unit No. 803, SOHO CENTRAL, situated at No. 748 Shaw Blvd., Greenfield District, Mandaluyong City, represented by its Treasurer, Rafael G. Yaptinchay (hereinafter referred to as "**CLC**");

**CENTURY CITY DEVELOPMENT CORPORATION,** a corporation duly organized and validly existing under the laws of the Republic of the Philippines, with principal office address at 21<sup>st</sup> Floor, Pacific Star Building, Sen. Gil Puyat corner Makati Avenue, Metro Manila, Philippines represented by its Treasurer, Rafael G. Yaptinchay (hereinafter referred to as "**CCDC**");

CENTURY COMMUNITIES CORPORATION, a corporation duly organized and validly existing under the laws of the Republic of the Philippines, with principal office address at No. 10 Canyon Ranch Drive, Canyon Ranch Subdivision, San Lazaro Leisure Park, Barangay Lantic, Carmona, Cavite, Philippines, represented by its Treasurer, Rafael G. Yaptinchay (hereinafter referred to as "CCC"); and

**CENTURY PROPERTIES MANAGEMENT, INC.,** a corporation duly organized and validly existing under the laws of the Republic of the Philippines, with principal office address at 6<sup>th</sup> Floor Pacific Star Building, Sen. Gil Puyat Ave. corner Makati Avenue, Makati City, Philippines, represented by its Chief Financial Officer, Ponciano S. Carreon, Jr. (hereinafter referred to as "**CPMI**").

(CLC, CCDC, CCC, and CPMI are hereinafter collectively referred to as the "Corporate Sureties" and each a "Corporate Surety")

#### WITNESSETH: That

WHEREAS, Century Properties Group Inc., (the "Issuer" or "CPGI") is offering five (5)-year 5.7524 percent (5.7524%) Unsecured Peso-denominated Fixed-Rate Retail Bonds due 24 February 2027 in the principal amount of Two Billion Pesos (₱2,000,000,000.00) (the "Firm Bonds") with an option for the Sole Issue Manager, Sole Lead Underwriter and Sole Bookrunner, China Bank Capital Corporation ("China Bank Capital"), with the consent of the Issuer, to offer or purchase up to an additional One Billion Pesos (₱1,000,000,000.00) (the "Oversubscription Option") (the Firm Bonds and the Oversubscription Option are, collectively, the "Bonds") for public distribution and sale in the Philippines (the "Offer" or "Offering"). The proposed issuance is the first issuance from the Issuer's Six Billion Pesos (₱6,000,000,000.00) debt securities program under shelf registration to be registered with the Securities and Exchange Commission (the "SEC") (the "Debt Securities Program").

WHEREAS, China Bank Capital agreed to underwrite the Firm Bonds pursuant to the Issue Management and Underwriting Agreement dated 8 February 2022 (the "Underwriting Agreement");

**WHEREAS**, the Issuer appointed, and the Trustee accepted its appointment, to act as the Trustee of the Bondholders, to perform the functions provided in the Trust Indenture Agreement dated 8 February 2022 in relation to the Offer;

WHEREAS, it is a condition under the Underwriting Agreement that the Corporate Sureties issue a suretyship in favor of the Trustee and the Bondholders, binding themselves to be solidarily liable with the Issuer in respect of the Issuer's obligations under the Bonds and the Bond Agreements (as the term is hereinafter defined);

**NOW THEREFORE**, in consideration of the premises and other good and valuable consideration, the parties hereby agree as follows:

# ARTICLE 1 INTERPRETATION

- 1.1 Defined Terms. All capitalized terms used herein, which are not otherwise defined herein, shall have the respective meaning ascribed to such terms in the Trust Indenture Agreement dated 8 February 2022 between the Issuer and the Trustee, the Registry and Paying Agency Agreement dated 8 February 2022 between the Issuer and the Registrar and Paying Agent, and the Underwriting Agreement between the Issuer and China Bank Capital dated 8 February 2022, the Master Certificate of Indebtedness, and the Terms and Conditions, or any document, certificate or writing contemplated thereby (the "Bond Agreements").
- **1.2 Other Usages.** References to "this agreement", "the agreement", "hereof", "herein", "hereto" and like references refer to this Agreement, as amended, modified, supplemented, or replaced from time to time, and not to any particular Article, Section, or other subdivision of this Agreement. Any references herein to any other agreements or

- documents shall mean such agreements or documents as amended, modified, supplemented, restated, or replaced from time to time.
- **1.3 Plural and Singular.** Where the context so requires, words importing the singular number shall include the plural and vice versa.
- **1.4 Headings.** The division of this Agreement into Articles and Sections and the insertion of headings in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

# ARTICLE 2 THE CORPORATE SURETIES

## 2.1 Joint and Several Liability.

- 2.1.1 In consideration of the Bond Agreements, and in order to secure the payment of all the Bonds and to ensure the prompt observance and performance of the obligations of the Issuer under the Bond Agreements, including those which may be provided in any deed, instrument, or document to be delivered pursuant to its provisions, the Corporate Sureties hereby assume joint and several liability with the Issuer for the Bonds, and undertakes to indemnify, protect, save, and hold the Trustee and the Bondholders free and harmless from and against, any and all claims, damages, charges, proceedings, liabilities, costs, and expenses made, filed, asserted, or collected from them as a result of, or in connection with the Bonds and the execution and performance of the Bond Agreements.
- 2.1.2 The liability of each of the Corporate Sureties is primary and solidary, and is not contingent upon the pursuit by the Trustee or the Bondholders of whatever remedies they may have against the Issuer.
- 2.1.3 If any part of the Bonds is not paid on due date (at stated maturity or by acceleration), the Corporate Sureties shall, without need for any notice, demand, or any other act or deed, immediately be liable under this Agreement and the Corporate Sureties shall pay and perform the same upon the terms and conditions of this Agreement and the Bond Agreements.

## 2.2 Discharge and Release.

2.2.1 The Corporate Sureties shall remain liable for as long as the Bonds or any portion thereof remains outstanding, or any obligation of the Issuer under the Bond Agreements has not been performed, and notwithstanding any modification, amendment, or novation of this Agreement, or the Bond Agreements, or any part thereof. With respect to any and all modifications, amendments, novations, renewals, extensions, or grace periods, the Corporate Sureties hereby waive their respective rights to any notice thereof or requirement of consent thereto.

- 2.2.2 The liability of the Corporate Sureties shall terminate only upon payment in full and the discharge of the Bonds and all other obligations of the Issuer under the Bond Agreements, including the payment of the amount of any costs, expenses, indemnities, and taxes due thereunder.
- 2.2.3 In case of discharge under Section 2.2.2 herein and provided that the full payment of the Bonds has been received by the Bondholders, upon the written request of the Corporate Sureties, the Trustee shall discharge or release the Corporate Sureties by written instrument signed by the Trustee.
- 2.2.4 Any discharge or release referred to above shall be subject to the condition that it will be void if any payment, which the Bondholders and/or the Trustee has received or may receive from any person in respect of the Bonds is set aside, refunded, or reduced under any applicable law or proves to have been invalid, in which event, the Trustee shall be entitled to recover from the Corporate Sureties on demand the value of the amount of any such payment as if such discharge or release had not been effected.

#### 2.3 Waiver of Defenses.

- 2.3.1 The liabilities and obligations of the Corporate Sureties under this Agreement shall remain in full force and effect notwithstanding any act, omission, neglect, event, or matter whatsoever whether or not known to the Corporate Sureties, Issuer, Trustee, and/or Bondholders, and the foregoing shall apply, without limitation, in relation to:
  - (a) anything, except full payment of the Bonds and the performance of all obligations of the Issuer under the Bond Agreements, which would have discharged the Corporate Sureties (in whole or in part) whether as co-obligor, or otherwise, or which would have afforded the Corporate Sureties any legal or equitable defense;
  - (b) any winding up, dissolution, reconstruction, or reorganization, legal limitation, disability, incapacity, or lack of corporate power or authority, or other circumstances of, or any change in the constitution or corporate identity or loss of corporate identity by any of the Bondholders or the Issuer; and
  - (c) anything which renders the obligations of the Issuer or the Corporate Sureties invalid or unenforceable under this Agreement or any part of the Bond Agreements to which it is a party, and any defense or counterclaim that the Issuer or the Corporate Sureties may be able to assert against the Bondholders or the Trustee.

- 2.3.2 Without limiting the generality of Section 2.3.1 above, none of the liabilities or obligations of the Corporate Sureties under this Agreement shall be affected or impaired by the Bondholders or the Trustee:
  - (a) agreeing with the Issuer or the Corporate Sureties on any renewal, roll-over, amendment, variation, assignment, novation of, or departure from (however substantial or material) this Agreement or the Bond Agreements, so that any such amendment, variation, assignment, novation, or departure shall, whatever its nature, be binding upon the Corporate Sureties in all circumstances, notwithstanding that it may increase or otherwise affect the liability of the Corporate Sureties;
  - (b) releasing or granting at any time or any indulgence of any kind to the Issuer or any one of the Corporate Sureties, (including, without limitation, a change in the time, manner or terms of payment, the waiver of any conditions precedent or the breach of any covenants under the Bonds and Bond Agreements), or entering into any transaction or arrangements whatsoever with or in relation to the Issuer or the Corporate Sureties that has or may have the effect of releasing or granting any time or any indulgence of any kind to the Issuer or the Corporate Sureties;
  - (c) taking, accepting, varying, dealing with, abstaining from enforcing, surrendering or releasing any collateral, right of recourse, set-off, or combination or other right or interest held by the Bondholders or the Trustee on the Bonds or in relation to this Agreement or the Bond Agreements in such manner as they think fit;
  - (d) claiming, proving for, accepting, or transferring any payment in respect of the Bonds in any composition by or winding up of the Issuer or the Corporate Sureties or abstaining from such claiming, proving for, accepting, or transferring;
  - (e) selling and/or purchasing of all or any collateral at public or private sale, or the enforcement of the Bond Agreements, and (after deducting all costs and expenses of every kind for collection, sale, or delivery) the application of the net proceeds of any such sale(s) upon any portion of the Bonds;
  - (f) settling or compromising with the Issuer or any of the Corporate Sureties or any other person(s) liable thereon, of any and all of the Bonds or subordination of the payment of same, or any part(s) thereof, to the payment of any other debts, or claims which may at any time be due or owing to the Bondholders or the Trustee; or
  - (g) agreeing to any change in the ownership or management or control of the Issuer.

#### 2.4 Demands.

Upon the declaration of an Event of Default under the Bond Agreements, the Trustee may, upon notice in writing to any of the Corporate Sureties, demand payment of the Bonds. Demands under this Agreement may be made from time to time, and the liabilities and the obligations of the Corporate Sureties hereunder may be enforced, irrespective of: (a) whether any demands, steps, or proceedings are being or have been made or taken against the Issuer or the Corporate Sureties; or (b) whether, or in what order, any security to which the Bondholders may be entitled in respect of the Bonds is enforced.

## 2.5 Continuing Security.

- 2.5.1 Without prejudice to the discharge of the obligations of the Corporate Sureties under Section 2.2, the Corporate Sureties shall remain liable under this Agreement for as long as the Bonds or any portion thereof has not been fully paid and performed, or any obligation of the Issuer under the Bond Agreements has not been performed, and notwithstanding any modification, amendment, or novation of this Agreement or the Bond Agreements and the Bonds, and/or notwithstanding any renewal, extension, or grace period respecting the Bond Agreements, or any portion thereof. With respect to any and all modifications, amendments, novations, renewals, extensions, or grace periods, the Corporate Sureties hereby waive their right to any notice thereof or to require its consent thereto.
- 2.5.2 The liability of the Corporate Sureties shall terminate only upon payment in full and the discharge of the Bonds and all other obligations of the Issuer under the Bond Agreements.

## 2.6 Limitation on Liability.

It is expressly agreed and understood that recourse for the obligations of the Corporate Sureties under this Agreement shall be limited to the Corporate Sureties and that no personal liability in respect of or recourse under or upon any obligation, covenant, or agreement contained in this Agreement shall attach to, be incurred by or be had against any of their officers or directors, as such, past, present or future, of the Corporate Sureties or their respective employees, agents, and direct or indirect controlling persons of such persons.

## 2.7 Representations and Warranties.

In addition to the representations and warranties of the Issuer pertaining to each of the Corporate Sureties as the Issuer's Subsidiaries in the Bond Agreements, each of the Corporate Sureties hereby represents and warrants as follows:

- 2.7.1 It is a corporation duly organized, validly existing, and in good standing under and by virtue of the laws of the Republic of the Philippines, has its principal office at the address indicated in this Agreement, is registered or qualified to do business in the Republic of the Philippines, and has the corporate power and authority to enter into this Agreement;
- 2.7.2 All corporate and Governmental Authorizations, approvals, and other acts legally necessary for the execution of this Agreement have been obtained or effected and are in full force and effect from execution of this Agreement until the discharge and release of the Corporate Sureties in accordance with Section 2.2;
- 2.7.3 Its obligations under this Agreement constitute legal, valid, binding, direct, and unconditional obligations, enforceable in accordance with their terms;
- 2.7.4 The execution and delivery of this Agreement by each of the Corporate Sureties, the consummation by each of the Corporate Sureties of its obligations under this Agreement will not: (i) violate or conflict with nor constitute a breach or default of any of the provisions of their respective Articles of Incorporation or the By-Laws, or other equivalent constitutive documents, or any resolution of their respective board of directors; (ii) contravene any existing applicable law, rules, or regulations applicable to or binding upon each of the Corporate Sureties; (iii) conflict with or result in any breach of any of the terms or provisions of, or constitute any default under, or constitute a default or an event of default, upon the giving of notice or the passing of time (or both) on, under, any agreement or instrument to which each of the Corporate Sureties is a party; and (iv) violate or infringe any judgment, order, or decree of any government, governmental body, court, or instrumentality having jurisdiction over the Issuer or any of its properties; and
- 2.7.5 Each of the Corporate Sureties, through its Board of Directors, has independently satisfied itself that it will derive direct and indirect economic and corporate benefit from the arrangements contemplated in this Agreement, and that there are reasonable grounds for believing that the execution by it of this Agreement will result in corporate benefits to it.

## 2.8 Other Obligations.

As soon as available and in any event within one hundred twenty (120) days after the end of each calendar year and quarter, each of the Corporate Sureties shall furnish the Trustee, electronic copies (via email or in CD format) of the annual audited financial statements of such calendar year (with a covering certification that the copies are faithful reproductions of the originals), or the unaudited financial statements after each quarter, including therein a balance sheet of each of the Corporate Sureties as of the end of such calendar year and quarter, and statements of income and retained earnings and of sources and application of funds of each of the Corporate Sureties for such calendar year, such audit report being prepared in accordance with generally accepted accounting principles in the Philippines and

being certified by an independent public accountant acceptable to the Trustee, with a certification of such accounting firm stating that the audit of the business of each of the Corporate Sureties was conducted by such accounting firm in accordance with generally accepted auditing standards.

# ARTICLE 3 MISCELLANEOUS PROVISIONS

#### 3.1 Notices.

All notices and other communications provided for herein (including, without limitation, any modifications of or waivers or consents under this Agreement) shall be given or made in writing (including, without limitation, by electronic mail or facsimile transmission) delivered to the parties at the following addresses, facsimile numbers or email addresses:

If to the Corporate Sureties:

#### CENTURY LIMITLESS CORPORATION

Address: Unit No. 803, SOHO CENTRAL, situated at No. 748 Shaw

Blvd., Greenfield District, Mandaluyong City

Tel/Fax No.: (632) 7793-5050 / (632) 7793-5542

Email: rgy@century-properties.com

Attention: Rafael G. Yaptinchay

Treasurer/ Director

### CENTURY CITY DEVELOPMENT CORPORATION

Address: 21st Floor, Pacific Star Building, Sen. Gil Puyat corner Makati

Avenue, Metro Manila, Philippines

Tel/Fax No.: (632) 7793-5050 / (632) 7793-5542

Email: rgy@century-properties.com

Attention: Rafael G. Yaptinchay

Treasurer

### **CENTURY COMMUNITIES CORPORATION**

Address: No. 10 Canyon Ranch Drive, Canyon Ranch Subdivision, San

Lazaro Leisure Park, Barangay Lantic, Carmona, Cavite,

**Philippines** 

Tel/Fax No.: (632) 7793-5050 / (632) 7793-5542

Email: rgy@century-properties.com

Attention: Rafael G. Yaptinchay

Treasurer/ Director

## CENTURY PROPERTIES MANAGEMENT, INC.

Address: 6<sup>th</sup> Floor Pacific Star Building, Sen. Gil Puyat Ave. corner

Makati Avenue, Makati City, Philippines

Tel/Fax No.: (632) 7793-5050 / (632) 7793-5542

Email: rgy@century-properties.com

Attention: Rafael G. Yaptinchay

President

#### If to the Trustee:

# CHINA BANKING CORPORATION – TRUST AND ASSET MANAGEMENT GROUP

Address: 8<sup>th</sup> Floor, China Bank Building, 8745 Paseo de Roxas corner

Villar Street, Makati City 1226 Philippines

Fax No.: (632) 8885-5874 / (632) 8885-5888 loc 6006

Email: suferrer@chinabank.ph / jdlagustan@chinabank.ph

Attention: Susan U. Ferrer / Jericho D. Lagustan

Senior Assistant Vice President / Assistant Vice President

Except as otherwise provided in this Agreement, all communications (including those transmitted by electronic mail or facsimile transmission) shall be deemed to have been duly given only when personally delivered; or, in the case of a mailed notice, upon receipt; or in the case of a facsimile transmission, when transmission is completed and is evidenced by a receiving copy report from the sender; or in the case of electronic mail, when the electronic data message is retrieved by the addressee, in each case given or addressed as aforesaid.

## 3.2 Successors and Assigns.

Unless otherwise provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. The Corporate Sureties may not assign their rights or obligations hereunder without the prior written consent of all the Bondholders and the Trustee.

## 3.3 No Limitation on Right of Action.

Nothing herein shall affect or limit the right of any of the parties to commence any legal action against any of the other parties and/or their respective properties in any other jurisdiction or to serve process in any manner permitted by applicable law, and the taking of proceedings in any jurisdiction shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

## 3.4 Waiver of Immunity.

Each of the Corporate Sureties irrevocably waives any immunity to which it or any of its properties may at any time be or become entitled, whether characterized as sovereign

immunity or otherwise, from any set-off, legal action, or proceeding including immunity from service of process, immunity from jurisdiction of any court or tribunal, and immunity of any of its property from attachment prior to judgment or from execution of a judgment.

#### 3.5 Amendments.

The provisions of this Agreement may not be amended, waived, discharged, or terminated, unless such amendment, waiver, discharge, or termination is in writing and signed by all the parties to this Agreement.

# 3.6 No Waiver; Cumulative Remedies.

No failure to exercise, and no delay in exercising, any right, power, or privilege hereunder, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power, or privilege hereunder preclude or require any other or future exercise thereof or the exercise of any right, power, or privilege. All rights, powers, and remedies granted to any party and all other agreements, instruments, and documents executed in connection with this Agreement shall be cumulative, may be exercised singly or concurrently and shall not be exclusive of any rights or remedies provided by law.

# 3.7 Severability.

In case any one or more of the provisions contained in this Agreement shall be declared invalid, illegal, or unenforceable in any respect, the validity, legality, or enforceability of the remaining provisions herein and therein shall not in any way be affected or impaired hereby.

## 3.8 Benefit of Agreement.

Except as expressly set forth herein with respect to the Bondholders and the Trustee, nothing in this Agreement, expressed or implied, shall give or be construed to give any Person other than the parties any legal or equitable right, remedy, or claim under this Agreement, or under any covenant or provision herein contained, all such covenants and provisions being for the sole benefit of the parties.

# 3.9 Binding Effect.

All of the covenants, warranties, undertaking, and agreements of the Corporate Sureties hereunder shall bind it and shall inure to the benefit of the Bondholders, Trustee, and their respective successors and assigns, as the case may be, whether so expressed or not.

## 3.10 Governing Law; Submission to Jurisdiction.

3.10.1 This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Republic of the Philippines.

- 3.10.2 Any suit, action, or proceeding against the Corporate Sureties with respect to this Agreement or on any judgment entered by any court in respect thereof shall be exclusively brought in any competent court in the City of Makati, and the parties hereby submit to the exclusive jurisdiction of such courts for the purpose of any such suit, action, proceeding, or judgment.
- 3.10.3 If any legal action or other proceeding is brought in connection with any provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in such action or proceedings.

## 3.11 Counterparts.

This Agreement may be signed in any number of counterparts. Any single counterpart or a set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original agreement for all purposes.

[Signature Pages Follow]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

FOR THE CORPORATE SURETIES:

CENTURY LIMITLESS CORPORATION

Bv:

RAFAEL G. YAPTINCHAY

Treasurer

CENTURY CITY DEVELOPMENT CORPORATION

By:

RAFAEL G. YAPTINCHAY

Treasurer

CENTURY COMMUNITIES CORPORATION

By:

RAFAEL G. YAPTINCHAY

Treasurer

CENTURY PROPERTIES MANAGEMENT, INC.

Dv.

PONCIANO 8. CABREON JR.

Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

# FOR THE TRUSTEE:

CHINA BANKING CORPORATION –
TRUST AND ASSET MANAGEMENT GROUP

By:

MARY ANN T. LIM

Vice President

SUSAN U. FERRER

Senior Assistant Vice President

#### ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )
MAKATI CITY ) SS.

BEFORE ME, a notary public for Makati City, this \_FdE\_Br0 8 2022<sub>2022</sub> in Makati City, personally appeared:

Name	Government ID Presented	Date / Place of Issue	
Century Limitless Corpora Corporation	ation/ Century City Development Con	poration./ Century Communities	
Rafael G. Yaptinchay	TIN: No. 106-957-132	n/a	
Century Properties Manag	ement, Inc.		
Ponciano S. Carreon, Jr.	TIN No. 180-091-161	n/a	

who were identified by me through competent evidence of identity to be the same persons who executed this Agreement and they acknowledged to me that the same was their free and voluntary act and deed, and the free and voluntary act of the entities they represent.

This Agreement consists of [15] pages, including the page where this acknowledgment is written, and is signed by the parties on the signature pages.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and in the place indicated above.

Doc. No. 221;

Page No. 46

Book No. I

Series of 2022.

Appointment No. M010

Notary Public for Makati City

Vasir December 31, 2023

23rd Floor, Century Diamond Tower, Century City, Kalayaan Avenue corner Salamanca Street, Barangay Poblacion, Makati City MCLE Compliance No. VII-0005431, 12.10.2021

PTR No. MKT8853291MJ, 01.03.2022 / Makati City Roll No. 74043 / IBP No. 172083, 01.05.2022 / Manila IV

### ACKNOWLEDGMENT

REPUBLIC OF THE PHII	LIPPINES )		
MAKATI CITY	) SS.	FEB 0 8 2022	
BEFORE ME, a notary r	public for Makati City, this	day of	2022 in Makati City

Name

personally appeared:

Government ID Presented

Date / Place of Issue

### CHINA BANKING CORPORATION – TRUST AND ASSET MANAGEMENT GROUP

Mary Ann T. Lim

Driver's License No.

Valid until: 20/29/2022

G01-94-178174

Susan U. Ferrer

Driver's License No. N06-81-020501

Valid until: 9/2/2024

who were identified by me through competent evidence of identity to be the same persons who executed this Agreement and they acknowledged to me that the same was their free and voluntary act, and the free and voluntary act of the entity they represent.

This Agreement consists of 15 pages, and the page where this acknowledgment is written, and is signed by the parties on the signature pages.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and in the place indicated above.

Doc. No. 466 Page No. 94: Book No. 3 ; Series of 2022.

Notary P for Makati City Appt. No. M-3. Until 31 December 2021

4/ Philcom Building,

8755 Pesen de Roxas, Makati City PTR No. 88629929: 01-11-12; Makati City

IBP No. 174907; Makati Chapter Roll of Actorney's No. 68624

EXTENDED UNTIL JUNE 30, 2022

PURSUANT TO BAR MATTER NO. 3795