



Century Properties Group Inc.
(incorporated in the Republic of the Philippines)

Offer of up to ₱3,000,000,000.00
Fixed Rate Corporate Notes

consisting of

5-Year Series A Notes due 2031 at 7.7000% p.a. (“Notes”)

at an Issue Price of 100% of Face Value

to be enrolled and traded through
The Philippine Dealing & Exchange Corp.

The date of this Information Memorandum is 24 June 2026.

Sole Arranger and Bookrunner



THE SECURITIES BEING OFFERED OR SOLD UNDER THIS INFORMATION MEMORANDUM HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION (“SEC”) AS THE ISSUANCE IS AN EXEMPT TRANSACTION UNDER SECTION 10.1 (L) OF THE SECURITIES REGULATION CODE (REPUBLIC ACT NO. 8799) (“SRC”). UPON ISSUANCE, THESE SECURITIES SHALL BE SIMULTANEOUSLY ENROLLED AS SECURITIES THAT MAY BE TRADED BETWEEN AND AMONG QUALIFIED BUYERS WHICH ARE JURIDICAL PERSONS AND RESIDENTS OF THE PHILIPPINES AT THE PHILIPPINE DEALING & EXCHANGE CORP. (“PDEX”) IN ACCORDANCE WITH THE PROCEDURES AND REQUIREMENTS SET FORTH IN THIS INFORMATION MEMORANDUM, AND THE RELEVANT PDEX RULES, OPERATING FRAMEWORK, AND TRADING CONVENTIONS. ANY FUTURE OFFER OR SALE OF THE SECURITIES WITHIN THE PDEX TRADING SYSTEM MUST BE TO A QUALIFIED BUYER WHICH IS A JURIDICAL PERSON AND A RESIDENT OF THE

PHILIPPINES, AS DEFINED AND PRESCRIBED UNDER THE SRC AND ITS IMPLEMENTING RULES AND REGULATIONS, AS AMENDED (“SRC RULES”). ANY FUTURE OFFER OR SALE OF THE SECURITIES IS SUBJECT TO THE REGISTRATION REQUIREMENTS UNDER THE SRC RULES UNLESS SUCH OFFER OR SALE QUALIFIES AS AN EXEMPT TRANSACTION.

THE OFFER AND ISSUANCE OF THE NOTES ARE MADE SOLELY TO QUALIFIED BUYERS WHICH ARE JURIDICAL PERSONS UNDER SECTION 10.1 (L) OF THE SRC. THE OFFER AND ISSUANCE IS EXEMPT FROM THE REGISTRATION REQUIREMENTS OF THE SRC. THE ISSUER WILL NOT OBTAIN A CONFIRMATION OR DECLARATION OF SUCH EXEMPTION FROM OR FILE A NOTICE OF SUCH EXEMPTION WITH THE SEC.

THE INFORMATION CONTAINED HEREIN SUPERSEDES ANY PREVIOUS INFORMATION DELIVERED TO ANY PROSPECTIVE INVESTOR.

The Sole Arranger and Bookrunner have no direct relations with CPGI in terms of ownership by its major stockholder/s.

China Bank Capital Corporation is the wholly owned investment banking subsidiary of China Banking Corporation. It was registered and licensed as an investment house on 27 November 2015, with SEC Company Registration No. CS201522558 and SEC Investment House License No. CR 01-2015-00279 (renewed on 13 November 2025), as a result of the spin-off of China Banking Corporation's Investment Banking Group. The firm offers a full suite of investment banking solutions that enable clients to achieve their fundraising objectives and strategic goals. The firm's services include arranging, managing, and underwriting debt and equity transactions, such as bond offerings, corporate notes issuances, initial public offerings and follow-on offerings of common and preferred shares, private placement of securities, structured loans, project finance, real estate investment trusts, and asset securitizations. Chinabank Capital Corporation also provides financial advisory services, such as deal structuring, valuation, and execution of mergers, acquisitions, divestitures, joint ventures, and other corporate transactions. As of 31 December 2025, it has total assets of ₱2.46 Billion and a capital base of ₱2.37 Billion.

China Banking Corporation through its Trust and Asset Management Group is the duly appointed Trustee of the Noteholders. The Trustee is a group within China Banking Corporation, which is the direct parent company of China Bank Capital Corporation, the Sole Arranger and Bookrunner for this Offer. However, the Trustee is separate and independent from the Sole Arranger and Bookrunner.

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FORWARD-LOOKING STATEMENTS

This information memorandum (“**Information Memorandum**”) contains certain “forward-looking statements.” These forward-looking statements can generally be identified by use of statements that include words or phrases such as “believes”, “expects”, “anticipates”, “intends”, “plans”, “foresees”, or other words or phrases of similar import. Similarly, statements that describe Century Properties Group Inc.’s (“**CPGI**” or “**Issuer**”) objectives, plans or goals are also forward-looking statements. All such forward-looking statements are subject to certain risks and uncertainties that could cause actual results to differ materially from those contemplated by the relevant forward-looking statement. Important factors that could cause actual results to differ materially from the expectations of CPGI include, among others:

- General economic and business conditions in the Philippines;
- Industry risk in which CPGI and its Subsidiaries operate;
- Changes in laws and regulations that apply to the segment or industry in which CPGI and its Subsidiaries operate; and
- Changes in political conditions in the Philippines.

Subject to the obligation of the Sole Arranger and Bookrunner under applicable laws and regulations to conduct due diligence on the Issuer, the Sole Arranger and Bookrunner does not take any responsibility for, or give any representation, warranty or undertaking in relation to, any forward-looking statement.

These forward-looking statements speak only as of the date of this Information Memorandum. Each of the Company and the Sole Arranger and Bookrunner expressly disclaims any obligation or undertaking to release, publicly or otherwise, any updates or revisions to any forward-looking statement contained herein to reflect any change in our expectations with regard thereto or any change in events, conditions, assumptions, or circumstances on which any statement is based. In light of these risks, uncertainties and assumptions, prospective investors should be aware that the forward-looking events and circumstances discussed in this Information Memorandum might not occur in the way we expect, or at all. Our actual results could differ substantially from those anticipated in our forward-looking statements. Investors should not place undue reliance on any forward-looking statement.

DEFINITION OF TERMS

As used in this Information Memorandum, unless the context otherwise requires, the following terms shall have the meanings set out below.

| | |
|----------------------------------|---|
| Application to Purchase | The application forms accomplished and submitted by an applicant for the purchase of a specified amount of the Notes, together with all the other requirements set forth in such application. |
| Articles of Incorporation or AOI | The Company's Articles of Incorporation, as amended. |
| Balikbayans | Former Filipino citizens who have returned to the Philippines. |
| BIR | Philippine Bureau of Internal Revenue. |
| Board of Directors or the Board | Board of Directors of CPGI. |
| BSP | Bangko Sentral ng Pilipinas, the central bank of the Philippines. |
| Banking Day | A day, other than a public non-working holiday, Saturday, or Sunday, on which the BSP's Philippine Payment and Settlement System (PhilPaSS) and the clearing house operations of Payments Network of the Philippines Inc. (or, in the event of the discontinuance of their respective functions, their respective replacements) are open and available for clearing and settlement, and banks are generally open for business in Metro Manila, Philippines. All other days not otherwise specified in this document shall mean calendar days. |
| By-Laws | The Company's By-Laws, as amended. |
| CCC | Century Communities Corporation. |
| CCDC | Century City Development Corporation. |
| CDLC | Century Destinations and Lifestyle Corp. (formerly known as Century Properties Hotel and Leisure, Inc.). |
| Civil Code | Republic Act No. 386 or the Civil Code of the Philippines, as amended. |
| CLC | Century Limitless Corporation. |
| CPC | Century PHirst Corporation |

| | |
|--|---|
| CPI | Century Properties, Inc. |
| CPGI, or the Company, or the Issuer | Century Properties Group Inc. |
| CPMI | Century Properties Management, Inc. |
| CRISP | Credit Rating and Investors Services Philippines, Inc. |
| e-SIP | The e-Securities Issue Portal established and maintained by the PDS Group. |
| Electronic Registry of Noteholders | The electronic record of the issuances, sales, and transfers of the Notes to be maintained by the Registrar, pursuant to and under the terms of the Registry and Paying Agency Agreement. |
| Eligible Noteholder | Noteholder who has been a bona fide holder for at least six (6) months. |
| Enrollment Date | 30 June 2026, or such other date as may be agreed upon in writing by the Issuer and the Sole Arranger and Bookrunner. |
| Events of Default | Event/s which will deem CPGI in default under the Notes and the Trust Indenture Agreement. |
| FF/FF | Fully-Fitted and Fully-Furnished. |
| GFA | Gross floor area. |
| GLA | Gross leasable area. |
| Government | Government of the Republic of the Philippines. |
| Information Memorandum | This Information Memorandum together with all its annexes, appendices, and amendments, if any. |
| Interest Payment Dates | 30 September 2026 for the first Interest Payment Date and on 30 December, 30 March, 30 June and 30 September of each year for each subsequent Interest Payment Date, for so long as the Notes are outstanding. If the Interest Payment Date is not a Banking Day, interest will be paid on the next succeeding Banking Day, without any adjustment as to the amount of interest to be paid. |
| Interest Rate | 7.7000% p.a. |
| Issue Management and Placement Agreement | Issue Management and Placement Agreement dated 24 June 2026 between the Company and the Sole Arranger and Bookrunner. |

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|------------------------------------|---|
| Issue Price | 100% of face value. |
| Lien | (a) A mortgage, charge, pledge, encumbrance, or other lien securing any obligation of any person; (b) any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person or; (c) any other type of preferential arrangement (including any title transfer and retention arrangement) having a similar effect. |
| Majority Noteholders | means the holder or holders of more than 50% of the aggregate outstanding principal amount of the Notes at the relevant time; |
| Master Certificate of Indebtedness | The certificate issued by the Issuer to the Trustee for the benefit of the Noteholders, evidencing and covering such amount corresponding to the aggregate principal amount of the Notes. |
| Maturity Date | 30 June 2031 for the Notes. The Maturity Date of the Notes, for purposes of the Company effecting repayment of the principal amount thereof, shall be in accordance with Banking Day convention. Thus, if a Maturity Date is not a Banking Day, the principal repayment, without adjustment as to the amount of interest and principal to be paid, shall be made by the Company on the next succeeding Banking Day. |
| Meridien | Meridien Group of Companies. |
| Note Documents | The Trust Indenture Agreement, Registry and Paying Agency Agreement, the Issue Management and Placement Agreement, the Master Certificate of Indebtedness, the Terms and Conditions, this Information Memorandum, including amendments thereto or any document, certificate or writing contemplated thereby. |
| OFWs | Overseas Filipino Workers. |
| PAS | Philippine Accounting Standards. |
| Paying Agent | Refers to PDTC, appointed under the Registry and Paying Agency Agreement (collectively referred to as the “ Registrar and Paying Agent ”) that will receive the funds from the Company for the payment of the principal, interest, and other amounts due on the Notes and remit the same to the Noteholders, based on |

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|--------------------------------------|--|
| | the records shown in the Electronic Registry of Noteholders. |
| Payment Account | The account to be opened and maintained by the Paying Agent with such Payment Account Bank designated by the Issuer and solely managed by the Paying Agent, in trust and for the irrevocable benefit of the Noteholders, into which the Issuer shall deposit the amount of the interest and/or principal payments due on the Outstanding Bonds on a relevant date and exclusively used for such purpose, the beneficial ownership of which shall always remain with the Noteholders. |
| Payment Date | Each date on which payment for interest and/or principal in respect of the Notes become due. |
| 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. |
| PDTC | Philippine Depository & Trust Corp. |
| Penalty Interest | 12% per annum based on a 360-day year over and above the Interest Rate from the time the amount falls due until it is fully paid. |
| Peso or Pesos or ₱ or Php | Philippine Pesos, the lawful and official currency of the Republic of the Philippines. |
| PFRS | Philippine Financial Reporting Standards Accounting Standards. |
| PIC | Philippine Interpretations Committee. |
| PSE | The Philippine Stock Exchange, Inc. |
| Record Date | (a) Two (2) Banking Days immediately prior to the relevant Payment Date, which shall be the reckoning day in determining the Noteholders entitled to receive interest, principal, or any other amount due under the Notes or (b) such other date duly notified by the Issuer. |
| Registrar | Refers to PDTC, appointed pursuant to the Registry and Paying Agency Agreement (collectively referred to as the “ Registrar and Paying Agent ”). |
| Registry and Paying Agency Agreement | Registry and Paying Agency Agreement dated 24 June 2026 between the Company and the Registrar and Paying Agent. |

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|------------------------------|--|
| SEC | Philippine Securities and Exchange Commission and its successor agency/ies. |
| Sole Arranger and Bookrunner | China Bank Capital Corporation. |
| sq. m. or sqm | square meter(s). |
| SRC | Republic Act No. 8799, otherwise known as “The Securities Regulation Code of the Philippines”, including its implementing rules and regulations as promulgated and amended or supplemented by the SEC from time to time. |
| Subsidiaries | CCDC, CLC, CCC, PPHI, CDLC, and CPMI defined herein as the subsidiaries of the Company. |
| Tax Code | Republic Act No. 8428, or the Philippine National Internal Revenue Code of 1997, as amended, and its implementing rules and regulations as may be in effect from time to time. |
| Terms and Conditions | The terms and conditions of the issuance of the Notes as set forth in the Trust Indenture Agreement. |
| Trust Indenture Agreement | Trust Indenture Agreement dated 24 June 2026 between the Company and the Trustee. |
| Trustee | China Banking Corporation through its Trust and Asset Management Group. |
| VAT | Value-Added Tax. |

COMPANY OVERVIEW

The following summary is qualified in its entirety by the more detailed information, including the Company's financial statements and notes relating thereto, appearing elsewhere in this Information Memorandum. Because it is a summary, it does not contain all the information that a prospective purchaser should consider before investing. Prospective purchasers of the Notes must read the entire Information Memorandum carefully, including the section on the financial statements and the related notes to those statements annexed to this Information Memorandum. Capitalized terms not defined in this summary are defined in the section "Definition of Terms".

THE COMPANY

CPGI is one of the leading real estate companies in the Philippines with a 39-year track record of delivering innovative luxury, middle-income, and affordable real estate developments. The Company is primarily engaged in the development, marketing, and sale of mid and high-rise buildings and horizontal affordable homes, through Century Properties Premium Residential Developments and PHirst-Home Market Residential Developments (PHirst), respectively. The Company is also engaged in commercial leasing, hotel and property management.

CPGI, formerly East Asia Power Resources Corporation ("**EAPRC**"), was originally incorporated on 23 March 1975 as Northwest Holdings and Resources Corporation. On 26 September 2011, the Board of Directors of EAPRC approved the change in the Company's corporate name to its present name, as well as the change in its primary business purpose from power generation to that of a holding company and real estate business. Between May and November 2011, CPGI entered into a series of transactions with EAPRC, a corporation organized under the laws of the Philippines and listed on the PSE, whereby, among other things, CPI acquired 96.99% of EAPRC's common shares and EAPRC acquired all of the Subsidiaries of CPGI.

Currently, the Company has 6 principal subsidiaries – CCDC, CLC, CCC, PPHI, CDLC, and CPMI (collectively known as the "**Subsidiaries**"). Through its Subsidiaries, the Company develops, markets, and sells residential, office, medical and retail properties in the Philippines, as well as manages residential and commercial properties in the Philippines.

As of 31 March 2026, the Company has completed 45 projects which include 36 residential projects, consisting of (a) 18,483 completed residential condominium units with an aggregate gross floor area ("**GFA**") of 1,296,511 sq. m. (inclusive of parking) for its vertical residential developments, and (b) 1,327 single detached homes and town villas with an aggregate GFA of 224,113 sq. m. for its Canyon Ranch, Commune Village at Batulao, and Acqua Town Villas developments.

CPGI also has five (5) commercial leasing projects with 1,286 units and gross leasable area ("**GLA**") of 146,675 sq. m. These include the Century City Mall, Centuria Medical Makati, Asian Century Center, Century Diamond Tower and Novotel Suites Manila.

Over the years, CPGI has steadily expanded its businesses by carefully shifting to new product offerings which allow the Company to diversify its revenue base. With the launch of its PHirst housing projects and Century Premium residential development projects, the Company has grown its PHirst segment revenue contribution to 69% for the nine-month period in 2025 from 11% for the year 2018. Additionally, the revenue contribution of its Century Premium segment has increased to 22% for the nine-month period in 2025.

The Company is expanding rapidly in the affordable housing market. Its current projects located in Tanza, Naic and General Trias (2) in Cavite; Lipa (2), Nasugbu (5) and Sto. Tomas in Batangas; San Pablo (2), Calamba (2), Bay and Calauan in Laguna; Tayabas, Quezon (2); Pandi and Baliwag in, Bulacan; Magalang, Pampanga (2); Balanga and Hermosa in Bataan and Gapan, Nueva Ecija; have enjoyed tremendous success, with 57% of its 51,732 units of inventory already pre-sold as of 31 March 2026.

The price of homes under PHirst ranges from ₱850,000 to ₱8 million, and currently, 82% of its buyers are first time end users, catering to the more than six (6) million home backlogs according to government statistics.

Since its entry into the horizontal affordable housing development market in 2017 through PHirst Park Homes (formerly CPGI's joint venture with Mitsubishi Corporation), the Company has already launched 33 master-planned communities and completed 17,697 homes as of 31 March 2026.

In addition, the Company has completed 19 buildings consisting of 4,128 units with an aggregate GFA of 548,262 sq. m. prior to 2010 by the Meridien Group of Companies ("**Meridien**"), the founding principals' prior development companies. Noteworthy developments of Meridien include: the Essensa East Forbes and South of Market in Fort Bonifacio, SOHO Central in the Greenfield District of Mandaluyong City, Pacific Place in Ortigas, Le Triomphe, Le Domaine, and Le Metropole in Makati City.

The Company, through its subsidiary CPMI, also engages in a wide range of property management services, from facilities management and auction services, to lease and secondary sales. Through CPMI, the Company endeavors to ensure the properties it manages maintain and improve their asset value and are safe and secure. As of 31 March 2026, CPMI manages 63 projects with a total of 77 buildings and 22 villages and a total GFA of 6.574 million sq. m. (inclusive of parking) under management.

Of the total CPMI projects under management, 46% of the projects were developed by third parties. Notable third-party developed projects under management include the One Corporate Center and Union Bank Plaza in Ortigas, Pacific Star Building in Makati City, Philippine National Bank Financial Center in Pasay City, Seafront Residences by Aboitiz Land in San Juan, Batangas, Avida Settings Cavite in Bacoor, Cavite, and Avida Towers New Manila in Quezon City.

Completed Projects as of 31 March 2026

Residential Projects

| Residential Projects | Location | Type | GFA in sq. m. (with parking) | Units | Year Completed |
|--|------------------|--------------------|---------------------------------|---------------|------------------------|
| Century City | | | | | |
| Gramercy Residences | Makati City | Residential | 121,595 | 1,434 | 2012 |
| Knightsbridge Residences | Makati City | Residential | 87,717 | 1,329 | 2013 |
| Milano Tower | Makati City | Residential | 64,304 | 516 | 2016 |
| Trump Tower | Makati City | Residential | 55,504 | 267 | 2017 |
| Century Spire | Makati City | Residential/Office | 92,138 | 552 | 2022 |
| Subtotal | | | 421,257 | 4,098 | |
| Azure Urban Resorts Residences | | | | | |
| Rio | Parañaque City | Residential | 42,898 | 756 | 2013 |
| Santorini | Parañaque City | Residential | 36,126 | 553 | 2013 |
| St. Tropez | Parañaque City | Residential | 36,260 | 580 | 2014 |
| Positano | Parañaque City | Residential | 35,164 | 597 | 2015 |
| Miami | Parañaque City | Residential | 34,954 | 559 | 2015 |
| Maui | Parañaque City | Residential | 41,235 | 601 | 2016 |
| Maldives | Parañaque City | Residential | 28,859 | 385 | 2017 |
| Boracay | Parañaque City | Residential | 27,713 | 473 | 2018 |
| Bahamas | Parañaque City | Residential | 53,701 | 851 | 2019 |
| Subtotal | | | 336,909 | 5,355 | |
| Acqua Private Residences | | | | | |
| Niagara | Mandaluyong City | Residential | 33,709 | 474 | 2015 |
| Sutherland | Mandaluyong City | Residential | 41,705 | 736 | 2015 |
| Dettifoss | Mandaluyong City | Residential | 36,536 | 607 | 2016 |
| Livingstone | Mandaluyong City | Residential | 40,251 | 675 | 2016 |
| Iguazu | Mandaluyong City | Residential | 36,367 | 492 | 2018 |
| Acqua Tower 6 | Mandaluyong City | Residential | 13,531 | 185 | 2019 |
| Hotel Residences at Acqua | Mandaluyong City | Residential | 10,899 | 158 | 2019 |
| Acqua Town Villas | Mandaluyong City | Residential | 6,349 | 22 | Completed all 22 units |
| Subtotal | | | 219,348 | 3,349 | |
| The Residences at Commonwealth by Century | | | | | |
| Osmeña West | Quezon City | Residential | 14,525 | 158 | 2015 |
| Quezon North | Quezon City | Residential | 17,760 | 285 | 2017 |
| Roxas East | Quezon City | Residential | 27,255 | 389 | 2017 |
| Osmeña East | Quezon City | Residential | 14,089 | 220 | 2018 |
| Roxas West | Quezon City | Residential | 26,767 | 500 | 2019 |
| Quirino West | Quezon City | Residential | 26,759 | 517 | 2020 |
| Quirino East | Quezon City | Residential | 26,747 | 498 | 2020 |
| Quezon South | Quezon City | Residential | 38,341 | 687 | 2022 |
| Subtotal | | | 192,245 | 3,254 | |
| Canyon Ranch | | | | | |
| Phase 1 & 2 | Carmona, Cavite | Residential | 166,896 | 779 | Per house |
| Moderno | Carmona, Cavite | Residential | 25,304 | 146 | Per house |
| Subtotal | | | 192,200 | 925 | |
| The Resort Residences at Azure North | | | | | |
| Monaco | Pampanga | Residential | 43,063 | 801 | 2021 |
| Bali | Pampanga | Residential | 43,063 | 806 | 2021 |
| Barbados | Pampanga | Residential | 40,627 | 820 | 2025 |
| Subtotal | | | 126,752 | 2,427 | |
| Commune Village at Batulao | Batangas | Residential | 31,914 | 402 | Per house |
| Grand Total | | | 1,520,624 | 19,810 | |

Commercial/ Office Projects

| Commercial/Office Projects | Location | Type | GLA in sq. m. (with parking) | Units | Year Completed |
|----------------------------|------------------|-----------------|------------------------------|--------------|----------------|
| Century City Mall | Makati City | Retail | 16,443 | 150 | 2013 |
| Centuria Medical Makati | Makati City | Medical Office | 29,968 | 708* | 2015 |
| Asian Century Center | BGC, Taguig City | Office Building | 30,584 | 55 | 2018 |
| Century Diamond Tower | Makati City | Office Building | 57,142 | 221 | 2019 |
| Novotel Suites Manila | Mandaluyong City | Hotel | 12,538 | 152 | 2022 |
| Total | | | 146,675 | 1,286 | |

*561 units sold, 147 units for lease

Sold Residential Business Projects as of 31 March 2026

| Project | Location | No. of Units Inventory | No. of Units Sold | % Sold | Total Sales Value (₱ millions) | Sold Revenues (₱ millions) | Remarks |
|---|------------------------------|------------------------|-------------------|--------------|--------------------------------|----------------------------|---|
| IN-CITY VERTICAL DEVELOPMENTS / CENTURY PREMIUM | | | | | | | |
| A. COMPLETED IN-CITY VERTICAL DEVELOPMENTS | | | | | | | |
| Century City | Makati City | 4,098 | 4,076 | 99.6% | 34,191 | 33,560 | Unsold units are in Century Spire, the last tower which is already completed. |
| Azure Urban Resorts Residences | Parañaque City | 5,355 | 5,343 | 99.8% | 22,731 | 22,542 | Unsold units are mostly the retail units in Maui |
| The Resort Residences at Azure North | San Fernando, Pampanga | 2,427 | 2,407 | 99.3% | 10,943 | 10,683 | Unsold units are mostly in Barbados, the last tower. |
| Acqua Residences | Mandaluyong City | 3,349 | 3,323 | 99.2% | 19,935 | 19,183 | Unsold units are mostly in Hotel Residences at Acqua. |
| Commonwealth | Quezon City | 3,254 | 3,243 | 99.7% | 13,121 | 13,037 | Unsold units are mostly in Quezon South, the last tower which is already completed. |
| Commune Village at Batulao | Nasugbu, Batangas | 485 | 382 | 78.8% | 3,385 | 2,548 | Completed 402 units. |
| Canyon Ranch | Carmona, Cavite | 925 | 914 | 98.8% | 3,698 | 3,635 | Substantially sold and completed. |
| SUB-TOTAL | | 19,893 | 19,693 | 99.0% | 108,006 | 105,189 | |
| B. ON-GOING CENTURY PREMIUM RESIDENTIAL DEVELOPMENTS | | | | | | | |
| Mykonos at Azure North (MRB) | San Fernando City (Pampanga) | 374 | 191 | 51.1% | 2,820 | 1,447 | Launched in February 2025. |
| Azure North Town Villas | San Fernando City (Pampanga) | 49 | 48 | 98.0% | 1,188 | 1,096 | Launched in September 2025. |
| Cerulean | Gen. Trias City (Cavite) | 1,235 | 40 | 3.2% | 10,894 | 352 | Launched in February 2026. |
| SUB-TOTAL | | 1,658 | 279 | 16.8% | 14,903 | 2,895 | |
| TOTAL | | 21,551 | 19,972 | 92.7% | 122,909 | 108,084 | |

| Project | Location | No. of Units Inventory | No. of Units Sold | % Sold | Total Sales Value (₱ millions) | Sold Revenues (₱ millions) | Remarks |
|---|--------------------|------------------------|-------------------|--------|--------------------------------|----------------------------|---|
| FIRST-HOME MARKET RESIDENTIAL DEVELOPMENTS | | | | | | | |
| PHirst Park Homes | Tanza, Cavite | 2,877 | 2,807 | 97.6% | 4,794 | 4,591 | Phases 1 & 2 were launched in 2017 and Phase 3 in 2019; 2,837 houses are completed as of March 2026, Phase 1 is 99% sold, Phase 2 is 98% sold, Phase 3 is 85% sold. |
| PHirst Park Homes | Lipa, Batangas | 1,867 | 1,658 | 97.6% | 3,313 | 2,789 | 1,682 houses are completed as of March 2026, Phase 1 is 99% sold, Phase 2 is 96% sold |
| PHirst Park Homes | San Pablo, Laguna | 1,640 | 1,615 | 98.5% | 2,887 | 2,850 | Phase 1 was launched in Q1 2019, 99% sold; Phase 2 was launched in Q2 2019, 99% sold; Phase 3 was launched in Q2 2021, 93% sold. 1,630 completed houses as of March 2026 |
| PHirst Park Homes | Pandi, Bulacan | 1,662 | 1,500 | 90.2% | 3,266 | 2,895 | Phases 1 and 2 were launched in Q4 2019; Phase 1 is 90% sold, Phase 2 is 84% sold, Phase 3 is 95% sold; 1,298 completed houses as of March 2026 |
| PHirst Park Homes | Calamba, Laguna | 1,501 | 1,457 | 97.1% | 2,701 | 2,634 | Phase 1 was launched in Q4 2019, 96% sold; Phase 2 in Q1 2021, 98% sold; 1,501 completed houses as of March 2026. |
| PHirst Park Homes | Nasugbu, Batangas | 2,157 | 2,135 | 99% | 5,359 | 5,301 | Phase 1A was launched in Q4 2019, 99% sold. Phase 1B was launched in Q3 2020, 99% sold, Phase 2 was launched in Q1 2021, 89% sold; 1,426 completed houses as of March 2026. |
| PHirst Park Homes | Magalang, Pampanga | 1,079 | 1,075 | 99.6% | 2,015 | 2,008 | Phase 1 was launched in Q4 2020, 99% sold; 1,079 completed houses as of March 2026. |
| PHirst Park Homes | Gen. Trias, Cavite | 1,660 | 1,449 | 87.3% | 3,537 | 3,099 | Phase 1 was launched in Q3 2021. Phase 2 was launched in March 2022, 100% sold. Phase 3 was launched in Q4 2021, 55% sold; 965 completed houses as of March 2026. |

| Project | Location | No. of Units Inventory | No. of Units Sold | % Sold | Total Sales Value (P millions) | Sold Revenues (P millions) | Remarks |
|---------------------|--------------------|------------------------|-------------------|--------|--------------------------------|----------------------------|---|
| PHirst Park Homes | Tayabas, Quezon | 2,050 | 1,162 | 56.7% | 3,751 | 1,940 | Phase 1A was launched in Q3 2021; Phase 2 was launched Q4 2023; 1,064 completed houses as of March 2026. |
| PHirst Park Homes | Baliwag, Bulacan | 1,551 | 1,472 | 94.9% | 3,204 | 2,951 | Phase 1A was launched in Q3 2021, 99% sold. Phase 2 was launched in Q3 2022, 83% sold; 1,049 completed houses as of March 2026. |
| PHirst Park Homes | Naic, Cavite | 2,513 | 1,344 | 53.5% | 4,537 | 2,629 | Phase 1A was launched in Q4 2021; Phase 2 was launched Q1 2023; 431 completed houses as of March 2026. |
| PHirst Park Homes | Balanga, Bataan | 1,079 | 575 | 53% | 1,974 | 1,038 | Phase 1 was launched in Q2 2022; 444 completed houses as of March 2026. |
| PHirst Park Homes | Gapan, Nueva Ecija | 1,609 | 366 | 22.8% | 3,441 | 682 | Phase 1 was launched in late December 2022; 234 completed houses as of March 2026. |
| PHirst Editions | Nasugbu, Batangas | 629 | 583 | 92.7% | 3,061 | 2,874 | Phase 1 was launched in October 2022; Phase 2 was launched in Q1 2023; 211 completed houses as of March 2026. |
| PHirst Sights | Bay, Laguna | 2,263 | 2,085 | 92.0% | 3,026 | 2,566 | Phases 1 and 2 were launched in December 2022; 1,228 completed houses as of March 2026. |
| PHirst Centrale | Hermosa, Bataan | 1,574 | 289 | 18.3% | 3,115 | 561 | Phase 1 was launched in late December 2022; 299 completed houses as of March 2026. |
| Hermosa Fairgrounds | Hermosa, Bataan | 49 | - | - | 1,435 | - | Launched in December 2022. |
| PHirst Park Homes | San Pablo East | 2,866 | 361 | 12.6% | 6,643 | 670 | Launched in October 2024 |
| PHirst Park Homes | Pandi Expansion | 597 | 258 | 43.2% | 1,599 | 595.9 | Launched in June 2025 |
| PHirst Park Homes | Calamba West | 1,644 | 854 | 51.9% | 4,145 | 1,817 | 51 completed houses as of March 2026. |
| PHirst Park Homes | Lipa Cove | 1,116 | 703 | 63% | 2,077 | 1,401 | 235 completed houses as of March 2026. |

| Project | Location | No. of Units Inventory | No. of Units Sold | % Sold | Total Sales Value (P millions) | Sold Revenues (P millions) | Remarks |
|--------------------|----------------------------|------------------------|-------------------|--------------|--------------------------------|----------------------------|--|
| PHirst Park Homes | Impressions Batulao Exp | 656 | 195 | 29.7% | 1,947 | 479 | Launched in October 2024 |
| PHirst Editions | Edition Batulao Vol.2 West | 496 | 402 | 81.1% | 2,656 | 1,940 | 4 completed houses as of March 2026. |
| PHirst Park Homes | Sto. Tomas | 2,206 | 474 | 21.5% | 8,838 | 1,090 | Launched in September 2024 |
| PHirst Park Homes | Baliwag Expansion | 1,050 | 159 | 15.1% | 2,461 | 372.6 | Launched in March 2025 |
| PHirst Park Homes | Bacolod | 1,726 | 874 | 50.6% | 3,246 | 1,475 | 264 completed houses as of March 2026. |
| PHirst Park Homes | Magalang East | 2,408 | 371 | 15.4% | 5,769 | 995 | Launched in October 2024 |
| PHirst Park Homes | Impressions Gentry | 1,538 | 439 | 28.5% | 6,557 | 1,190.8 | Launched in June 2025 |
| PHirst Park Homes | Gensan | 2,445 | 203 | 8.3% | 6,735 | 408 | Launched in August 2025 |
| PHirst Park Homes | Edition Batulao Vol.2 East | 753 | 92 | 12.2% | 3,638 | 309 | Launched in December 2023 |
| PHirst Sights | Calauan | 2,229 | 1,238 | 55.5% | 3,239 | 1,546 | Launched in March 2024 |
| PHirst Park Homes | Batulao Imp | 1,060 | 928 | 87.6% | 2,815 | 2,047 | Launched in 2023 |
| PHirst Sights | Tayabas | 1,182 | 111 | 9.4% | 1,173 | 110 | Launched in 2026 |
| TOTAL | | 51,732 | 29,234 | 56.5% | 118,954 | 57,854 | |
| GRAND TOTAL | | 73,283 | 49,206 | 67.1% | 241,863 | 165,938 | |

The Company has a land bank for future development of 310.7 hectares consisting of in-city and provincial properties for its future mid-rise buildings, leasing and horizontal affordable housing projects in various locations in Quezon City, Mandaluyong City, Bulacan, Pampanga, Bataan, Nueva Ecija, Cavite, Laguna, Batangas, Quezon, Bacolod City, General Santos City, and Palawan.

The Company's aim is to enhance the overall quality of life for its Filipino and foreign clients by providing distinctive, high quality and affordable properties. The Company focuses on differentiation to drive demand, increase its margins and grow market share. In particular, the Company identifies what it believes are the best global residential standards and adapts them to the Filipino market. The Company believes that it has earned a reputation for pioneering new housing concepts in the Philippines. One of the Company's significant contributions is the Fully-Fitted and Fully-Furnished ("FF/FF") concept, which is now an industry standard in the Philippines. The Company also employs a branding strategy that focuses on strategic arrangements with key global franchises to help capture and sustain consumers' awareness. To date, the Company has entered into agreements with Gianni Versace S.P.A., The Trump Organization, Paris Hilton, Missoni Homes, Yoo by Philippe Starck, and Giorgio Armani S.P.A., among others.

The Company has marketed and sold to clients in 58 countries and, as a result, a significant portion of its residential properties are sold to Filipinos living abroad. International pre-sales accounted for approximately two-thirds of total pre-sales, in terms of value, for each of the last

three (3) years. For the horizontal affordable housing segment, the Company generates an equal mix of pre-sales from domestic (locally employed and self-employed) and international (mostly OFWs) buyers. The Company conducts its sales and marketing for both vertical residential properties and affordable housing through the Company's extensive domestic and international distribution network of 2,582 sales agents, including 1,717 commission-based sales agents and 865 subsidized sales agents as of 31 March 2026. For fiscal year 2026, the Company expects to accredit 691 sales agents and brokers, classified as casual sellers.

For calendar years ended 31 December 2023, 2024, 2025 and for the three (3)-month period ended 30 March 2026, revenue was ₱12,701 million, ₱14,640 million, ₱16,402 million and ₱3,576 million, respectively, and net income was ₱1,855 million, ₱2,443 million, ₱2,774 million, and ₱446 million, respectively. As of 31 March 2026, the Company had total assets of ₱63,630 million and total equity of ₱24,450 million (excluding non-controlling interest).

Considering that the Company is subject to foreign ownership restrictions on account of its land ownership, the Company is limited to a maximum of 40% foreign ownership of both the total issued and outstanding capital stock entitled to vote and the total number of issued and outstanding capital stock, whether or not entitled to vote.

RECENT DEVELOPMENTS

2026

Bondholder Consent Solicitation

On 18 May 2026, the Company launched a consent solicitation to the holders of its outstanding (i) 5.7524% Fixed Rate 5-Year Bonds due 2027 and (ii) 7.4054% Fixed Rate 5-Year Bonds due 2028 and 7.6800% Fixed Rate 7-Year Bonds due 2030 seeking their consents to the proposed amendments to certain terms and conditions under the relevant trust and suretyship agreements. The amendments were made in order to (i) update the list and definition of Corporate Sureties, which comprised of Century Limitless Corporation, Century City Development Corporation, Century Communities Corporation, and Century Properties Management, Inc., to include PHirst Park Homes Inc. and/or any successor entity; and (ii) include express provisions in the relevant trust and suretyship agreements allowing mergers, conversions, consolidations, assignments, or successions involving the Corporate Sureties or the Company. The consent solicitation ended on 12:00 noon of 5 June 2026.

Proposed Merger of PHirst Park Homes Inc. with Century Properties Group, Inc.

On 13 April 2026, the Board of Directors of both PPHI and CPGI approved the merger of the two entities with CPGI as the surviving entity. The proposed merger remains subject to the approval of the stockholders of both entities and forms part of CPGI's internal corporate restructuring initiatives to streamline operations, enhance organizational efficiency, optimize resource allocation, and realize operational synergies within CPGI.

Proposed Merger of Century Communities Corporation with Century Limitless Corporation

On 13 April 2026, the Board of Directors of both CCC and CLC approved the merger of the two entities with CLC as the surviving entity. The proposed merger remains subject to the approval of the stockholders of both entities and is intended to optimize resource allocation, and realize operational synergies within CPGI.

Public Offering of Retail Bonds

On 16 January 2026, the Securities and Exchange Commission approved the application of the CPGI's Shelf Registration of Debt Securities in the aggregate amount of ₱12,000.00 million to be offered within a period of five (5) years or such period as the Securities and Exchange Commission may allow at an Issue Price of 100% of Face Value. The First Tranche of the Fixed Rate Retail Bonds is Three Billion Pesos (₱3,000,000,000) with an Oversubscription Option of up to One Billion Pesos (₱2,000,000,000), comprising of Four (4)-Year Fixed Retail Bonds due 2030 and Seven (7)-Year Fixed Retail Bonds Due 2033. The first tranche, including the full oversubscription option, was issued on 20 February 2026.

2025

CPGI Welcomes SSS as Anchor Investor

On 17 July 2025, the Social Security System (“**SSS**”) acquired a strategic stake in the company through a block sale, marking a significant milestone for CPGI. CPI, the majority shareholder of CPGI, sold 740,740,741 common shares, with a transaction value of ₱500 Million, to SSS. This acquisition represents about 6.39% ownership in CPGI. SSS acquired the shares at a 4.93% discount to CPGI's current market price and is expected to get a dividend yield of approximately 7.8% plus potential capital appreciation. China Bank Capital Corporation acted as the advisor and arranger for this transaction.

Merger of Century PHirst Corporation with PHirst Park Homes Inc.

In February 2025, the Board of Directors of both PPHI and Century PHirst Corporation (“**CPC**”) approved the merger of the two entities with PPHI as the surviving entity. On 31 July 2025, the SEC approved the merger of CPC with PPHI. These expansion efforts of PPHI bring forth a broader range of housing packages and price points to provide first-time home buyers with a wider set of options to acquire their very own home.

2024

Public Offering of Preferred Shares

On 22 February 2024, CPGI completed the primary offering of 20 Million perpetual, cumulative, non-participating, non-voting, redeemable, non-convertible Series B Preferred Shares (“**CPGPB**”) worth an aggregate issue amount of ₱2 billion at an offer price of ₱100 per share. CPGPB was listed and traded on the Main Board of the PSE with an initial Dividend Rate of 7.5432% per annum. China Bank Capital Corporation acted as the sole issue manager, lead underwriter, and bookrunner for the transaction.

PHirst Park Homes Inc. Acquisition of Shares in Century PHirst Corporation

In November 2024, PPHI acquired all of the outstanding capital of CPC.

Redemption of Fixed Rate Retail Bonds

On 1 March 2024, CPGI redeemed its ₱3 billion Fixed Rate 3-Year Bonds with a coupon rate of 4.8467% per annum issued on 1 March 2021.

Rating Agency Reaffirms Century Properties' Strong Credit Score

On 16 April 2024, CPGI's credit rating of "AA+" has been reaffirmed by CRISP, citing sustained market position and continued revenue growth. CRISP stated that CPGI's diversified market portfolio has enabled the company to maintain its position in a competitive market. It also recognized CPGI's strategic entry into the horizontal affordable housing development market which has positioned it comfortably for further expansion and highlighted the company's healthy financial position with continued growth in core revenues and a strong recovery from the downturn.

2023

Issuance of ₱3 Billion Fixed Rate Retail Bonds

On 17 March 2023, CPGI issued and listed with the PDEX a total of ₱3,000,000,000.00 Fixed Rate Retail Bonds comprising of 6.5760% per annum three (3) year fixed rate bonds ("**Series A Bonds**"), 7.4054% per annum five (5) year fixed rate bonds ("**Series B Bonds**") and 7.6800% per annum seven (7) year fixed rate bonds ("**Series C Bonds**"). The bond issuance is the second tranche of the Company's ₱6,000,000,000.00 Debt Securities Program registered with the SEC under SEC Order No. 5, Series of 2022. The bonds have been rated "AA+" by CRISP.

The proceeds from the issuance of the bonds were used primarily: (i) to partially finance the redemption of CPGP Preferred Shares with dividend rate of 6.7177%; (ii) to fund capital expenditures for new horizontal affordable housing developments; and (iii) to fund general corporate requirements.

Acquisition of Shares of Mitsubishi Corporation in PHirst Park Homes Inc.

On 31 May 2023, the Board of Directors of CPGI approved the acquisition of the 40% shareholdings or One Billion Sixty Million (1,060,000,000) common shares with a par value of One Peso (₱1.00) per share and Two Hundred Sixty-Five Thousand (265,000) Preferred B shares with a par value of One Thousand Pesos (₱1,000.00) per share of Mitsubishi Corporation in PPHI. The Philippine Competition Commission has approved the above transaction on 9 August 2023.

PPHI was incorporated on 31 August 2018 and is the first-home division and brand of CPGI. Its projects are located within the fringes of Metro Manila, and its target market is first-time homebuyers. Its current projects are located at Lipa and Batulao in Batangas, San Pablo and Calamba in Laguna, Naic, General Trias and Tanza in Cavite, Baliwag and Pandi in Bulacan, Tayabas in Quezon, Magalang in Pampanga, Balanga in Bataan and Gapan Nueva Ecija, which involve a multi-phase horizontal residential property and offer both Townhouse units & Single Attached units. PPHI is a joint venture project between Century Properties Group Inc. and Mitsubishi Corporation with a 60-40% shareholding, respectively.

On 24 November 2023, the Company concluded the acquisition of 40% shareholdings or One Billion Sixty Million (1,060,000,000) common shares at ₱1.09 per share and Two Hundred Sixty-Five Thousand (265,000) Preferred B shares at ₱1,085.28 per share of Mitsubishi Corporation, with a total acquisition price of One Billion Four Hundred Thirty-Eight Million Pesos Only (₱1,438,000,000.00) paid in cash. A Deed of Absolute Sale of Shares was executed by Mitsubishi Corporation in favor of CPGI.

Redemption of ₱3 Billion Preferred Shares

On 10 July 2023, CPGI fully redeemed its ₱3,000,000,000.00 cumulative, non-voting, non-convertible, non-participating, non-convertible, redeemable Peso-denominated Preferred

Shares (“**CPGP Preferred Shares**”) issued by the Company and listed on the PSE on 10 January 2020.

The Company’s Board of Directors approved the optional redemption of the CPGP Preferred Shares in its special board meeting last 12 May 2023. The CPGP Preferred Shares were redeemed at the redemption price of One Hundred Pesos (₱100.00) per share, pursuant to the terms set out in the Information Memorandum dated 12 December 2019.

Century PHirst Corporation

On 23 February 2023, CPGI announced the expansion of its first home market residential offerings through CPC, a wholly owned subsidiary of Century Limitless Corporation (“**CLC**”). Through CPC, CPGI will, by itself, be venturing into the socialized, economic, and mid-income residential markets. CLC is a wholly owned subsidiary of CPGI.

CPC’s flagship projects are: (1) PHirst Editions Batulao located in Nasugbu, Batangas, which was launched in October 2022; (2) PHirst Sights Bay in Laguna, which was launched in December 2022; (3) PHirst Centrale Hermosa in Bataan, which was launched in December 2022 (PHirst Fairgrounds) and May 2023 (PHirst Impressions); and (4) PHirst Sights Calauan which was launched in May 2024.

PHirst Editions Batulao, CPC’s maiden middle-income development, is a horizontal residential project in Nasugbu, Batangas and is located adjacent to the existing PHirst Park Homes Batulao community. PHirst Editions Batulao spans 14 hectares and will house 629 single attached and single detached units with a project sales value of ₱3.1 billion for middle income, priced from ₱3.2 million to ₱6 million.

PHirst Sights Bay in Laguna with 2,263 houses valued at ₱3.02 billion is a project that will cover segments from socialized housing with units priced at ₱580,000.00, and economic housing with units ranging from ₱800,000.00 to ₱1.7 million.

To round up its expansion plan, CPC also ventured into PHirst Centrale Hermosa, its first mixed-use township in Bataan, which will have multiple residential product offerings and will support commercial, retail, and institutional components. Launched in May 2023, PHirst Impressions Centrale Hermosa is a townhouse development that occupies 15.6 hectares with 1,574 units valued at around ₱3.1 billion. Unit prices range from ₱1.7 to ₱2.5 million. Alongside PHirst Impressions is PHirst Fairgrounds, PHirst Centrale Hermosa’s commercial component launched in December 2022. This 3.5-hectare development offers lot cuts ranging from 503 to 1,531 sq. m., with the first phase valued at ₱1.4 billion.

On 31 July 2025, the SEC approved the merger of CPC with PPHI.

KEY INVESTMENT HIGHLIGHTS

The Company believes that it can effectively compete in the industry because of the following strengths:

- Growth strategy supported by a favorable macroeconomic environment
- Proven track record of delivering innovative and high-quality projects in the luxury and middle-income condominium segments
- Diverse product offerings capitalizing on various market segments
- Strong sales platform
- Experienced management team

BUSINESS STRATEGY

The following are the strategies that the Company employs as it pursues its real property business:

- Leveraging “Twin Engine” growth strategy
- Geographic expansion to achieve nationwide presence
- Maintain a stable and positive operating cashflow and recurring earnings from commercial leasing portfolio

RISKS OF INVESTING

Before making an investment decision, investors must rely on their own examination of the Company and the terms of the Offer, including the risks involved. These risks include:

- Risks relating to the Company, its subsidiaries and their business and operations, brought about by the following facts:
 - The Company derives a significant portion of its revenue from Overseas Filipino Workers (“**OFWs**”), expatriate Filipinos, former Filipino citizens who have returned to the Philippines (“**Balikbayans**”) and other overseas buyers, which exposes the Company to risks relating to the performance of the economies where they are located;
 - All of the Company’s properties are in the Philippines and, as a result, it is exposed to risks associated with the Philippines, including the performance of the Philippine economy;
 - The Company is exposed to geographic portfolio concentration risks;
 - Its portfolio of residential real estate property development projects exposes the Company to sector-specific risks;
 - Since the Company operates in a competitive industry, it might not be able to maintain or increase its market share, profitability and ability to acquire land for new projects;
 - The interests of joint venture partners and landowners for development projects may differ from the interests of the Company, and such joint venture partners and landowners may take actions that can adversely affect the Company;
 - The Company uses celebrities and international brands to design, market and sell some of its properties;
 - The Company may not be able to successfully manage its growth;
 - The Company is involved in a cyclical industry and is affected by changes in general and local economic conditions;
 - The Company might not be able to generate sufficient funds internally or through external financing to operate and grow its business as planned;
 - The cancellation of sales of housing or condominium units could adversely affect business, financial condition and results of operations;
 - The Company is controlled by Century Properties, Inc., which is, in turn, controlled by the Antonio family. Hence, the interests of the Antonio family may differ significantly from the interests of the other shareholders;
 - The Company is highly dependent on certain directors and members of senior management;
 - The Company may be unable to attract and retain skilled professionals, such as architects and engineers;
 - The Company may not be able to hire independent contractors that meet its requirements;

- Construction defects and building-related claims may be asserted against the Company, and it may be involved in litigation, which could result in financial losses or harm to its business;
 - Third parties may contest the Company's titles to its properties;
 - The Company faces risks relating to its property development, including risks relating to project costs, completion time frame and development rights;
 - The Company's reputation may be adversely affected if it does not complete projects on time or to customers' requirements;
 - The Company operates in a highly regulated environment and must obtain and maintain various permits, licenses and other government approvals;
 - Environmental laws applicable to the Company's projects could have a material adverse effect on its business, financial condition or results of operations;
 - Natural or other catastrophes, including severe weather conditions, may materially disrupt operations, affect the ability to complete projects and result in losses not covered by insurance;
 - The Company uses third-party non-exclusive brokers to market and sell some of its projects;
 - The Company is exposed to risks relating to the ownership and operation of commercial real estate;
 - Increases in interest rates and changes in Government borrowing patterns and Government policies could adversely affect the Company's and its customers' ability to obtain financing;
 - Any restriction or prohibition on the Company's Subsidiaries' ability to distribute dividends would have a negative effect on its financial condition and results of operations;
 - The adoption of new accounting standards may have an impact on the Company's financial statements;
 - The Company is subject to certain debt covenants;
 - The Company may, at any given time, consider business combination alternatives;
 - The Company is exposed to interest rate, liquidity, credit, currency and commodity risks; and
 - The Company may suffer losses that are not covered by its insurance.
- Macroeconomic risks that may affect the Company's financial and operating performance, such as:
 - The performance of the Philippine economy;
 - Any economic and political instability in the Philippines and of a global scale;
 - Future public health epidemics or outbreaks of disease
 - Acts of terrorism and violent crimes that could destabilize the Philippines;
 - The credit ratings of the Philippines; and
 - Occurrence of natural or other catastrophes, including severe weather conditions and other environmental factors, which may materially disrupt the Company's operations.
- Risks relating to the Notes, due to the following:
 - The Company may be unable to redeem the Notes;
 - Liquidity risk;
 - Pricing risk;
 - Retention of ratings risk;
 - Notes have no preference under Article 2244(14)(a) of the Civil Code; and
 - The BIR's tax treatment of the Notes may vary from the tax treatment described in this Information Memorandum. Any adverse tax consequences upon the

Noteholder arising from any variance in tax treatment shall be for such Noteholder's sole risk and account.

RELATED PARTY TRANSACTIONS

Parties are considered to be related if one party has the ability, directly or indirectly, to control the other party or exercise significant influence over the other party in making financial and operating decisions. Parties are also considered to be related if they are subject to common control or common significant influence which include affiliates.

The Company, in its regular conduct of business, enters into transactions with related parties principally consisting of advances and reimbursement of expenses, development, management, marketing, leasing, and administrative service agreements and purchases, which are made based on terms agreed upon by the parties.

SUMMARY FINANCIAL INFORMATION

The selected financial information set forth in the following tables has been derived from the Company's unaudited interim condensed consolidated financial statements as of 30 March 2026 and for the three-month periods ended 31 March 2026 and 2025, and its audited consolidated financial statements as of 31 December 2025, 2024, and 2023 and for the years ended 31 December 2025, 2024, and 2023. This should be read in conjunction with the unaudited interim condensed consolidated financial statements and audited consolidated financial statements annexed to this Information Memorandum, and other financial information included herein.

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

| In Million Pesos (₱) | For the three (3) months ended 31 March (Unaudited) | | For the years ended 31 December (Audited) | | |
|--|---|--------------|---|---------------|---------------|
| | 2026 | 2025 | 2025 | 2024 | 2023 |
| Revenue | | | | | |
| Real estate sales | 3,087 | 3,346 | 14,485 | 12,759 | 10,795 |
| Leasing revenue | 258 | 149 | 783 | 1,191 | 1,293 |
| Property management fee and other services | 151 | 130 | 944 | 464 | 463 |
| Hotel Services | 39 | 32 | 129 | 122 | 57 |
| Interest income from real estate sales | 42 | 66 | 61 | 104 | 94 |
| Total Revenue | 3,576 | 3,724 | 16,402 | 14,640 | 12,701 |
| | | | | | |
| Cost | | | | | |
| Cost of real estate sales | 1,670 | 1,874 | 7,886 | 6,783 | 6,013 |
| Cost of leasing | 90 | 64 | 294 | 437 | 438 |
| Cost of services | 98 | 86 | 380 | 346 | 321 |
| Total Costs | 1,858 | 2,025 | 8,560 | 7,566 | 6,772 |
| | | | | | |
| Gross Profit | 1,718 | 1,699 | 7,842 | 7,074 | 5,929 |
| | | | | | |
| General, administrative and selling expenses | 1,120 | 909 | 4,080 | 3,704 | 3,351 |
| | | | | | |
| Other Income (Expenses) | | | | | |
| Interest and other income | 448 | 192 | 1,366 | 1,085 | 798 |
| Gain on change in fair value of investment properties | – | – | (3) | (164) | 27 |
| Share in net earnings of JVs and associate | – | – | – | 1 | 2 |
| Interest and other financing charges | (399) | (322) | (1,371) | (1,452) | (1,208) |
| Foreign exchange loss (gain) | | | 0 | 0 | (0) |
| Total Other Income (Expenses) | 50 | (130) | (8) | (530) | (381) |
| | | | | | |
| Income Before Tax | 647 | 659 | 3,754 | 2,840 | 2,197 |
| | | | | | |
| Provision for Income Tax | 201 | 186 | 979 | 397 | 342 |
| | | | | | |
| Net Income | 446 | 473 | 2,774 | 2,443 | 1,855 |
| | | | | | |
| Other Comprehensive Income | | | | | |
| Net change in fair value of equity instruments at fair value through OCI | – | – | | (2) | – |

| In Million Pesos (₱) | For the three (3) months ended 31 March (Unaudited) | | For the years ended 31 December (Audited) | | |
|---|---|------------|---|--------------|--------------|
| | 2026 | 2025 | 2025 | 2024 | 2023 |
| Remeasurement (Loss) Gain on Defined Benefit Plan | – | – | | 24 | (22) |
| Total Comprehensive Income | 446 | 473 | 2,774 | 2,465 | 1,833 |

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

| In Million Pesos (₱) | As of 31 March (Unaudited) | As of 31 December (Audited) | | |
|---|----------------------------|-----------------------------|---------------|---------------|
| | 2026 | 2025 | 2024 | 2023 |
| ASSETS | | | | |
| Current Assets | | | | |
| Cash and cash equivalents | 5,240 | 2,486 | 4,175 | 3,543 |
| Short-term investments | 39 | 43 | 5 | 18 |
| Receivables | 13,429 | 13,247 | 11,454 | 10,646 |
| Real estate inventories | 20,686 | 21,414 | 17,194 | 18,832 |
| Due from related parties | 1,768 | 1,767 | 1,358 | 1,566 |
| Advances to suppliers and contractors | 1,596 | 1,431 | 1,630 | 1,662 |
| Prepayments and other current assets | 2,056 | 1,774 | 1,962 | 1,680 |
| Total Current Assets | 44,813 | 42,162 | 37,778 | 37,947 |
| Noncurrent Assets | | | | |
| Real estate receivables –net of current portion | 1,272 | 1,272 | 1,063 | 1,269 |
| Investment in and advances to JV | 278 | 278.09 | 278 | 277 |
| Deposits for purchased land | 1,457 | 1,431.04 | 1,172 | 1,117 |
| Investment properties | 11,526 | 11,523 | 11,415 | 12,422 |
| Property and equipment | 3,223 | 3,250 | 3,157 | 1,373 |
| Deferred tax assets – net | 33 | 33 | 83 | 48 |
| Other noncurrent assets | 1,028 | 987 | 924 | 932 |
| Total Noncurrent Assets | 18,817 | 18,775 | 18,092 | 17,438 |
| TOTAL ASSETS | 63,630 | 60,937 | 55,869 | 55,385 |
| LIABILITIES AND EQUITY | | | | |
| Current Liabilities | | | | |
| Accounts and other payables | 8,706 | 9,912 | 7,760 | 6,220 |
| Contract liabilities | 4,507 | 4,454 | 5,567 | 3,873 |
| Short-term debt | 400 | 667 | 963 | 792 |
| Current portion of long-term debt | 1,813 | 5,374 | 1,264 | 3,852 |
| Current portion of bonds payable | 3,000 | 693 | – | 3,000 |
| Current portion of liability for purchased land | 50 | 50 | 3 | 49 |
| Current portion of lease liability | 8 | 8 | – | 17 |
| Due to related parties | 68 | 68 | 70 | 384 |
| Income tax payable | 208 | 195 | 140 | 51 |
| Other current liabilities | 32 | 25 | 42 | 74 |
| Total Current Liabilities | 18,793 | 21,446 | 15,809 | 18,312 |
| Noncurrent Liabilities | | | | |
| Long-term debt – net of current portion | 9,165 | 6,132 | 8,709 | 6,500 |
| Bonds payable – net of current portion | 7,161 | 5,252 | 5,907 | 5,877 |

| In Million Pesos (₱) | As of 31 March (Unaudited) | As of 31 December (Audited) | | |
|---|-------------------------------|--------------------------------|---------------|---------------|
| | 2026 | 2025 | 2024 | 2023 |
| Liability for purchased land – net of current portion | 626 | 626 | – | – |
| Lease liability – net of current portion | 27 | 41 | – | 17 |
| Pension liabilities | 314 | 312 | 301 | 290 |
| Deferred tax liabilities – net | 1,982 | 1,907 | 1,713 | 2,459 |
| Other noncurrent liabilities | 1,068 | 1,023 | 1,250 | 1,626 |
| Total Noncurrent Liabilities | 20,344 | 15,292 | 17,880 | 16,769 |
| Total Liabilities | 39,137 | 36,738 | 33,689 | 35,081 |
| Equity | | | | |
| Capital stock | | | | |
| Common Stock | 6,201 | 6,201 | 6,201 | 6,201 |
| Preferred Stock | 11 | 11 | 11 | 16 |
| Additional paid-in capital | 4,491 | 4,491 | 4,491 | 5,525 |
| Treasury shares | (110) | (110) | (110) | (3,110) |
| Other components of equity | 35 | 35 | 26 | 28 |
| Retained earnings | 13,795 | 13,500 | 11,487 | 11,594 |
| Remeasurement Loss on Defined Benefit Plan | 27 | 27 | 20 | (4) |
| Total equity attributable to Parent Company | 24,450 | 24,155 | 22,126 | 20,250 |
| Non-controlling interests | 43 | 43 | 54 | 54 |
| Total Equity | 24,493 | 24,198 | 22,180 | 20,304 |
| TOTAL LIABILITIES AND EQUITY | 63,630 | 60,937 | 55,869 | 55,385 |

CONSOLIDATED STATEMENTS OF CASH FLOWS

| In Million Pesos (₱) | For the three (3) months ended 31 March (Unaudited) | For the years ended 31 December (Audited) | | |
|--|--|--|--------------|--------------|
| | 2026 | 2025 | 2024 | 2023 |
| CASH FLOWS FROM OPERATING ACTIVITIES | | | | |
| Income before income tax | 647 | 3,754 | 2,840 | 2,197 |
| Adjustments for: | | | | |
| Interest and other financing charges | 399 | 1,371 | 1,451 | 1,208 |
| Depreciation and amortization | 60 | 190 | 159 | 82 |
| Retirement expense | | 56 | 43 | 43 |
| Interest income | (84) | (163) | (276) | (250) |
| Loss (Gain) from change in fair value of investment properties | – | 3 | 164 | (27) |
| Share in net earnings of joint ventures and associate | – | (0) | (0) | (2) |
| Write off advances to related parties | – | – | – | 13 |
| Write off of long-outstanding payables | – | (300) | – | – |
| Operating income before working capital changes | 1,022 | 4,974 | 4,381 | 3,264 |
| Decrease (increase) in: | | | | |
| Receivables | (143) | (2,190) | (2,686) | (1,867) |
| Real estate inventories | 728 | (3,441) | 214 | 499 |
| Advances to suppliers and contractors | (165) | 199 | 32 | 88 |
| Other assets | (314) | 137 | (224) | 170 |
| Increase (decrease) in: | | | | |

| In Million Pesos (₱) | For the three (3) months ended 31 March (Unaudited) | For the years ended 31 December (Audited) | | |
|---|--|--|----------------|----------------|
| | 2026 | 2025 | 2024 | 2023 |
| Accounts and other payables | (1,320) | 2,391 | 1,540 | 1,195 |
| Contract liabilities | 54 | (1,114) | 1,694 | 1,104 |
| Liability from purchased land intended for development | – | (3) | (46) | (81) |
| Other liabilities | 52 | (17) | (406) | (154) |
| Cash generated by (used in) operations | (86) | 935 | 4,498 | 4,218 |
| Interest received | 42 | 68 | 151 | 145 |
| Interest and other financing costs paid | (504) | (1,310) | (1,382) | (1,314) |
| Income taxes paid | (112) | (683) | (459) | (452) |
| Retirement benefits paid | 2 | (36) | – | (10) |
| Net cash provided by (used in) operating activities | (658) | (1,025) | 2,808 | 2,587 |
| CASH FLOWS FROM INVESTING ACTIVITIES | | | | |
| Proceeds from: | | | | |
| Maturity of short-term investments | 4 | – | 13 | 19 |
| Payments for: | | | | |
| Additions to investment properties | – | (64) | – | – |
| Additions to property and equipment | (40) | (224) | (179) | (84) |
| Deposits for purchased land | (26) | (362) | (55) | (5) |
| Intangible assets | – | (11) | (11) | (13) |
| Additions to short-term investments | – | (38) | – | – |
| Collections from (advances to) related parties | (1) | (409) | 208 | (607) |
| Net cash used in investing activities | (63) | (1,108) | (23) | (689) |
| CASH FLOWS FROM FINANCING ACTIVITIES | | | | |
| Proceeds from: | | | | |
| Short-term and long-term debt | 512 | 3,832 | 5,416 | 3,613 |
| Issuance of preferred stock | – | – | 2,000 | – |
| Issuance of bonds payable | 5,000 | – | – | 3,000 |
| Increase (decrease) in liabilities to preferred shareholders of a subsidiary | – | 7 | 17 | 8 |
| Advances received from (made to) related parties | – | (2) | (314) | 26 |
| Payments for: | | | | |
| Short-term and long-term debt | (1,307) | (2,620) | (5,603) | (3,710) |
| Cash dividends | (38) | (761) | (577) | (292) |
| Lease liabilities | – | (8) | (16) | (21) |
| Bonds payable | (693) | – | (3,000) | – |
| Deferred financing cost | – | (3) | (57) | (109) |
| Preferred share issuance cost | – | – | (19) | – |
| Dividends paid to non-controlling interest | – | – | – | (500) |
| Acquisition of non-controlling interest | – | – | – | (1,500) |
| Redemption of preferred shares | – | – | – | (3,000) |
| Net cash provided by financing activities | 3,475 | 444 | (2,152) | (2,485) |
| NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS | 2,754 | (1,689) | 632 | (588) |
| CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR | 2,486 | 4,175 | 3,543 | 4,131 |
| CASH AND CASH EQUIVALENTS AT END OF YEAR | 5,240 | 2,486 | 4,175 | 3,543 |

FINANCIAL RATIOS

| In Million Pesos (₱) | For the three (3) months ended 31 March (Unaudited) | | For the years ended 31 December (Audited) | | |
|--|--|--------------|--|--------------|--------------|
| | 2026 | 2025 | 2025 | 2024 | 2023 |
| Net income attributable to the equity holders of the parent company | 446 | 473 | 2,774 | 2,443 | 1,321 |
| Dividends declared to preferred shares | 38 | 38 | 151 | 113 | 101 |
| | 408 | 436 | 2,624 | 2,330 | 1,220 |
| Weighted average number of shares | 11,600 | 11,600 | 11,600 | 11,600 | 11,600 |
| EPS, basic / diluted (₱) | 0.04 | 0.04 | 0.23 | 0.20 | 0.11 |
| Gross Profit Margin | | | | | |
| Gross Profit | 1,718 | 1,699 | 7,842 | 7,074 | 5,929 |
| Revenue | 3,576 | 3,724 | 16,402 | 14,640 | 12,701 |
| Gross Profit Margin (%) | 48.0% | 45.6% | 47.8% | 48.3% | 46.7% |
| NIAT Margin | | | | | |
| Net income | 446 | 473 | 2,774 | 2,443 | 1,855 |
| Revenue | 3,576 | 3,724 | 16,402 | 14,640 | 12,701 |
| Net Income Afte Tax (NIAT) Margin (%) | 12.5% | 12.7% | 16.9% | 16.7% | 14.6% |
| Return on Asset (ROA) | | | | | |
| Total annualized net income after tax | 1,783 | 1,893 | 2,774 | 2,443 | 1,855 |
| Total asset current year | 63,630 | 57,467 | 60,937 | 55,870 | 55,385 |
| Total asset as of beginning of period | 60,937 | 55,870 | 55,870 | 55,385 | 53,931 |
| Average total asset | 62,284 | 56,668 | 58,403 | 55,628 | 54,658 |
| ROA (%) | 2.9% | 3.3% | 4.8% | 4.4% | 3.4% |
| Return on Equity (ROE) | | | | | |
| Total annualized net income after tax | 1,783 | 1,893 | 2,774 | 2,443 | 1,855 |
| Total equity current year | 24,493 | 22,503 | 24,198 | 22,181 | 20,304 |
| Total equity prior year | 24,198 | 22,180 | 22,180 | 20,304 | 23,793 |
| Average total equity | 24,346 | 22,341 | 23,189 | 21,243 | 22,049 |
| ROE (%) | 7.3% | 8.5% | 12.0% | 11.5% | 8.4% |
| Interest coverage ratio | | | | | |
| Total net income after tax | 446 | 473 | 2,774 | 2,443 | 1,855 |
| Add: Provision for income tax | 201 | 186 | 979 | 397 | 342 |
| Add: Interest expense | 333 | 301 | 1,333 | 1,357 | 1,089 |
| Earnings Before Interest and Taxes (EBIT) | 980 | 960 | 5,087 | 4,197 | 3,286 |
| Interest expense | 333 | 301 | 1,333 | 1,357 | 1,089 |
| Interest coverage ratio (x) | 2.9 | 3.2 | 3.8 | 3.1 | 3.0 |
| Debt service coverage ratio | | | | | |
| Total debt service excluding sale of receivables with recourse and refinancing | 1,590 | 1,061 | 3,398 | 6,925 | 3,159 |
| Add: Cash and cash equivalents | 5,240 | 3,156 | 2,486 | 4,175 | 3,543 |
| Cash Before Debt Service | 6,830 | 4,218 | 5,884 | 11,100 | 6,702 |
| Divide: Debt service | 1,590 | 1,061 | 3,398 | 6,925 | 3,159 |
| Debt service coverage ratio (x) | 4.3 | 4.0 | 1.7 | 1.6 | 2.1 |

| In Million Pesos (₱) | For the three (3) months ended 31 March (Unaudited) | | For the years ended 31 December (Audited) | | |
|---|--|-------------|--|--------------|--------------|
| | 2026 | 2025 | 2025 | 2024 | 2023 |
| Current ratio | | | | | |
| Current Assets | 44,813 | 39,161 | 42,162 | 37,778 | 37,948 |
| Current Liabilities | 18,793 | 17,955 | 21,446 | 15,809 | 18,312 |
| Current ratio (x) | 2.4 | 2.18 | 2.0 | 2.4 | 2.1 |
| Quick Ratio | | | | | |
| Current Assets | 44,813 | 39,161 | 42,162 | 37,778 | 37,948 |
| Inventory | 20,686 | 17,464 | 21,414 | 17,194 | 18,832 |
| Quick Assets | 24,127 | 21,697 | 20,747 | 20,584 | 19,116 |
| Current Liabilities | 18,793 | 17,464 | 21,446 | 15,809 | 18,312 |
| Quick Ratio (x) | 1.3 | 1.2 | 1.0 | 1.3 | 1.0 |
| Debt to equity ratio | | | | | |
| Short-term debt | 400 | 777 | 667 | 963 | 792 |
| Current portion of long-term debt | 1,813 | 1,322 | 5,374 | 1,264 | 3,852 |
| Current portion of bonds payable | 3,000 | 693 | 693 | - | 3,000 |
| Long-term debt – net of current portion | 9,165 | 8,425 | 6,132 | 8,709 | 6,500 |
| Bonds payable – net of current portion | 7,161 | 5,214 | 5,252 | 5,907 | 5,877 |
| Debt | 21,540 | 16,431 | 18,117 | 16,844 | 20,021 |
| Equity | 24,493 | 22,503 | 24,198 | 22,181 | 20,304 |
| Debt to equity ratio (x) | 0.9 | 0.7 | 0.7 | 0.8 | 1.0 |
| Net debt to equity ratio | | | | | |
| Debt | 21,540 | 16,431 | 18,117 | 16,844 | 20,021 |
| Less: Cash and cash equivalents | 5,240 | 3,156 | 2,486 | 4,175 | 3,543 |
| Net Debt | 16,300 | 13,274 | 15,631 | 12,669 | 16,478 |
| Total Equity | 24,493 | 22,503 | 24,198 | 22,181 | 20,304 |
| Net debt to equity ratio (x) | 0.7 | 0.6 | 0.6 | 0.6 | 0.8 |
| EBITDA | | | | | |
| Net income after tax | 446 | 473 | 2,774 | 2,443 | 1,855 |
| Provision for income tax | 201 | 186 | 979 | 397 | 342 |
| Income before Income Tax | 647 | 659 | 3,754 | 2,840 | 2,197 |
| Interest expense | 333 | 301 | 1,333 | 1,357 | 1,089 |
| Depreciation and amortization | 60 | 27 | 190 | 159 | 82 |
| EBITDA | 1,040 | 988 | 5,277 | 4,356 | 3,368 |
| Debt | | | | | |
| Debt | 21,540 | 16,431 | 18,117 | 16,844 | 20,021 |
| EBITDA (Annualized for Interim) | 4,159 | 3,952 | 5,277 | 4,356 | 3,368 |
| Debt-to-EBITDA (x) | 5.2 | 4.2 | 3.4 | 3.9 | 6.0 |
| Net Debt | 16,300 | 13,274 | 15,631 | 12,669 | 16,478 |
| EBITDA (Annualized for Interim) | 4,159 | 3,952 | 5,277 | 4,356 | 3,368 |
| Net Debt-to-EBITDA | 3.9 | 3.4 | 3.0 | 2.9 | 4.9 |
| Asset to equity ratio | | | | | |
| Total Assets | 63,630 | 57,467 | 60,937 | 55,870 | 55,385 |
| Total Equity | 24,493 | 22,503 | 24,198 | 22,181 | 20,304 |
| Asset to equity ratio (x) | 2.6 | 2.6 | 2.5 | 2.5 | 2.7 |
| Total Liabilities / Total Equity | | | | | |
| Total Liabilities | 39,137 | 34,964 | 36,738 | 33,689 | 35,081 |
| Total Equity | 24,493 | 22,503 | 24,198 | 22,181 | 20,304 |

| In Million Pesos (₱) | For the three (3) months ended 31 March (Unaudited) | | For the years ended 31 December (Audited) | | |
|---|--|------------|--|------------|------------|
| | 2026 | 2025 | 2025 | 2024 | 2023 |
| Total Liabilities / Total Equity | 1.6 | 1.6 | 1.5 | 1.5 | 1.7 |

Notes:

- 1) These financial ratios are not required by and are not a measure of performance under PFRS. Investors should not consider these financial ratios in isolation or as an alternative to net income as an indicator of the Group's operating performance or to cash flow from operating, investing and financing activities as a measure of liquidity, or any other measures of performance under PFRS. Because there are various calculation methods for these financial ratios, the Group's presentation of these measures may not be comparable to similarly titled measures used by other companies.
- 2) Gross Profit is the Group's Core Revenue (Real estate sales, Leasing revenue, Property management fee and other services, Interest income from accretion) less its Direct Costs (Cost of real estate sales, Cost of Leasing, Cost of services). Gross Profit Margin is computed by dividing the Group's Gross Profit by its Core Revenue.
- 3) NIAT Margin is computed by dividing Net income attributable to the owners of the parent company by its Core Revenue.
- 4) Return on assets is calculated by dividing net income (net income for the nine (9)-month period ended September 30 divided by three multiplied by four) for the period by average total assets (beginning plus end of the period divided by two).
- 5) Return on equity is calculated by dividing net income (net income for the nine (9)-month period ended September 30 divided by three multiplied by four) for the period by average total equity (beginning plus end of the period divided by two).
- 6) Interest coverage ratio is equal to earnings before interest and taxes ("EBIT") divided by interest expenses.
- 7) Debt service coverage ratio is equal to the sum of the Company's total debt service for the period and cash and cash equivalents divided by the total debt service. Debt service means debt principal amortizations, interest payments, financing fees and charges during such period, with the exclusion of payments made for the period pertaining to refinancing activities and rediscounting of receivables transactions sold on a with recourse basis.
- 8) Current ratio is obtained by dividing the Current Assets of the Group by its Current liabilities. This ratio is used as a test of the Group's liquidity.
- 9) Quick ratio is calculated by dividing Quick Assets (Current Assets less Inventory) of the Group by its Current Liabilities. This ratio is used as a test of the Group's liquidity.
- 10) Debt to EBITDA is calculated by dividing EBITDA (EBITDA for the nine (9)-month period ended September 30 divided by three multiplied by four) for the period by total interest-bearing debt.
- 11) Debt to Equity ratio computed by dividing total interest-bearing debt (includes short-term and long-term debts and bonds payable) by total equity.
- 12) Net debt-to-equity ratio is calculated as total interest-bearing debt minus cash and cash equivalents divided by total equity as of the end of the period.
- 13) Asset-to-equity ratio is total assets over total equity.
- 14) Liabilities-to-equity ratio is total liabilities over total equity.
- 15) EBIT is computed by adding back provisions for income tax and interest expense to the net income for the period.
- 16) EBITDA is computed by adding back provision for income tax, interest expense and depreciation and amortization to the net income for the period.

CERTAIN LEGAL PROCEEDINGS

From time to time, the Company and its Subsidiaries, its Board of Directors, and Key Officers are subject to various civil, criminal, and administrative lawsuits and other legal actions arising in the ordinary course of their business. Typical cases include adverse claims over title to land, claims for recovery of money and damages and claims for cancellations of sales agreements and refund of deposits. In the opinion of the Company's management, as of the date of this Information Memorandum, none of the lawsuits or legal actions to which it is currently subject will materially affect the daily operations of its business nor will they have a material adverse effect on the Company's consolidated financial position and results of operations.

List of Cases as of 11 June 2026:

Century Limitless Corporation

| CASE TITLE | COURT / AGENCY | NATURE | BACKGROUND OF THE CASE |
|--|------------------------------|--------------|--|
| Courts | | | |
| Timecargo Logistics Corporation, represented by Nancy M. Casasola vs. Century Limitless Corporation (Civil Case No. R-MKT-26-00974-CV) | Makati City – RTC, Branch 62 | Sum of Money | <p>This case is a complaint for recovery of sum of money from Timecargo Logistics that was filed against Century Limitless Corporation. Timecargo is one of the logistics provider of CLC and there are alleged unpaid services that they have rendered for the CLC, which they claim against CLC.</p> <p>This case has no material adverse effect on the Company's consolidated financial position and results of operations.</p> |

Century City Development Corporation

| CASE TITLE | COURT / AGENCY | NATURE | BACKGROUND OF THE CASE |
|---------------------|------------------|---|---|
| Courts | | | |
| Sps. Cheng vs. CCDC | Court of Appeals | Nullification, Rescission, Injunction and Damages | <p>Cheng is the buyer of Unit 201 Gramercy Residences, partially paid through a loan with United Coconut Planters Bank (UCPB). She defaulted in her payments and UCPB sent a notice of buyback to CCDC. CCDC then sent the NNC and notice to vacate to Cheng.</p> <p>Cheng seeks the nullification of the NNC and believes that CCDC has no right to cancel the Contract to Sell after the TCP is fully paid. In its defense, CCDC argues that the DOU compels CCDC to buy back</p> |

| CASE TITLE | COURT / AGENCY | NATURE | BACKGROUND OF THE CASE |
|--|-----------------------|---------------|--|
| | | | <p>the unit after the default in loan by borrower Cheng.</p> <p>As a counterclaim, CCDC seeks to compel Cheng to sign the Deed of Reconveyance as mandated under the Contract to Sell. The Notice of Lis Pendens was annotated on the CCT with Cheng as registered owner.</p> <p>The trial court rendered a judgment against CCDC and ordered it to refrain from demanding the spouses Cheng to vacate the subject properties. The case is now pending appeal.</p> <p>This case has no material adverse effect on the Company's consolidated financial position and results of operations.</p> |
| In the Matter of an Arbitration Under Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004 Between Shopee Philippines Inc. and Century City Development Corporation | PDRCI | Sum of Money | <p>This case is about the claim of Shopee Philippines, a former tenant of CCDC at Asian Century Tower, of its full refund of Construction Deposit and Security Deposit. CCDC is contesting such refund since there are damages and expenses incurred in the leased floors that made the premises not in tenantable condition for prospective tenants.</p> <p>This case has no material adverse effect on the Company's consolidated financial position and results of operations.</p> |

Century City Development II Corporation

| | | | |
|--|------------------|----------------------------|--|
| Baolong-Collection of Sum of Money (M-MKT-21-03718-CV, Baolong Technology Industry Group | Court of Appeals | Collection of Sum of Money | <p>This case is a complaint filed against CCDC for the recovery of the Security Deposit in the plaintiff's Contract of Lease.</p> <p>On 30 August 2024, the trial court rendered a Decision in favor of Plaintiff Baolong Technology</p> |
|--|------------------|----------------------------|--|

| CASE TITLE | COURT / AGENCY | NATURE | BACKGROUND OF THE CASE |
|-------------------------|----------------|--------|---|
| Ltd., Inc. vs. CCDC II) | | | <p>Industry Group Ltd Inc. and against CCDCII ordering the latter to pay the total amount of ₱353,331,862.60.</p> <p>The case is still pending appeal before the Court of Appeals and is handled by an external law office.</p> <p>This case has no material adverse effect on the Company's consolidated financial position and results of operations.</p> |

Century Communities Corporation

| CASE TITLE | COURT / AGENCY | NATURE | BACKGROUND OF THE CASE |
|---|----------------------------------|---|--|
| Courts | | | |
| <p>CENTURY COMMUNITIES CORPORATION, represented by its authorized representative, RESTITUTIO E. INGAL,</p> <p>-versus-</p> <p>REGISTRY OF DEEDS, GENELYN BARRETO BAUTISTA AND THE 1,411 AWARDEES OF THE NWSA EMPLOYEES HOUSING PROJECT and all persons claiming rights and interests under them</p> | <p>RTC Quezon City Branch 83</p> | <p>Permanent Injunction with Prayer for Issuance of TRO and/or writ of preliminary injunction</p> | <p>The crux of the controversy in the instant case lies in the barrage of applications for the annotation of adverse claims, notices of lis pendens and other encumbrances entertained by the Register of Deeds over Transfer Certificate of Title Nos. 004-2018009232, 004-2018009491 and 004-2014010377, notwithstanding the prior execution of Deeds of Absolute Sale, Compromise Agreements and Quitclaims. Consequently, such annotations have cast a cloud upon the ownership of the subject properties, delayed the transfer process and obstructed CCC's development plans for intended housing project.</p> <p>On 21 May 2026, a TRO was issued by the Court against respondents in favor of CCC.</p> <p>This case has no material adverse effect on the Company's consolidated financial position and results of operations.</p> |

| CASE TITLE | COURT / AGENCY | NATURE | BACKGROUND OF THE CASE |
|---|--|----------------------|---|
| <p>Republic of the Philippines Represented By the DOTr vs. CCC and the Register of Deeds</p> | <p>Quezon City –RTC, Branch 98</p> | <p>Expropriation</p> | <p>In May 2022, SMC MRT7 filed its Entry of Appearance with Manifestation and Motion for Intervention. On 25 May 2022, we filed our Opposition citing the formal and substantial defects of the motion.</p> <p>Thereafter, without its motion having been granted, SMC MRT7 filed its Memorandum-in-Intervention. Immediately, we sought to expunge the aforesaid pleading.</p> <p>Meanwhile, on 30 May 2022, the intervenors-awardees filed their Motion to Withdraw Intervention.</p> <p>Also, on 12 April 2022, we manifested the Consolidated Decision issued by the Court of Appeals nullifying the trial court’s previous confirmation of the value of the provisional deposit at only ₱7,000.00 per square meter.</p> <p>With plaintiff’s continued refusal to pay the provisional deposit of ₱47,000.00 per square meter as determined by the Court of Appeals, we filed our Omnibus Motion to (a) Recall or Quash Writ of Possession; (b) to Restore Century to Possession of the Subject Properties; and (c) to Consider the Initial Deposit Forfeited in Favor of Century as Damages.</p> <p>During the hearing held last 27 October 2022, the Court recognized the pending motions and incidents of the case. It then directed the BOC to appear on 15 December 2022.</p> <p>On 15 December 2022, the Court reset the hearing to 30 March 2023 to afford the Presiding Judge sufficient time to review the records of the case.</p> |

| CASE TITLE | COURT / AGENCY | NATURE | BACKGROUND OF THE CASE |
|--|-------------------------|--------------------------------|--|
| | | | <p>After hearing the manifestations of the parties towards a possible settlement during the status hearing last 21 November 2025, the Court granted the parties until 11 December 2025 to submit a Compromise Agreement.</p> <p>However, no such agreement was entered. Accordingly, the issue of just compensation is now submitted for resolution.</p> <p>This case has no material adverse effect on the Company's consolidated financial position and results of operations.</p> |
| <p>CCC vs. Hon Marilou D. Runes-Tamang</p> | <p>Court of Appeals</p> | <p>Petition for Certiorari</p> | <p>On 6 April 2022, the Court issued its Consolidated Decision granting our Petition. Thus, the assailed Resolutions of the trial court dated 28 July 2020 and 7 September 2020 declaring the sufficiency of the Republic's and the Department of Transportation's provisional deposit were nullified and set aside.</p> <p>More importantly, the Court determined the subject properties as commercially valued at ₱47,000.00 per square meter. Accordingly, plaintiffs were directed to deposit the additional amount of ₱3,797,162,000.00 in favor of Century without prejudice to the subsequent determination of just compensation.</p> <p>In its <i>Consolidated Decision</i> dated 6 April 2022, the Court of Appeals found the initial deposit by the Republic as insufficient, the subject properties as commercial, and that such properties are valued at ₱47,000.00/sqm.</p> <p>The Republic assailed the aforementioned Decision before the Supreme Court, docketed as G.R. No. 265856.</p> |

| CASE TITLE | COURT / AGENCY | NATURE | BACKGROUND OF THE CASE |
|---|------------------|--|--|
| | | | <p>On 22 May 2025, we received a copy of the Supreme Court's <i>Resolution</i> dated 2 April 2025, partially granting the petition. It fixed the amount of initial deposit at ₱10,000.00/sqm.</p> <p>On 9 June 2025, we filed our <i>Motion for Reconsideration</i>. To this date, such motion has yet to be resolved by the Supreme Court.</p> <p>This case has no material adverse effect on the Company's consolidated financial position and results of operations.</p> |
| 1,411 Awardees vs. Hon. Marilou D. Runes-Tamang | Court of Appeals | Petition for Certiorari assailing Judge Tamang's Order dated 26 February 2021 ordering (i) the expropriation of the subject properties; (ii) the payment of just compensation in favor of Century; and (iii) the grant of an easement of right of way in favor of Century. | <p>On 25 May 2022, the petitioners-Awardees filed their Motion to Withdraw citing the agreement of the parties amicably settling their dispute.</p> <p>In a Resolution dated 7 February 2023, the submissions by opposing parties were denied and the Court of Appeals affirmed its earlier <i>Consolidated Decision</i> dated 6 April 2022 which found the initial deposit by the Republic as insufficient, the subject properties as commercial, and that such properties are valued at Php 47,000.00/sq.m.</p> <p>The case, consolidated before the Supreme Court under G.R. No. 265856, remains pending to date.</p> <p>This case has no material adverse effect on the Company's consolidated financial position and results of operations.</p> |
| Avelino T. Amores, et al. vs. Hon Aurora A. Hernandez – Calledo | Court of Appeals | Petition for Certiorari and Prohibition dated 10 March 2020 filed by the Tañada Faction of the | In its <i>Consolidated Decision</i> dated 6 April 2022, the Court of Appeals found the initial deposit by the Republic as insufficient, the subject properties as commercial, |

| CASE TITLE | COURT / AGENCY | NATURE | BACKGROUND OF THE CASE |
|------------|----------------|---|---|
| | | 1,411 Awardees to question Judge Calledo's orders granting the Writ of Preliminary Mandatory Injunction in favor of Century, insofar as the possession of the 7 hectares and 2,000 sqm. lots are concerned. | <p>and that such properties are valued at ₱47,000.00/sqm.</p> <p>The Republic assailed the aforementioned <i>Decision</i> before the Supreme Court, docketed as G.R. No. 265856.</p> <p>On 16 September 2024, we received a copy of a <i>Notice</i> deconsolidating the case of Amores, et al. v. Century from Republic v. Century and SMC MRT 7, Inc. v. Century, considering the cases emanate from different causes of action in the Regional Trial Courts, raise different issues, and depend on different sets of evidence.</p> <p>It is now docketed as G.R. No. 265952. To date, no resolution has been issued by the Supreme Court.</p> <p>This case has no material adverse effect on the Company's consolidated financial position and results of operations.</p> |

PHirst Park Homes Inc.

| CASE TITLE | COURT / AGENCY | NATURE | BACKGROUND OF THE CASE |
|---|--------------------|---|--|
| Regular Court | | | |
| PHirst Park Homes Inc., vs. Rodelio Malabanan, Manuel Malabanan, and Hipolito Malabanan | MTCC Br. 3 Calamba | Accion Reivindicatoria with Temporary Restraining Order and Damages | <p>PPHI filed a civil case against Rodelio Malabanan, Manuel Malabanan, and Hipolito Malabanan to enjoin them from interfering, trespassing, and prohibiting the construction of a portion of the perimeter fence at PHirst Park Homes – Calamba. PPHI reiterated its rights of ownership over the said portion in the complaint by presenting the Transfer Certificates of Title over the same.</p> <p>The Court has declared the defendants in default as they failed to file their Answer. In its</p> |

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| | | | <p>Decision dated 24 April 2025, the Court declared PPHI the true owner of the properties subject of the case and ordered the defendants to remove any structures, temporary or permanent, that encroach upon these properties. It further enjoined defendants from trespassing or prohibiting PPHI from constructing a perimeter fence or performing any act that infringes or violates PPHI's ownership rights. The Notice to Vacate and Writ of Execution was served on the defendants on 8 July 2025. The case was terminated in favor of PPHI.</p> <p>No major developments from the last status declared for this case.</p> <p>This case has no material adverse effect on the Company's consolidated financial position and results of operations.</p> |
| Wilfredo Delos Santos, et al. vs. PHirst Park Homes Inc. | Malolos, Bulacan – RTC | Reconveyance | <p>Delos Santos, et al. alleged that Fermin and Severina Santos, from whom PPHI acquired the property for the Pandi project, deprived them of their shares over the property. They asserted that the Deed of Donation was forged, and that the adverse claim that was annotated on the title of the property was not validly cancelled.</p> <p>PPHI filed its Answer in December 2022.</p> <p>PPHI alleged that it is a buyer in good faith and an innocent purchaser for value. PPHI conducted legal and technical due diligence prior to acquisition which showed that the property was legally and physically owned by the sellers. PPHI could not have had knowledge of the facts that allegedly transpired within the family 40 years ago. Thus, the property cannot be reconveyed to Delos Santos, et al. Hence, the complainants' recourse is to go</p> |

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| | | | <p>after the estate of the deceased sellers.</p> <p>PPHI received an Order denying its Motion to Reconsideration that argued that the Court erred in denying its Motion to Dismiss despite the clear and established rule that the payment of the correct filing fees is not a mere procedural formality, but a mandatory requirement for the valid institution of an action, and for the acquisition by the Court of jurisdiction over a case.</p> <p>The case is still ongoing. Presentation of Respondent's 2nd witness is scheduled on 29 July 2026.</p> <p>This case has no material adverse effect on the Company's consolidated financial position and results of operations.</p> |
| National Grid Corporation of the Philippines vs. PHirst Park Homes Inc. | Malolos, Bulacan – RTC | Expropriation (RTC-Malolos) | <p>The National Grid Corporation of the Philippines (NGCP) claimed that it needs to expropriate a portion of the Pandi project in order to construct and implement its Hermosa-San Jose 500kv Transmission Line Project which was certified as an energy project of national significance.</p> <p>PPHI filed its Answer on 12 September 2022. The RTC issued a Writ of Possession on 30 September 2022 without considering PPHI's Answer.</p> <p>PPHI filed an MR questioning the validity of the Writ. The RTC and NGCP have likewise not notified the affected homeowners, hence, the Writ cannot be validly enforced. The motion is still pending with the RTC.</p> <p>On 29 December 2022, NGCP filed a Motion for Break Open/Demolition which PPHI opposed on 4 January 2023. The</p> |

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| | | <p>Petition for TRO (Supreme Court)</p> | <p>motion is also pending with the RTC.</p> <p>The expropriation is invalid because NGCP failed to prove its authority to expropriate and the reasonable necessity to expropriate the properties. NGCP also failed to offer just compensation for the expropriation of the properties.</p> <p>Meanwhile, the RTC should exercise judicial courtesy because of the pending Supreme Court Petition for the issuance of TRO.</p> <p>PPHI filed a Petition before the Supreme Court to enjoin the RTC and NGCP from proceeding with the expropriation case.</p> <p>The Supreme Court has yet to act on the Petition.</p> <p>This case questions the propriety of NGCP's act of expropriating the property given that they did not follow with the guidelines set forth under the ROW Act, i.e., there was no genuine necessity to expropriate PPHI's property.</p> <p>There is an ongoing settlement with NGCP.</p> <p>This case has no material adverse effect on the Company's consolidated financial position and results of operations.</p> |
| <p>PPHI vs. Julian Philip L. De Ocampo</p> | <p>OCP Makati City</p> | <p>Violation of Article 315(2)(a) in relation to Article 172 and Article 171 of the Revised Penal Code (Estafa through Falsification)</p> | <p>De Ocampo used his qualifications in transferring the agent fees to his own personal bank account, which caused damage to PPHI.</p> <p>The case was dismissed by OCP in favor of Philip De Ocampo.</p> <p>PPHI will re-file a new criminal case for Other Deceits or for a different crime with elements lower than Estafa.</p> |

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| | | | No major developments from the last status declared for this case. |
| Premier Allianz Inc. vs. Warren Pangan | RTC Br. 56 Angeles City, Pampanga | Qualified Theft (85 counts) | <p>Premier, as employer of Pangan, filed a qualified theft case against him for stealing PPHI funds amounting to ₱1,886,422.51.</p> <p>Witness Ingrid Dominguez was presented last 13 November 2025, while the second witness, Iris Joy Evangelista, was presented last 09 February 2026. No major matters were raised in cross-examination.</p> <p>PPHI is awaiting the decision of the court.</p> <p>This case has no material adverse effect on the Company's consolidated financial position and results of operations.</p> |
| Joselito Guarin Abeng vs. PPHI | MTCC Br. 2, Lipa | Recovery of sum of money with damages | <p>Abeng seeks to claim his alleged earned commissions, bonuses, and incentives in the amount of ₱2,000,000.00, claiming wrongful termination of his sales agreement without due notice or valid justification.</p> <p>Decision in favor of PPHI was rendered on 18 May 2026 dismissing Abeng's complaint.</p> <p>This case has no material adverse effect on the Company's consolidated financial position and results of operations.</p> |

DIRECTORS AND MANAGEMENT

Directors and Executive Officers

The directors of the Company are elected at the regular annual stockholders' meeting. They hold office for a term of one (1) year until the next succeeding annual meeting and until their respective successors have been elected and qualified. The executive officers hold office until their respective successors have been elected and qualified.

The directors and executive officers of the Company as of 15 June 2026 are as follows:

| Name | Position | Age | Citizenship |
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| Jose E.B. Antonio | Executive Chairman | 79 | Filipino |
| John Victor R. Antonio | Vice Chairman | 53 | Filipino |
| Jose Marco R. Antonio | President and CEO / Managing Director | 52 | Filipino |
| Jose Carlo R. Antonio | Director / Managing Director / Corporate Treasurer / Investor Relations Officer | 43 | Filipino |
| Hilda R. Antonio | Director | 79 | Filipino |
| Aileen Christel U. Ongkauko | Independent Director | 57 | Filipino |
| Arthur N. Aguilar | Independent Director | 80 | Filipino |
| Josue A. Camba, Jr. | Independent Director | 78 | Filipino |
| Senen L. Matoto | Independent Director | 78 | Filipino |
| Rafael G. Yaptinchay | Director | 75 | Filipino |
| Ricardo P. Cuerva | Director | 81 | Filipino |
| Danny E. Bunyi | Corporate Secretary | 60 | Filipino |
| Carlos Benedict K. Rivilla, IV | Assistant Corporate Secretary | 54 | Filipino |
| Julienne Cruz | Head for Corporate Communications | 43 | Filipino |
| Atty. Isabelita Ching-Sales | Chief Legal Officer, Chief Information Officer and Chief Compliance Officer | 46 | Filipino |
| Ritchelle T. Cordero | Chief Human Resource Officer and Group Head for Administration | 45 | Filipino |
| Rodel V. Marqueses | Chief Financial Officer | 41 | Filipino |

Amb. Jose E.B. Antonio, 79 years old, Filipino, is one of the founders and the Executive Chairman of the Board of the Company and its Subsidiaries. He graduated *cum laude* from San Beda College, Manila in 1966 with a Bachelor's Degree in Commercial Science (major in Marketing) and received a Master's Degree in Business Management in 1968 from Ateneo de

Manila's Graduate School of Business. Chairman Antonio also graduated from Harvard University's Owner/President Management Program in 2003. Chairman Antonio served as the Philippines Special Envoy for Trade and Economics to the People's Republic of China in 2005 and is currently the Chairman of Century Asia Corporation, Prestige Cars, Inc., and Philtranco Service Enterprises. He is also the founder and Chairman of the Philippine-China Business Council Inc. In addition, he serves as the Vice Chairman of Penta Pacific Realty Corporation, and Subic Air Charter, Inc. Mr. Antonio has also been duly appointed by former President Duterte as *the Philippines'* special envoy to the United States of America (U.S.A.), effective 28 October 2016. His mission is to enhance business ties and strengthen the economic affairs between the two countries.

Mr. John Victor R. Antonio, 53 years old, Filipino, is Vice-Chairman of the Company. He has been with the Company for 32 years and is involved in managing projects in the Company's middle income and affordable product lines, including Gramercy Residences and Azure Urban Residences. He graduated *magna cum laude* with a Bachelor's Degree in Economics (major in Marketing) from the University of Pennsylvania's Wharton School in 1993 and finished his Master's in Business Administration ("**MBA**") program from the Wharton School in 2003.

Mr. Jose Marco R. Antonio, 52 years old, Filipino, is President and Chief Executive Officer / Managing Director of the Company. Prior to joining the Company, he worked at Blackstone Real Estate Partners as a financial analyst. He has been with the Company for 29 years and is involved in managing projects in the Company's middle income and affordable product lines, including Canyon Ranch, Knightsbridge Residences, and Acqua Private Residences. He graduated *summa cum laude* with a Bachelor's Degree in Economics (dual major in Finance and Entrepreneurial Management) from the University of Pennsylvania's Wharton School in 1995 and received his MBA from the Wharton School in 2004.

Mr. Jose Carlo R. Antonio, 43 years old, Filipino, is a Director / Managing Director / Corporate Treasurer / Investor Relations Officer of the Company and a member of the Board of Directors. Prior to joining the Company in 2007, he worked in the investment banking groups of Citigroup and Goldman Sachs. He graduated *magna cum laude* with a Bachelor's Degree in Economics (major in Finance) from the University of Pennsylvania's Wharton School in 2005.

Ms. Hilda R. Antonio, 79 years old, Filipino, is a Director of the Company and a member of the Board. She is the wife of the Chairman, Amb. Jose E.B. Antonio. She is a philanthropist and a member of the Board of Directors of CPI, Museum Properties, Inc., Heirloom Properties Inc., and Sovereign Property Holdings. She graduated from Assumption College of Manila with a degree in Economics.

Mr. Ricardo P. Cuerva, 81 years old, Filipino, is a Director of the Company and a member of the Board. Mr. Cuerva was a co-founder of Meridien and served as Meridien's President from 1988 to 1996. He also currently serves as a member of the Rotary Club of Makati City. Mr. Cuerva graduated from San Beda College in 1961 with a Bachelor of Science Degree in Business Administration and obtained his MBA from Ateneo De Manila in 1971. Mr. Cuerva is the President and owner of Century Project Management and Construction Corporation, which oversees the construction of the Company's vertical developments.

Mr. Rafael G. Yaptinchay, 75 years old, Filipino, is a Director of the Company and a member of the Board. Mr. Yaptinchay was a co-founder of Meridien and served as Meridien's President from 1996 to 2009. He previously served as the Assistant Treasurer and Head of Business Development/Corporate Planning of Philippine National Construction Corporation. Mr. Yaptinchay is a member of the Rotary Club of Ortigas and the Association of Asian Manager, Inc. Mr. Yaptinchay graduated from Ateneo de Manila University in 1971 with

a Bachelor's Degree (major in Economics) and received his MBA from Asian Institute of Management in 1974.

Ms. Aileen Christel U. Ongkauko, 57 years old, Filipino, is concurrently the Group President and CEO of La Filipina Uy Gongco Corporation & Subsidiaries, a highly diversified agribusiness, livestock, and food company established more than a century ago. She is also a Director of South Balibago Resources Inc. and Ateneo Family Business Development Center. Ms. Ongkauko was also former Director of Aboitiz Equity Ventures International, Aboitiz Power International, Pilmico International, and Advisor to the Board for Weather Philippines, Inc. She graduated magna cum laude and was a Departmental Awardee from Ateneo de Manila University, where she earned her degree in Bachelor of Arts in Management Economics.

Arthur N. Aguilar, 80 years old, Filipino, holds a Master in Public Administration from Harvard University Kennedy School of Government, a Master in Business Management from the Asian Institute of Management, and bachelor's degrees in Accounting and Political Science-Economics from De La Salle University. Mr. Aguilar has over 50 years of experience in corporate management, finance, energy, infrastructure, and public service, having served in senior leadership positions in both the private and public sectors, including as President and CEO of the National Transmission Corporation, Founding Chairman of the Department of Energy, President of Global Business Power Corporation, and Executive Vice President of Robinsons Land Corporation. He brings extensive expertise in corporate governance, strategic management, finance, and public policy.

Josue A. Camba, Jr., 78 years old, Filipino, is a Certified Public Accountant and holds a Bachelor of Science in Business Administration major in Accounting from the University of the East, as well as a Program for Management Development certification from Harvard Business School. Mr. Camba, Jr. has over five decades of experience in finance, banking, investment management, and corporate governance. He currently serves as Chief Executive Officer of Bancpros & Associates and as Independent Director of Penta Finance Corporation and Penta Capital Development Corporation. His previous leadership roles include Chairman and Chief Executive Officer of Basic Energy Corporation, President of Corporate Financial Advisors, Inc., President and Chief Executive Officer of New Millennium Investments Corporation, and Director and Head of the Audit Committee of the Philippine Dealing Systems Group of Companies. He brings extensive expertise in finance, investments, corporate management, and governance.

Senen L. Matoto, 78 years old, Filipino, holds a Master in Business Administration from the Asian Institute of Management and a Bachelor of Science in Business Administration from the University of the Philippines. Mr. Matoto has over five decades of experience in banking, finance, investments, and corporate governance. He currently serves as Independent Director and Audit Committee member of Yuanta Savings Bank, PhilGuarantee Corporation, and Figaro Coffee Group, Inc. Previously, he held various senior leadership positions within the Bank of the Philippine Islands, including Senior Vice President, Head of Asset Recovery and Management Group, President and Chairman of BPI Securities Corporation, Vice Chairman of BPI Capital Corporation, and Senior Vice President for Corporate Banking. He has likewise served as director of several financial, investment, and publicly listed companies. He brings extensive expertise in banking, corporate finance, investments, risk management, and corporate governance.

Atty. Danny E. Bunyi, 60 years old, Filipino, is the Corporate Secretary of the Company. He is likewise a Senior Partner at Divina Law Offices and a lecturer at John Gokongwei School of Management in Ateneo de Manila University and at the Trust Institute Foundation of the Philippines. He was the Senior Vice President and Corporate Secretary of the Development Bank of the Philippines and the Chief Compliance Officer and Legal Services Group Head of

Robinsons Bank. He was also the Legal Counsel for Consumer Banking of Standard Chartered Bank (Manila Office) and the Head of the Legal Advisory Division of the Philippine Commercial International Bank. He completed the Finance for Senior Executives Program in the Asian Institute of Management as well as the course on Trust Operations and Investment Management conducted by the Trust Institute Foundation of the Philippines. He obtained his law degree at the Ateneo de Manila University, with a Bachelor's Degree in Business Management, major in Legal Management, from the same university. Atty. Bunyi has extensive work experience in the field of banking and finance, trust banking and investment management, and corporate and special projects.

Mr. Carlos Benedict K. Rivilla IV, 54 years old, Filipino, is the Assistant Corporate Secretary and Vice-President for Corporate Affairs of the Company. As part of his experience in the business sector, he served as Corporate Compliance Officer and Vice-President for Finance in a corporation engaged in mass media for four (4) years in Cebu City and also previously handled corporate affairs for the Company and served as Director and Corporate Secretary of various businesses in Makati City. He joined the Company in 2007. Mr. Rivilla is a graduate of University of San Jose Recoletos. Mr. Rivilla was appointed Assistant Corporate Secretary on 17 August 2011.

Mr. Rodel V. Marqueses, 41 years old, Filipino, is the Group Chief Financial Officer (“**CFO**”). He graduated with academic distinction from San Beda College, Manila in 2005 with the degree of Bachelor of Science in Accountancy. Prior to his appointment, he was Chief Financial Officer of PPHI, a wholly-owned subsidiary of the Company, since July 2024. Prior to joining the Company, he was the Chief Financial Officer of Udenna Land, Inc. and Udenna Infrastructure Corporation, and Vice President for Finance of Udenna Corporation, AVP for Controllershship of Arthaland Corporation, Group Financial Controller at Chelsea Logistics and Infrastructure Holdings Group Corp., and Audit Senior Manager at Punongbayan & Araullo.

Atty. Isabelita Ching-Sales, 46 years old, Filipino, serves as the Company's Chief Legal Officer, Chief Information Officer, and Chief Compliance Officer. Prior to joining Century Properties, Atty. Ching-Sales was the Chief Legal Counsel and Chief Information Officer of Asiatrust Development Bank, also a publicly-listed company. Having undergone extensive training and experience on loans, credit, and branch banking operations, she was also appointed Head for Credit Support Department, and still is the Corporate Secretary of Asiatrust Development Bank, now NextGenesis Corporation. Atty Ching-Sales also worked as Head for Operations of China Banking Corporation's Acquired Assets Division. She graduated from the University of Sto. Tomas with a Bachelor's Degree in Legal Management and obtained her degree in Bachelor of Laws and Juris Doctor degree at San Beda College of Law and San Sebastian College Recoletos Manila, Institute of Law.

Mr. Ritchelle T. Cordero, 45 years old, Filipino, is the Chief Human Resource Officer and Group Head for Administration of the Company. He graduated with academic distinction from San Beda College, Manila in 2002 with the degree of Bachelor of Arts in Philosophy and Human Resources Development. He completed the Executive MBA degree program at the Asian Institute of Management in 2017. Prior to joining the Company, he was the Human Resources (“**HR**”) Manager of Ayala Property Management Corporation, a subsidiary of Ayala Land Inc., HR Officer of DMCI Project Developers, Inc., and HR & Quality Management Officer of Asiatic Development Corporation.

Ms. Julienne M. Cruz, 43 years old, Filipino, is the Group Head for Corporate Communications of the Company effective 1 November 2021. Prior to joining the Company in 2007, she served as a Public Relations (“**PR**”) Associate in Grupo Agatep (formerly Agatep Associates) and a television production member of various motoring media shows. As part of her corporate background, she served as PR Associate, Advertising Manager, Marketing

Communications Manager, and Assistant Vice President for Communications of the Company until 2020. She graduated with a Bachelor's Degree in Communication Arts from Miriam College Quezon City in 2005. Ms. Cruz is taking her MBA degree through the Regis program of the Ateneo Graduate School of Business in Makati.

All the directors and members of the senior management of the Company possess a high degree of integrity and character and are fully capable and able to perform their duties as directors and members of senior management, respectively. The Company does not believe that its business is dependent on the services of any particular employee.

As of the date of this Information Memorandum, the directors and key officers of the Company have no material pending civil or criminal cases filed by or against them.

From time to time, the Company and its Subsidiaries, its Board of Directors and Key Officers are subject to various civil, criminal and administrative lawsuits and other legal actions arising in the ordinary course of our business. Typical cases include adverse claims over title to land, claims for recovery of money and damages and claims for cancellations of sales agreements and refund of deposits. In the opinion of the Company's management, none of the lawsuits or legal actions to which it is currently subject will materially affect the daily operations of its business nor will they have a material adverse effect on the Company's consolidated financial position and results of operations.

Significant Employee

The Issuer has no employee and non-executive officer who is expected to make, individually on his own, a significant contribution to the business.

SUMMARY OF THE OFFER

This Information Memorandum and offering relates to the Notes. The following summary of the offer does not purport to be complete and is taken from, and is qualified in its entirety by, the more detailed information appearing elsewhere in this Information Memorandum.

The terms and conditions set out below apply to the Notes.

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| Issuer | Century Properties Group Inc. |
| Issue | SEC-registration exempt Peso-denominated fixed rate corporate notes to be enrolled with the Philippine Dealing & Exchange Corp. (“ PDEX ”) |
| Issue Size | ₱3,000,000,000 |
| Sole Arranger and Bookrunner | China Bank Capital Corporation |
| Use of Proceeds | The net proceeds from the Notes shall be used primarily (i) to fund land banking for PPHI projects in Tayabas (Quezon), San Miguel (Iloilo) and Digos (Davao del Sur), and CLC’s second project (house and lot) in San Fernando (Pampanga), (ii) to fund working capital for the construction of pre-sold PPHI units, and (iii) to fund general corporate purposes. |
| Issue Price | At par, or 100% of face value. |
| Manner of Distribution | The Notes will be limited to Philippine resident juridical persons or entities who, at the point of offer, purchase and on the Issue Date, are classified or considered as Qualified Buyers under Section 10.1 (L) of the SRC and Rule 10.1.4 of the SRC Rules, and when applicable, duly qualified by a SEC-registered qualified investor registrar. No offering shall be made to individuals or non-resident investors. |
| Form and Denomination of the Notes | The Notes shall be issued in scripless form in minimum denominations of ₱25,000,000.00, and in integral multiples of ₱5,000,000.00 thereafter. |
| Enrollment Date or Issue Date | 30 June 2026, or such other date as may be agreed upon in writing by the Issuer and the Sole Arranger and Bookrunner. |
| Tenor / Maturity Date | Series A Notes: Five (5) years from the Issue Date In the event that the Maturity Date does not fall on a Banking Day, the payments of all amounts due on such date shall be made by the Issuer through the Paying Agent, without adjustment for accrued interest, on the succeeding Banking Day. |
| Interest Rate | 7.7000% The Interest Rate shall accrue from the Issue Date until the Maturity Date or when the Series A Notes are otherwise redeemed. |
| Interest Payment | Interest shall be calculated on a 30/360-day basis and shall be paid quarterly in arrears. |

| Optional Redemption | <p>Prior to the Maturity Date of the Series A Notes, the Issuer shall have the right, but not the obligation, to redeem in whole, but not in part, the outstanding Notes on any of the Interest Payment Dates indicated below (the “Call Option Dates”) or the immediately succeeding Banking Day if such date is not a Banking Day, in accordance with the following schedule:</p> <table border="1" data-bbox="564 434 1382 577"> <thead> <tr> <th colspan="2" data-bbox="564 434 1382 465">SERIES A NOTES</th> </tr> <tr> <th data-bbox="564 465 1066 501">Call Option Dates</th> <th data-bbox="1066 465 1382 501">Call Option Price</th> </tr> </thead> <tbody> <tr> <td data-bbox="564 501 1066 537">12th to 15th Interest Payment Date</td> <td data-bbox="1066 501 1382 537">101.00%</td> </tr> <tr> <td data-bbox="564 537 1066 573">16th to 19th Interest Payment Date</td> <td data-bbox="1066 537 1382 573">100.50%</td> </tr> </tbody> </table> <p>The amount payable to the Noteholders in respect of any such redemption shall be calculated as the sum of (i) the Call Option Price applied to the principal amount of the then outstanding Notes being redeemed and (ii) all accrued interest on the Notes as of the Call Option Date.</p> | SERIES A NOTES | | Call Option Dates | Call Option Price | 12 th to 15 th Interest Payment Date | 101.00% | 16 th to 19 th Interest Payment Date | 100.50% |
|--|---|-----------------------|--|--------------------------|--------------------------|--|---------|--|---------|
| SERIES A NOTES | | | | | | | | | |
| Call Option Dates | Call Option Price | | | | | | | | |
| 12 th to 15 th Interest Payment Date | 101.00% | | | | | | | | |
| 16 th to 19 th Interest Payment Date | 100.50% | | | | | | | | |
| Final Redemption | <p>The Notes shall be redeemed at par, or 100% of face value, on the Maturity Date, unless previously redeemed or purchased and cancelled by the Issuer.</p> | | | | | | | | |
| Redemption for Tax Purposes | <p>If payments under the Notes become subject to additional or increased taxes (other than taxes and rates thereof 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 in whole, but not in part, the Notes on any Interest Payment Date (having given not more than sixty (60) nor less than thirty (30) days’ prior written notice) at par, plus accrued interest thereon, subject to applicable regulations.</p> | | | | | | | | |
| Redemption due to Change in Law or Circumstance | <p>The Issuer may redeem the Notes 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 Noteholders under the Trust Indenture Agreement and the Notes:</p> <ol style="list-style-type: none"> <li data-bbox="655 1496 1396 1765">i. 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 Indenture Agreement or the Notes shall be modified in a manner which shall materially and adversely affect the ability of the Issuer to comply with such obligations or shall be withdrawn or withheld. <li data-bbox="655 1798 1396 2031">ii. Any provision of the Trust Indenture 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 Indenture Agreement or any of the related documents | | | | | | | | |

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| | <p>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 Agreement or any other related documents.</p> <p>iii. Any concessions, permits, rights, 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.</p> <p>In the event that the Issuer should invoke any of the foregoing conditions, the Issuer 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 the Issuer may redeem the Notes 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.</p> |
| Taxation | <p>Payments of principal and interest shall 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 Republic of the Philippines, including, but not limited to, stamp, issue, registration, documentary, value-added or any similar tax or other taxes and duties, including interest and penalties. If such taxes, duties, or charges are imposed, the Issuer shall pay additional amounts so that Noteholders shall receive the full amount of the relevant payment which otherwise should have been due and payable. Provided, however, that the Issuer shall not be liable for, and the foregoing payment undertaking of the Issuer shall not apply to:</p> <ul style="list-style-type: none"> (a) final withholding tax applicable to interest earned on the Notes; (b) gross receipts tax; (c) taxes on the overall net income of any securities dealer or noteholder, whether or not subject to withholding; and (d) value-added tax. <p>All sums payable by the Issuer to tax-exempt entities shall be paid in full without deductions for taxes, duties, assessments or governmental charges provided said entities present sufficient proof of such tax-exempt status from the tax authorities.</p> <p>Documentary stamp tax for the primary issue of the Notes and the execution of the relevant note documents, if any, shall be for the account of the Issuer.</p> |

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| | <p>Income arising from gains on the sale or disposition of the Notes will form part of the relevant Noteholders' income and may be subject to tax. Noteholders should consult their own tax advisers on the ownership and disposition of the Notes, including the applicability of any state, local or foreign tax laws.</p> <p>The BIR's tax treatment of the Notes may vary from the tax treatment described in this Information Memorandum. Any adverse tax consequences upon the Noteholder arising from any variance in tax treatment shall be for such Noteholder's sole risk and account.</p> |
| Status of the Notes | The Notes shall constitute the direct, unconditional, unsecured, and unsubordinated obligations of the Issuer and shall at all times rank <i>pari passu</i> and ratably without any preference or priority amongst themselves and at least <i>pari passu</i> with all other present and future unsecured and unsubordinated obligations of the Issuer, other than obligations preferred by law. |
| Negative Pledge | Negative pledge customary or standard for note issuances of this nature. |
| Rating | The Notes have been rated AA+ with a Positive Outlook by Credit Rating and Investors Services Philippines Inc. (" CRISP ") on 19 June 2026. |
| Enrollment | The Notes shall be enrolled on the Philippine Dealing & Exchange Corp. (" PDEX ") or such other notes or fixed-income securities exchange licensed by the SEC on which the trading of debt securities in significant volume occurs. |
| Title | The beneficial interest to the Notes shall be shown on and recorded in the Registry of Noteholders maintained by the Registrar. A notice confirming the principal amount of the Notes purchased by each applicant in the offering shall be issued by the Registrar to all Noteholders following the Issue Date. |
| Transfer | Trading of the Offer shall be coursed through a Philippine Depository & Trust Corp. (" PDTC ") participant under the scripless book-entry system of the PDTC. Trading, transfer, and/or settlement of the Offer 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 Notes, title thereto shall pass by recording of the transfer from the transferor to the transferee in the electronic register of noteholders to be maintained by the Registrar. |
| Selling and Transfer Restrictions | Initial placement of the Notes and subsequent transfers of interests therein shall be subject to applicable selling restrictions for listed securities as may prevail in the Philippines from time to time. |
| Governing Law | Philippine Law |
| Exclusive Jurisdiction | Proper courts of Makati City, Philippines |
| Issuer's Counsel | Angara Abello Concepcion Regala & Cruz Law Offices |
| Trustee | China Banking Corporation through its Trust and Asset Management Group |

Registrar and Paying
Agent

Philippine Depository & Trust Corp.

USE OF PROCEEDS

Following the offer and sale of the Notes in the amount of ₱3 million, CPGI expects that the net proceeds of the offer shall be used primarily (i) to fund land banking for PPHI projects in Tayabas (Quezon), San Miguel (Iloilo) and Digos (Davao del Sur), and CLC's second project (house and lot) in San Fernando (Pampanga), (ii) to fund working capital for the construction of pre-sold PPHI units, and (iii) to fund general corporate purposes.

DESCRIPTION OF THE NOTES

The Offer and Issuance of the Notes are made solely to Qualified Buyers which are juridical persons under Section 10.1 (L) of the SRC. The Offer and Issuance is exempt from the registration requirements of the SRC. The Notes are not being offered pursuant to a public offering.

With regard to the Offer, the following does not purport to be a complete listing of all the rights, obligations, or privileges of the Notes. Some rights, obligations, or privileges may be further limited or restricted by other documents. Prospective Noteholders are enjoined to carefully review the Articles of Incorporation, By-Laws, and resolutions of the Board of Directors and Shareholders of CPGI, the information contained in this Information Memorandum, the Note Documents, and other agreements relevant to the Offer. Prospective Noteholders are likewise encouraged to consult their legal counsels and accountants in order to be better advised of the circumstances surrounding the Notes.

GENERAL

The Board of Directors of the Company authorized, through a resolution unanimously passed and approved on 23 June 2026, the offering and issuance of Philippine Peso-denominated fixed rate corporate notes in an aggregate principal amount of up to Three Billion Pesos (₱3,000,000,000.00) with a proposed tenor of five (5) years (the “**Notes**” or the “**Offer**”). The Notes will be issued by the Company pursuant to the terms and conditions of the Notes (the “**Terms and Conditions**”) on the Issue Date.

A Trust Indenture Agreement was executed on 24 June 2026 (the “**Trust Indenture Agreement**”) and entered into between the Issuer and China Banking Corporation through its Trust and Asset Management Group (the “**Trustee**”). The following description of and the Terms and Conditions of the Notes is only a summary and subject to the detailed provisions of the Trust Indenture Agreement.

A Registry and Paying Agency Agreement was executed on 24 June 2026 (the “**Registry and Paying Agency Agreement**”) between the Issuer and PDTC (the “**Registrar and Paying Agent**”).

The Notes shall be offered and sold solely to Qualified Buyers (“**QBs**”) in accordance with Section 10.1 (L) of the Securities Regulation Code and Rule 10.1.4 of its Implementing Rules and Regulations in the Philippines, and shall be issued and transferable in minimum principal amounts of ₱25,000,000.00 and in multiples of ₱5,000,000.00 thereafter.

The Notes shall mature five (5) years from the Issue Date, on 30 June 2031, unless earlier redeemed by the Issuer pursuant to the terms thereof and subject to the provisions on redemption and payment as detailed below.

The Registrar and Paying Agent has no interest in or relation to CPGI, which may conflict with its role as paying agent and as registrar for the Offer. CPGI has no ability to control or direct the affairs of the Registrar and Paying Agent.

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

1. Form, Denomination and Title

a. Form and Denomination

The Notes are in scripless form and issued in denominations of ₱25,000,000.00 each as a minimum and in integral multiples of ₱5,000,000.00 thereafter.

b. Title

Legal title to the Notes shall be shown in the Registry of Noteholders maintained by the Registrar pursuant to the Registry and Paying Agency Agreement. A notice confirming the principal amount of the Notes purchased by each applicant in the Offer shall be released by the Registrar to all Noteholders no later than seven (7) Banking Days following the Issue Date.

The Noteholder has twenty (20) calendar days from the date indicated in the registry confirmation to request the Registrar and Paying Agent for amendment, correction, or completion of the relevant information in the Registry of Noteholders. The Noteholder shall, within such period, request the Registrar and Paying Agent to amend entries in the Registry by issuing an Affidavit of Correction duly endorsed by the Noteholder and such other supporting documents as may be required by the Registrar and Paying Agent.

Upon any assignment, title to the Notes shall transfer by recording of the assignment from the transferor to the transferee in the Registry of Noteholders maintained by the Registrar and Paying Agent. Settlement in respect of such transfer or change of title to the Notes, including the settlement of any cost arising from such transfers, including, but not limited to, documentary stamp taxes, if any, arising from subsequent transfers, shall be for the account of the relevant Noteholder. If the e-SIP is used for the Offer, the operational guidelines, and procedures for the use of e-SIP shall govern.

c. Note Rating

The Notes have been rated **AA+** with a **Positive Outlook** by Credit Rating and Investors Services Philippines Inc. ("CRISP") on 19 June 2026 CRISP reaffirms AA+ rating with a Positive Outlook based on the following factors:

1. Established Residential Development Franchise;
2. Strong Position in Affordable and First-home Housing through PHirst;
3. Resilient Operating Performance; and
4. Adequate Liquidity and Leverage Metrics that Remain Manageable.

CRISP retains the Positive Outlook which reflects the potential for improved credit metrics through successful expansion, stronger cash-flow generation, and disciplined funding. Maintaining the Outlook will depend on effective project execution, sustained demand, improved cash-flow conversion, and preservation of adequate liquidity and leverage metrics. CRISP could potentially upgrade the rating if CPGI demonstrates sustained improvement in EBITDA and operating cash flow, reduces leverage, strengthens interest coverage, successfully executes new launches, and preserves liquidity while expanding its landbank and project pipeline.

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

2. Transfer of Notes

a. Electronic Registry of Noteholders

CPGI shall cause the Electronic Registry of Noteholders to be kept by the Registrar in electronic form. The names and addresses of the Noteholders and the particulars of the Notes held by them and of all transfers of the Notes shall be entered into the Registry of Noteholders, subject to the terms of the Registry and Paying Agency Agreement. As required by Circular No. 428-04 issued by the Bangko Sentral ng Pilipinas (“BSP”), the Registrar and Paying Agent shall send each Noteholder a written statement of registry holdings at least quarterly (at the cost of CPGI), and a written advice confirming every receipt or transfer of the Notes that is effected in the Electronic Registry of Noteholders (at the cost of CPGI). Such statement of registry holdings shall serve as the confirmation of ownership of the relevant Noteholder as of the date thereof. Any requests of Noteholders for certifications, reports or other documents from the Registrar and Paying Agent, except as provided herein, shall be for the account of the requesting Noteholder.

b. Transfers; Tax Status

Noteholders may transfer their Notes at any time, regardless of tax status of the transferor vis-à-vis the transferee. Should a transfer between Noteholders of different tax status occur on a day that is not an Interest Payment Date, tax exempt entities trading with non-tax-exempt entities shall be treated as non-tax-exempt entities for the interest period within which such transfer occurred. A Noteholder claiming tax-exempt status is required to submit a written notification of the sale or purchase to the Trustee and the Registrar and Paying Agent, including the tax status of the transferor or transferee, as appropriate, together with the supporting documents specified below under “Payment of Additional Amounts; Taxation”, within two (2) Banking Days of such transfer. Transfers taking place in the Electronic Registry of Noteholders after the Notes are enrolled on PDEX shall 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.

c. Secondary Trading of the Notes

The Issuer intends to enroll the Notes in PDEX for secondary market trading. The Notes will be traded in multiples of ₱5,000,000.00 for so long as any of the Notes are enrolled on PDEX. Secondary market trading in PDEX shall follow the applicable PDEX rules, conventions, and guidelines, including rules, conventions, and guidelines governing trading and settlement between Noteholders 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 Noteholders.

Any transfer of the Notes shall be subject to the applicable restrictions under the Securities Regulation Code and its implementing rules and regulations, including the requirement that transfers be made only to Qualified Buyers or such other persons as may be permitted under applicable law.

3. Ranking

Each Note shall accrue and bear interest from the Issue Date up to and including the relevant Maturity Date or any date of early redemption, unless, upon due presentation, payment of the

principal in respect of the Note then outstanding is not made, is improperly withheld or refused, in which case the Penalty Interest shall apply.

4. Interest

a. Interest Payment Dates

The Notes shall bear interest on its principal amount from and including Issue Date at the rate of 7.7000% per annum, payable quarterly in arrears starting on 30 September 2026 for the first Interest Payment Date and on 30 December, 30 March, 30 June and 30 September of each year for each subsequent Interest Payment Date at which the Notes are outstanding, or the subsequent Banking Day, without adjustment to the amount of interest due, if such Interest Payment Date is not a Banking Day.

The cut-off date in determining the existing Noteholders entitled to receive interest or principal amount due shall be two (2) Banking Days immediately prior to the relevant Interest Payment Date, or such other date duly notified by the Issuer (the "Record Date"), which shall be the reckoning day in determining the Noteholders entitled to receive interest, principal, or any other amount due under the Notes. No transfers of the Notes may be made during this period intervening between and commencing on the Record Date and the relevant Interest Payment Date.

b. Interest Accrual

Each Note shall accrue and bear interest from the Issue Date up to and including the relevant Maturity Date or any date of early redemption, unless, upon due presentation, payment of the principal in respect of the Note then outstanding is not made, is improperly withheld or refused, in which case the Penalty Interest shall apply.

c. Determination of Interest Amount

The interest shall be calculated on the basis of a three hundred sixty (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.

5. Redemption and Purchase

a. Final Redemption

Unless otherwise earlier redeemed or previously purchased and cancelled, the Notes shall be redeemed at par or 100% of face value on Maturity Date, plus any outstanding interest, on the Maturity Date or on 30 June 2031. However, if the Maturity Date is not a Banking Day, payment of all amounts due on such date will be made by CPGI through the Paying Agent, without adjustment with respect to the amount of interest payable and principal, on the succeeding Banking Day.

b. Redemption for Taxation Reasons

If payments under the Notes 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 in whole, but not in part, any or both series of the Notes 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. Optional Redemption

Prior to the Maturity Date of the Notes, the Issuer shall have the right, but not the obligation, to redeem in whole, but not in part, the outstanding Notes on any of the Interest Payment Dates indicated below (the "**Call Option Dates**"), at the applicable call option price (the "**Call Option Price**"), plus accrued and unpaid interest thereon up to, but excluding, the relevant Call Option Date::

| SERIES A NOTES | |
|--|--------------------------|
| Call Option Dates | Call Option Price |
| 12 th to 15 th Interest Payment Date | 101.00% |
| 16 th to 19 th Interest Payment Date | 100.50% |

The amount payable to the Noteholders in respect of any such redemption shall be calculated as the sum of (i) the Call Option Price applied to the principal amount of the then outstanding Notes being redeemed and (ii) all accrued interest on such series of Notes as of the Call Option Date.

Should the Issuer elect to exercise a Call Option, it shall do so by delivery of an original and three (3) copies of a notice of such exercise to the Trustee, submitted during business hours on a date no earlier than sixty (60) days and no later than thirty (30) days prior to the relevant Call Option Date. Once executed, completed, and delivered to the Trustee, a Call Option notice is irrevocable.

Upon receipt of a Call Option notice fully complying with the terms and conditions, the Trustee shall transmit the same notice to the Noteholders.

Notwithstanding anything to the contrary, in the event the Issuer has notified the Trustee that it will exercise the Call Option, any interest payment due on the Interest Payment Date immediately preceding the Call Option Date shall be paid on such Call Option Date.

d. Purchase and Cancellation

The Issuer may purchase the Notes 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 Noteholders. Notes so purchased shall be redeemed and cancelled and may not be re-issued.

e. Change in Law or Circumstance

CPGI may redeem the Notes 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 Noteholders under the Trust Indenture Agreement and the Notes:

- 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 Agreement or the Notes 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 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 CPGI to give effect to its rights or obligations hereunder, or to enforce any provisions of the Trust Indenture 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 Indenture Agreement 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 Condition 5(e), 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 Notes 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.

6. Payments

The principal of, interest on, and all other amounts payable on the Notes shall be paid by CPGI to the Noteholders through the Paying Agent pursuant to the Registry and Paying Agency Agreement. On each Payment Date, on the basis of the payment report submitted by the Paying Agent to CPGI, CPGI shall transfer to the Paying Agent for deposit into the Payment Account such amount as may be required for the purpose of the payments due on the relevant Payment Date. Pursuant to PDTC Rules, the 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 Notes by crediting, net of taxes and fees, the Cash Settlement Account of the Noteholders. The Paying Agent shall generate and send to each Noteholder a credit advice of payments credited to their account. Payment by CPGI to the Paying Agent via deposit into the Payment Account shall discharge CPGI of any and all liability for the relevant payments due under the Notes.

The principal of, and interest on, and all other amounts payable on the Notes shall be payable in Philippine Pesos. CPGI shall ensure that so long as any of the Notes remains outstanding, there shall at all times be a paying agent for purposes of the Notes. In the event the Paying Agent shall be unable or unwilling to continue to act as such, CPGI shall appoint a qualified financial institution in the Philippines authorized to act in its place.

7. Payment of Additional Amounts; Taxation

Under the CMEPA, interest income on the Notes is subject to a uniform rate of 20%, except for non-resident aliens not engaged in trade or business and nonresident foreign corporations, both of whom shall still be subject to a final withholding tax rate of 25%, unless otherwise provided under other 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 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 Notes realized from the sale, exchange or retirement of the said Notes;
- b. The applicable final withholding tax on interest earned on the Notes prescribed under the Tax Code. Interest income on the Notes is subject to a final withholding tax at a rate of 20% or 25%, depending on the tax status of the relevant Noteholder and subject to its claim of tax exemption or preferential withholding tax rates under relevant law, regulation, or tax treaty. A Noteholder 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 its exemption or preferential rate as required under BIR RMC No. 8-2014 including any clarification, supplement or amendment thereto, and certified by the Corporate Secretary of the Noteholder that: (a) the original is in the possession of the Corporate Secretary as the duly authorized custodian of the same; and (b) the Corporate Secretary has personal knowledge based on his official functions of any amendment, revocation, expiration, change or any circumstance affecting the said certification's validity. Should the submitted tax exemption certificate, ruling or opinion expire during the Offer Period, the Noteholder must submit an updated/revalidated tax exemption certificate;
 - (ii) with respect to tax treaty relief, (a) prior to the payment of the initial interest due, as well as any subsequent interests due, if a COE has not been issued by the BIR confirming the Noteholder's entitlement to preferential treaty rate, (i) three (3) originals of the duly executed and apostilled/consularized BIR Form 0901-I (Interest Income) or Application Form for Treaty Purposes filed by the Noteholder or, if the Noteholder is a fiscally transparent entity, each of the Noteholder's owners or beneficiaries with the proof of receipt by the concerned office of the BIR, as required under BIR RMO No. 14-2021, (ii) one (1) original of the apostilled/consularized Tax Residency Certificate duly issued by the respective foreign tax authority of the country of residence of the Noteholder or, if the Noteholder is a fiscally transparent entity, the country of residence of each of the Noteholder's owners or beneficiaries, in the form acceptable for recognition under Philippine law, (iii) the relevant provision of the 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, consularized or apostilled (as the case may be), if executed outside of the Philippines, Special Power of Attorney executed by the Noteholder or the Noteholder'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 Noteholder or the Noteholder's owners or beneficiaries is/are not doing business in the Philippines to support the applicability of a tax treaty relief; (b) prior to the payment of subsequent interests due, (i) if a COE has been issued by the BIR confirming the Noteholder's entitlement to preferential treaty rate, and provided none of the requisites mentioned in the COE for continuous enjoyment of the treaty benefit is absent, (i) a copy of the COE, and (ii) one (1) original of the apostilled/consularized Tax Residency Certificate duly issued by the respective foreign tax authority of the country of residence of the Noteholder or, if the Noteholder is a fiscally transparent entity, the country of residence of each of the Noteholder's owners or beneficiaries, in the form acceptable for recognition

under Philippine law, if the validity period of the previously issued tax residency certificate has already lapsed; and (c) other additional documents as may be required by the Issuer or pursuant to applicable tax regulations, which shall be submitted by the Noteholder/Registrar to the Issuer no later than the 1st day of the month when such initial or subsequent interest payment/s shall fall due and, if applicable, including any clarification, supplement or amendment thereto;

- (iii) a duly notarized undertaking executed by (1) the Corporate Secretary or any authorized representative of such applicant or Noteholder, who has personal knowledge of the exemption based on his official functions, if the applicant purchases, or the Noteholder holds, the Notes for its account, or (2) the Trust Officer, if the applicant is a universal bank authorized under Philippine law to perform trust and fiduciary functions and purchase the Notes pursuant to its management of tax-exempt entities (i.e. Employee Retirement Fund, etc.), declaring and warranting such entities' tax-exempt status or preferential rate entitlement, undertaking to immediately notify the Issuer, the Registrar, and the Paying Agent of any suspension or revocation of the tax exemption certificate, ruling or opinion issued by the BIR, executed using the prescribed form, with a declaration and warranty of its tax-exempt status or entitlement to a preferential tax rate, and agreeing to indemnify and hold the Issuer, the Registrar, the Paying Agent, the Sole Arranger and Bookrunner, and the selling agents, if any, free and harmless against any claims, actions, suits, and liabilities resulting from the non-withholding or reduced withholding of the required tax; and
 - (iv) such other documentary requirements as may be reasonably required by the Issuer, the Registrar, or the Paying Agent, or as may be required under the applicable regulations of the relevant taxing or other authorities, e.g. BIR RMO No. 14-2021, which for purposes of claiming tax treaty withholding rate benefits, shall include, among others, evidence of the applicability of a tax treaty and consularized or apostilled (as the case may be) proof of the Noteholder's legal domicile in the relevant treaty state, and confirmation acceptable to the Issuer that the Noteholder is not doing business in the Philippines; provided, that the Issuer shall have the exclusive discretion to decide whether the documents submitted are sufficient for purposes of applying the exemption or the reduced rate being claimed by the Noteholder on the interest payments to such Noteholder; provided further, that all sums payable by the Issuer to tax-exempt entities shall be paid in full without deductions for taxes, duties, assessments, or government charges subject to the submission by the Noteholder claiming the benefit of any exemption of the required documents and of additional reasonable evidence of such tax-exempt status to the Registrar;
- c. Gross Receipts Tax under Sections 121 and 122 of the Tax Code;
 - d. Taxes on the overall income of any securities dealer or Noteholder, whether or not subject to withholding; and
 - e. VAT under Sections 106 to 108 of the Tax Code, and as amended by Republic Act No. 9337.

Documentary stamp tax for the primary issue of the Notes and the execution of the Note Documents, if any, shall be for the Issuer's account.

The BIR's tax treatment of the Notes may vary from the tax treatment described in this Information Memorandum. Any adverse tax consequences upon the Noteholder arising from any variance in tax treatment shall be for such Noteholder's sole risk and account.

8. Financial Covenants

Until redemption or payment in full of the aggregate outstanding principal amount of the Notes, the Issuer hereby covenants and agrees that, unless the Majority Noteholders, shall otherwise consent in writing, it shall maintain:

- a. Current Ratio of at least 1.5x
- b. Maximum total Debt-to-Equity ratio of 2.0x
- c. Debt Service Coverage Ratio of not less than 1.2x

For purposes of computing the above ratios, the following shall have the following meanings:

“Current Ratio” means current assets over current liabilities.

“Debt-to-Equity Ratio” means total debt over stockholders’ equity, wherein total debt shall be comprised of current portion of the bank loans, plus bank loans (net of current portion), plus long-term loans and notes, plus Bonds.

“Debt Service Coverage Ratio” means the (a) sum of the Company’s Cash balance, plus the Company’s Debt Service for the last twelve (12) months, divided by (b) the Company’s Debt Service for the last twelve (12) months; provided, however, that Debt Service payments made for the period pertaining to refinancing activities and rediscounting of receivables transactions sold on a with-recourse basis shall be excluded in the Debt Service calculation.

“Debt Service” means debt principal amortizations, interest payments, financing fees and charges during such period.

9. Negative Pledge

Until redemption or payment in full of the aggregate outstanding principal amount of the Notes, CPGI shall not, without the prior written consent of the Majority Noteholders, directly or indirectly, incur or suffer to exist any Lien upon any of its assets and revenues, present and future, or enter into any loan facility agreement secured by or to be secured by a Lien upon any of its assets and revenues, present and future, unless it has made or will make effective provisions, satisfactory to the Majority Noteholders, in the Noteholders’ absolute discretion, whereby the Lien thereby created will secure, equally and ratably, any and all the obligations of CPGI hereunder and such other Debt which such Lien purports to secure; that the foregoing restriction shall not apply to the following (each a **“Permitted Lien”** and together, the **“Permitted Liens”**):

- a. Liens that are in existence on or prior to the Issue Date;
- b. Liens arising by operation of law (including, for the avoidance of doubt, any preference or priority under Article 2244, paragraph 14(a) of the Civil Code of the Philippines existing prior to the date of the Trust Indenture Agreement) on any property or asset of CPGI, including, without limitation, amounts owing to a landlord, carrier, warehouseman, mechanic, or materialman, or other similar liens arising in the ordinary course of business or arising out of pledges or deposits under workers’ compensation laws, unemployment, insurance, and other social security laws;
- c. Liens incurred or deposits made in the ordinary course of business to secure (or obtain letters of credit that secure) the performance of tenders, statutory obligations or regulatory requirements, performance or return of money bonds, surety or appeal

bonds, bonds for release of attachment, stay of execution or injunction, bids, leases, government contracts and similar obligations, and deposits for the payment of rent;

- d. Liens 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 CPGI has established adequate reserves on its books in accordance with PAS/PFRS;
- e. Liens arising from leases or subleases granted to others, easements, building and zoning restrictions, rights-of-way, and similar charges or encumbrances on real property imposed by applicable law or arising in the ordinary course of business that are not incurred in connection with the incurrence of a Debt and that do not materially detract from the value of the affected property or materially interfere with the ordinary conduct of business of CPGI;
- f. Liens incidental to the normal conduct of the business of CPGI or ownership of its properties and which are not incurred in connection with the incurrence of a Debt and which do not impair the use of such property in the operation of the business of CPGI or the value of such property for the purpose of such business;
- g. Liens upon tangible personal property (by purchase or otherwise) granted by CPGI to (i) the vendor, supplier, any of their affiliates or lessor of such property, or (ii) other lenders arranged to secure Debt representing the costs of such property, or incurred to refinance the same principal amount of such purchase money debt outstanding at the time of the refinancing, and not secured by any other asset other than such property;
- h. Liens arising from financial lease, hire purchase, conditional sale arrangements, or other agreements for the acquisition of assets on deferred payment terms to the extent relating only to the assets which are subject of those arrangements, subject to such financial leases, hire purchase, conditional sale agreements or other agreements for the acquisition of such assets on deferred payment terms;
- i. Liens arising over any asset purchased, leased, or developed in the ordinary course of business, to secure: (i) the payment of the purchase price or cost of leasehold rights of such asset; (ii) the payment of the cost and expenses for the development of such asset pursuant to any development made or being made by CPGI in the ordinary course of business; (iii) the payment of any indebtedness in respect of borrowed money (including extensions and renewals thereof and replacements therefor) incurred for the purpose of financing the purchase, lease or development of such asset; or (iv) the rediscounting of receivables or securitization of assets of CPGI;
- j. Liens created on any property or assets of CPGI (including such equity interests) acquired, leased or developed after the Issue Date; provided however, that (a) any such lien shall be confined to the property or assets of CPGI (including such equity interests) acquired, leased or developed; (b) the principal amount of the debt encumbered by such Lien shall not exceed the cost of the acquisition or development of such property or assets or any improvements thereto and thereon; and (c) any such lien shall be created concurrently within one (1) year following the acquisition, lease, or development of such property or assets;
- k. Liens 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;

- l. Rights of set-off arising in the ordinary course of business between CPGI and its suppliers, clients or customers;
- m. Netting or set-off arrangement entered into by CPGI in the ordinary course of business of its banking arrangements for the purpose of netting debt and credit balances;
- n. Title transfer or retention of title arrangement entered into by CPGI in the ordinary course of business;
- o. Liens created in substitution for any Lien otherwise permitted provided such Lien is over the same asset and the principal amount so secured following the substitution does not exceed the principal amount secured on such asset immediately prior to such substitution;
- p. Liens securing Financial Indebtedness under hedging transactions entered into in the ordinary course of business and designed solely to protect CPGI or any of its Subsidiaries from fluctuations in interest rates or currencies or commodities and not for speculation;
- q. Liens in favor of banks, insurance companies, other financial institutions and Philippine government agencies, departments, authorities, corporations, or other judicial entities, which secure a preferential financing obtained by CPGI (or any of its Subsidiaries) under a governmental program under which creation of a security is a prerequisite to obtain such financing, and which cover assets of CPGI which have an aggregate appraised value, determined in accordance with generally accepted appraisal principles and practices consistently applied not exceeding ₱3,500,000,000.00;
- r. Liens pursuant to additional future Financial Indebtedness incurred by CPGI's Subsidiaries, subject to CPGI's compliance with the Financial Covenants in Section 4.1(d) of the Trust Indenture Agreement;
- s. Additional Financial Indebtedness, whether secured or unsecured, of CPGI, subject to CPGI's compliance with the Financial Covenants in Section 4.1(d) of the Trust Indenture Agreement;
- t. Liens for any refinancing, renewal, or extension of any financial obligation described in the foregoing clauses on Permitted Liens, provided that such Liens shall be limited to the original property or assets of CPGI (including equity interests) securing such financial obligation; and
- u. Liens created with the prior written consent of the Majority Noteholders.

10. Events of Default

10.1 CPGI shall be considered in default under the Notes and the Trust Indenture Agreement in case any of the following events (each an "**Event of Default**") shall occur and is continuing:

- a. Payment Default

CPGI fails to pay any of the principal, interest and fees or any other sum payable by CPGI under the Notes, as and when due and payable at the place and in the currency in which it is expressed to be payable, unless such failure arises solely as a result of technical error and payment is made within three (3) Banking Days after the date such payment is due.

b. Representation Default

Any representation or warranty made or repeated by CPGI in any of the Note Documents is untrue, incorrect, or misleading in any material respect when made or deemed to have been made or repeated, and the same is not cured (if capable of being cured) within a period of thirty (30) calendar days (or such longer period as the Majority Noteholders shall approve) after written notice of such failure given by the Trustee is received by CPGI.

c. Other Provisions Default

CPGI fails to perform or comply with any provision, term, condition, obligation or covenant found in this Trust Indenture, the Master Certificate of Indebtedness, the Terms and Conditions, the Information Memorandum, including amendments thereto or any document, certificate or writing contemplated thereby and such failure is not remediable or, if remediable, is not remedied within the applicable grace period or, in the absence of such grace period, within a period of thirty (30) calendar days after written notice of such failure given by the Trustee is received by CPGI.

d. Cross Default

CPGI violates any material term or condition of any contract executed by CPGI with any bank, financial institution, or other person, corporation, or entity for borrowed money which constitutes an event of default under said contract, or in general, violates any law or regulation, which violation, if remediable, is not remedied by CPGI within ten (10) Banking Days from receipt of notice by the Trustee to CPGI, or which violation is otherwise not contested by CPGI, and the effect of such violation results in the acceleration or declaration of the whole financial obligation to be due and payable prior to the stated normal date of maturity; and which violation shall in the reasonable opinion of the Trustee, acting for the Majority Noteholders, adversely and materially affect the performance by CPGI of its obligations under the Trust Indenture Agreement and the Notes; provided, however, that, no event of default shall occur under this paragraph unless the aggregate amount of indebtedness in respect of which one or more of the events above mentioned has/have occurred equals or exceeds ₱500,000,000.00.

e. Inability to Pay Debts; Bankruptcy Default

CPGI becomes insolvent or unable to pay its Debts when due or commits or suffers any act of bankruptcy, which term shall include: (i) the filing of a petition, by or against CPGI, in any bankruptcy, insolvency, administration, suspension of payment, rehabilitation, reorganization (other than a labor or management reorganization), winding-up, dissolution, moratorium, or liquidation proceeding of CPGI, or any other proceeding analogous in purpose and effect, unless for such petition filed against CPGI, it is contested in good faith by CPGI in appropriate proceedings or otherwise dismissed by the relevant court within sixty (60) calendar days from the filing of such petition; (ii) the making of a general assignment by CPGI for the benefit of its creditors; (iii) the admission in writing by CPGI, through its President, Chief Executive Officer, Chief Operating Officer or Chief Finance Officer, of its general inability to pay its Debts; (iv) the entry of any order of judgment of any competent court, tribunal or administrative agency or body confirming the bankruptcy or insolvency of CPGI or approving any reorganization, winding-up, or liquidation of CPGI; (v) the lawful appointment of a receiver or trustee to take possession of a substantial portion of the properties of CPGI; or (vi) the taking of any corporate action by CPGI to authorize any of the foregoing.

f. Expropriation

Any act or deed or judicial or administrative proceedings in the nature of an expropriation, confiscation, nationalization, acquisition, seizure, sequestration, or condemnation of or with respect to all or a material part of the business and operations of CPGI, or all or substantially all of the property or assets of CPGI, shall be undertaken or instituted by any Governmental Authority.

g. Judgment Default

A final and executory judgment, decree or order for the payment of money, damages, fine, or penalty in excess of ₱500,000,000.00 or its equivalent in any other currency is entered against CPGI and (i) CPGI has failed to demonstrate to the reasonable satisfaction of the Majority Noteholders within thirty (30) calendar days of the judgment, decree, or order being entered that it is reasonably certain that the judgment, decree, or order will be satisfied, discharged, or stayed within thirty (30) calendar days of the judgment, decree, or order being entered, or (ii) the said final judgment, decree or order is not paid, discharged, stayed or fully bonded within thirty (30) calendar days after the date when payment of such judgment, decree or order is due.

h. Attachment

An attachment or garnishment of or levy upon any of the properties of CPGI is made which materially and adversely affects the ability of CPGI to pay its obligations under the Notes and is not discharged or stayed within thirty (30) calendar days (or such longer period as CPGI satisfies the Majority Noteholders is appropriate under the circumstances) of having been so imposed.

i. Contest

CPGI (acting through its Board of Directors, President, Chief Executive Officer, Chief Operating Officer, or Chief Finance Officer) shall contest in writing the validity or enforceability of the Notes or shall deny in writing the general liability of CPGI under the Notes.

10.2. CPGI shall promptly deliver to the Trustee written notice of any Event of Default upon CPGI becoming aware of such Event of Default. The Trustee shall notify the Noteholders of the receipt of any such certificate or notice.

10.3. The Trustee may call for and rely on a resolution of the Majority Noteholders to determine whether an Event of Default is capable or incapable of remedy and/or an event may adversely and materially affect the performance by CPGI of its obligations under the Trust Indenture Agreement and the Notes.

11. Consequences of Default

If any one or more of the Events of Default shall have occurred and be continuing, the Trustee upon the written direction of the Majority Noteholders and by notice in writing delivered to CPGI, or the Majority Noteholders, by notice in writing delivered to CPGI and the Trustee, may declare all amounts due, including the principal of the Notes, all accrued interest and other charges thereon, if any, to be immediately due and payable, and upon such declaration the same shall be immediately due and payable, anything contained in the Trust Indenture Agreement or in the Notes to the contrary notwithstanding.

This provision, however, is subject to the condition that except in the case of Conditions 10.1(e), (f), (g), and (h), the Majority Noteholders, by written notice to the Issuer and the Trustee may, during the prescribed curing period, if any, rescind and annul such declaration and its consequences upon such terms, conditions and agreement, if any, as they may

determine; provided that, no such rescission and annulment shall extend to or shall affect any subsequent default or shall impair any right consequent thereon.

At any time after any Event of Default shall have occurred, the Trustee may:

- a. By notice in writing to CPGI and the Registrar and Paying Agent (through the Issuer), require the Registrar and Paying Agent to deliver all evidence of the Notes and all sums, documents and records held by them in respect of the Notes to the Trustee or as the Trustee shall direct in such notice; provided that, such notice shall be deemed not to apply to any document or record which the Registrar and Paying Agent is not obliged to release by any law or regulation; or
- b. By notice in writing to CPGI, require CPGI to make all subsequent payments in respect of the Notes to the order of the Trustee and with effect from the issuance of any such notice until such notice is withdrawn, provision (a) above (if notice pursuant to provision (a) above was previously given by the Trustee) and CPGI's positive covenant to pay principal and interest, net of applicable withholding taxes, on the Notes, more particularly set forth in the Trust Indenture Agreement, shall cease to have effect.

In case any amount payable by CPGI under the Notes, whether for principal, interest or otherwise, is not paid on due date, CPGI shall, without prejudice to its obligations to pay the said principal, interest, net of withholding taxes, and other amounts, pay Penalty Interest on the defaulted amount(s) from the time the amount falls due until it is fully paid.

12. Notice of Default

The Trustee shall, within ten (10) calendar days after receipt of notice of or actual knowledge of the occurrence of any Event of Default, give to the Noteholders written notice of such default known to it, unless the same shall have been cured before the giving of such notice; provided that, in the case of payment default under Condition 10.1(a) above, the Trustee shall immediately notify the Noteholders upon the Trustee's receipt of notice or actual knowledge of the occurrence of such payment default. The existence of a written notice required to be given to the Noteholders hereunder shall be published in a newspaper of general circulation in the Philippines for two (2) consecutive days, further indicating in the published notice that the Noteholders or their duly authorized representatives may obtain an important notice regarding the Notes at the principal office of the Trustee upon presentment of sufficient and acceptable identification.

13. Penalty Interest

In case any amount payable by the Issuer under the Notes, whether for principal, interest, fees due to the Trustee or the Registrar and Paying Agent or otherwise, is not paid on due date, the Issuer shall, without prejudice to its obligations to pay the said principal, interest and other amounts, pay penalty interest on the defaulted amount(s) at the rate that is 12% per annum based on a three hundred sixty (360)-day year over and above the Interest Rate (the "**Penalty Interest**") from the time the amount falls due until it is fully paid.

14. Payment During Default

CPGI hereby covenants that in case any Event of Default shall occur and be duly declared in accordance with the Trust Indenture Agreement, then, in any such case, CPGI will pay to the Noteholders, through the Registrar and Paying Agent, the whole amount which shall then have become due and payable on all such outstanding Notes with interest at the rate borne by the Notes on the overdue principal, net of applicable withholding taxes, and with Penalty Interest, and in addition thereto, CPGI will pay to the Trustee the actual amounts to cover the cost and

expenses of collection, including reasonable compensation to the Trustee, its agents, attorneys and counsel, and any reasonable expenses or liabilities incurred without gross negligence or bad faith by the Trustee hereunder.

15. Application of Payments

Any money collected or delivered to the Registrar and Paying Agent, under these Terms and Conditions, and any other funds held by it, subject to any other provision of the Trust Indenture Agreement and the Registry and Paying Agency Agreement relating to the disposition of such money and funds, shall be applied by the Registrar and Paying Agent in the order of preference as follows: first, to the payment to the Trustee and the Registrar and Paying Agent, of the costs, expenses, fees, and other charges of collection, including reasonable compensation to them, their agents, attorneys, and counsel, and all reasonable expenses and liabilities incurred or disbursements made by them, without gross negligence or bad faith; second, to the payment of the interest in default, net of applicable withholding taxes, in the order of the maturity of such interest with Penalty Interest; third, to the payment of the whole amount then due and unpaid upon the Notes for principal and interest, with Penalty Interest; and fourth, the remainder, if any shall be paid to CPGI, its successors or assigns, or to whoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct. The Registrar and Paying Agent shall render a monthly account of such funds under its control.

16. Prescription

Claims with respect to principal and interest or other sums payable hereunder shall prescribe unless made within ten (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.

17. Remedies

All remedies conferred by the Trust Indenture Agreement to the Trustee and the Noteholders shall be cumulative and not exclusive and shall not be so construed as to deprive the Trustee or the Noteholders of any legal remedy by judicial or extra judicial proceedings appropriate to enforce the conditions and covenants of the Trust Indenture Agreement, subject to the Noteholders' ability to file suit as provided for in Condition 18 below.

No delay or omission by the Trustee or the Noteholders 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 Indenture Agreement to the Trustee or the Noteholders may be exercised from time to time and as often as may be necessary or expedient.

18. Ability to File Suit

No Noteholder shall have any right by virtue of or by availing of any provision of the Trust Indenture Agreement to institute any suit, action or proceeding for the collection of any sum due from CPGI hereunder on account of principal, interest, net of applicable withholding taxes, and other charges, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless the following conditions are all present: (i) such Noteholder 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 Noteholders to take up matters related to their rights and interests under the Notes; (ii) the Majority Noteholders shall have decided and made the written request upon the Trustee to institute such action, suit or proceeding in its own name; (iii) the Trustee for sixty (60) calendar days after the receipt of such notice and request shall have neglected or refused to institute any such action, suit or proceeding; and (iv) no directions inconsistent with such written request shall have been given

under a waiver of default by the Noteholders, it being understood and intended, and being expressly covenanted by every Noteholder with every other Noteholder and the Trustee, that no one or more Noteholders shall have any right in any manner whatever by virtue of or by availing of any provision of the Trust Indenture Agreement to affect, disturb or prejudice the rights of the holders of any other such Notes or to obtain or seek to obtain priority over or preference to any other such holder or to enforce any right under the Trust Indenture Agreement, except in the manner herein provided and for the equal, ratable and common benefit of all the Noteholders.

19. Waiver or Revocation of Default by the Noteholders

The Majority Noteholders may 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 may on behalf of the Noteholders waive any past Default except the events of default defined as payment default, representation default, cross default, or inability to pay debts or bankruptcy default, and its consequences.

In case of any such waiver or revocation, CPGI, the Trustee and the Noteholders shall be restored to their former positions and rights hereunder; but no such waiver or revocation shall extend to any subsequent or other Default or impair any right arising therefrom. Any such waiver or revocation by the Majority Noteholders shall be conclusive and binding upon all Noteholders 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 Notes.

The Trustee shall, within five (5) Banking Days after receipt of the written waiver from the Majority Noteholders of any Event of Default or revocation of any default previously declared, give to the Noteholders written notice of such waiver, or revocation known to it via publication in a newspaper of general circulation in the Philippines for two (2) consecutive days as soon as practicable, indicating in the published notice that an Event of Default has occurred and has been waived or a declaration of a default has been revoked by the Majority Noteholders.

20. Trustee; Notices

a. To the Trustee

All notices, statements and requests to be made pursuant to the Trust Indenture and this Information Memorandum shall be in writing and shall be deemed to have been duly given only if delivered personally, mailed (first class postage prepaid) or emailed to the Parties at the following addresses or email addresses and addressed to the individuals named below:

To the Trustee:

Attention: Jericho D. Lagustan / Jenny Lind M. De Dios
Designation: Assistant Vice President / Deputy Senior Manager
Subject: CPGI Series A Notes due 2031
Address: China Banking Corporation through its Trust and Asset Management Group, 8/F Chinabank Building, 8745 Paseo de Roxas corner Villar Street, Makati City
Telephone: (632) 8885-5888 loc. 6006 / (632) 8885-5865
Email: jdlagustan@chinabank.ph / jlmdedios@chinabank.ph

All notices (except notices sent by email) shall be deemed received on the date of receipt thereof by the addressee. If sent by email, such notice shall be deemed received on the date of transmission from the email server of the sender, provided that no delivery failure of bounce-

back notification is received). All documents and correspondence not sent to the above-mentioned address shall be considered as not to have been sent at all.

b. To the Noteholders

Notices to Noteholders shall be sent to their mailing address as set forth in the Electronic Registry of Noteholders when required to be made through registered mail, surface mail, email, in case the Noteholder has provided his email address to the Trustee in the Application to Purchase the Notes or in writing to the Trustee with instruction to send notices by email, or personal delivery. Except where a specific mode of notification is provided for herein, notices to Noteholders shall be sufficient when made in writing and transmitted in any one of the following modes: (i) registered mail; (ii) surface mail; (iii) by one-time publication in a newspaper of general circulation in the Philippines; (iv) personal delivery to the address of record in the Electronic Registry of Noteholders; (v) email; or (vi) disclosure through the Online Disclosure System of the PDEX. The Trustee shall rely on the Electronic Registry of Noteholders in determining the Noteholders entitled to notice. All notices shall be deemed to have been received (i) 10 calendar days from posting if transmitted by registered mail; (ii) 15 calendar days from mailing, if transmitted by surface mail; (iii) on date of publication; (iv) on date of delivery, by personal delivery. If sent via registered mail, surface mail, courier or personal delivery, the Trustee shall send such notice to the Noteholders to their mailing address as set forth in the Electronic Registry of Noteholders; (v) if sent by email, on date of transmission from the email server of the Trustee, provided that no delivery failure of bounce-back notification is received; and (vi) on the date that the disclosure is uploaded on the website of the PDEX, respectively.

A notice to the Trustee shall be deemed as a notice to the Noteholders. 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 CPGI to the SEC or the PDEX on a matter relating to the Notes shall be deemed a notice to the Noteholders of said matter on the date of the first publication.

c. Binding and Conclusive Nature

Except as provided in the Trust Indenture Agreement, all notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained by the Trustee for the purposes of the provisions of the Trust Indenture Agreement, will (in the absence of willful default, bad faith or manifest error) be binding on CPGI and all Noteholders, and (in the absence as referred to above) no liability to CPGI, the Registrar and Paying Agent or the Noteholders shall attach to the Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions under the Trust Indenture Agreement.

21. The Trustee

a. Duties and Responsibilities

- i. The Trustee is hereby appointed as trustee for and on behalf of the Noteholders and accordingly shall perform such duties and shall have such responsibilities as expressly provided in herein.
- ii. The Trustee shall, in accordance with these Terms and Conditions, monitor the compliance or non-compliance by CPGI with all its representations and warranties, and CPGI's observance of all its covenants and performance of all its obligations, under and pursuant to the Note Documents.
- iii. The Trustee shall, prior to the occurrence of an Event of Default or after the curing

of all such Events of Default, which may have occurred, perform only such duties as are specifically set forth in the Trust Indenture Agreement and these Terms and Conditions.

- iv. The Trustee, in the performance of its duties, shall exercise such rights and powers vested in it by the Trust Indenture Agreement, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs under similar circumstances.
- v. The Trustee shall observe due diligence in the performance of its duties and obligations under the Trust Indenture Agreement. For the avoidance of doubt, notwithstanding any actions that the Trustee may take, the Trustee shall remain to be the party responsible to the Noteholders, and to whom the Noteholders shall communicate with in respect to any matters that must be taken up with the Issuer.

b. Liability of the Trustee

No provision of the Trust Indenture Agreement shall be construed to relieve the Trustee from liability for its own grossly negligent action, its own gross negligent failure to act or its willful misconduct, provided that:

- i. Prior to the occurrence of an Event of Default or after the curing or the waiver of all defaults which may have occurred, in the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely upon, as to the truth of the statements and the correctness of the opinion expressed in, any certificate or opinion furnished to the Trustee conforming to the requirements of the Trust Indenture Agreement. The Trustee may presume that no Event of Default has occurred until a responsible officer of the Trustee has received notice or has actual knowledge thereof;
- ii. The Trustee shall not be liable for any error of judgment made in good faith by its responsible officer or officers, unless it shall be proven that the Trustee was grossly negligent in ascertaining the pertinent facts;
- iii. The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Majority Noteholders relating to 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 under the Trust Indenture Agreement; and
- iv. The Trustee shall not be liable other than the performance of such duties as are specifically set forth in the Trust Indenture Agreement.

None of the provisions contained in the Trust Indenture Agreement shall require the Trustee 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.

c. Ability to Consult Counsel

- i. The Trustee may consult with reputable counsel in connection with the duties to be performed by the Trustee under the Trust Indenture Agreement and any opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or omitted to be taken by the Trustee hereunder in good faith and in accordance with such opinion; provided that, prior to taking or not taking such action for which opinion of counsel is sought, the Trustee shall inform CPGI of the relevant opinion of counsel; provided further that, the Trustee shall not be bound

by the foregoing condition to inform CPGI of counsel's opinion if the opinion of counsel which is being sought by the Trustee pertains to, or involves actions to be undertaken due to, an Event of Default or issues pertaining thereto.

- ii. Notwithstanding any provision of the Trust Indenture Agreement authorizing the Trustee conclusively to rely upon any certificate or opinion, the Trustee may, before taking or refraining from taking any action in reliance thereon, require further evidence or make any further investigation as to the facts or matters stated therein which it may in good faith deem reasonable in the circumstances; and the Trustee shall require such further evidence or make such further investigation as may reasonably be requested in writing by the Majority Noteholders.

d. The Trustee as Owner of the Notes

The Trustee, in its individual or any other capacity, may become a holder of the Notes with the same rights it would have if it were not the Trustee and the Trustee shall otherwise deal with CPGI in the same manner and to the same extent as though it were not the Trustee hereunder; provided, that such ownership shall not be considered a conflict of interest requiring resignation or change of the Trustee under Condition 21(e)(i).

e. Resignation and Change of Trustee

- i. The Trustee may at any time resign by giving ninety (90) calendar days' prior written notice to CPGI and to the Noteholders of such resignation.
- ii. Upon receiving such notice of resignation of the Trustee, CPGI shall immediately appoint a successor trustee by written instrument in duplicate, executed by its authorized officers, one copy of which instrument shall be delivered to the resigning Trustee and one copy to the successor trustee. If no successor trustee shall have been so appointed and have accepted such appointment within thirty (30) calendar days after the resigning Trustee has served its notice of resignation on CPGI, the resigning Trustee, may petition the court of competent jurisdiction for the appointment of a successor, or any Noteholder who has been a bona fide holder for at least six (6) months (the "**Eligible Noteholder**") may, for and on behalf of the Noteholders, petition any such court for the appointment of a successor. Such a court may thereupon after notice, if any, as it may deem proper, appoint a successor trustee.
- iii. A successor trustee should possess all the qualifications required under pertinent laws, otherwise, the incumbent trustee shall continue to act as such.
- iv. Upon the acceptance of any appointment as trustee hereunder by a successor trustee, such successor trustee shall thereupon succeed to and become vested with all the rights, powers, privileges, and duties of the resigning Trustee, and the resigning Trustee shall be discharged from its duties and obligations hereunder. The resigning Trustee shall cooperate with the successor trustee and the Noteholders in all reasonable ways to ensure an orderly turnover of its functions and the records in its custody.
- v. In case at any time the Trustee 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 CPGI may within thirty (30) calendar days from such event remove the Trustee concerned, and appoint a

successor trustee, by written instrument in duplicate, executed by its authorized officers, one copy of which instrument shall be delivered to the Trustee so removed and one copy to the successor trustee. If CPGI fails to remove the Trustee concerned and appoint a successor trustee, any Eligible Noteholder shall petition any court of competent jurisdiction for the removal of the Trustee concerned and the appointment of a successor trustee. Such court may thereupon after such notice, if any, as it may deem proper, remove the Trustee and appoint a successor trustee.

- vi. The Majority Noteholders may at any time remove the Trustee for just and reasonable cause and appoint a successor trustee with the consent of CPGI, provided that no consent shall be required if there has been an occurrence of an Event of Default, by the delivery to the Trustee so removed, to the successor trustee and to CPGI, of the required evidence of the action in that regard taken by the Majority Noteholders. Such removal shall take effect thirty (30) days from receipt of such notice by the Trustee.
 - vii. Any resignation or removal of the Trustee and the appointment of a successor trustee pursuant to any of the provisions of the Trust Indenture Agreement shall become effective upon the earlier of: (i) acceptance of appointment by the successor trustee as provided in the Trust Indenture Agreement; or (ii) the effectivity of the resignation notice sent by the Trustee under the Trust Indenture Agreement (the "Resignation Effective Date") provided, however, that after the Resignation Effective Date and, as relevant, until such successor trustee is qualified and appointed (the "Holdover Period"), the resigning Trustee shall discharge duties and responsibilities solely as a custodian of records for turnover to the successor Trustee promptly upon the appointment thereof by CPGI; provided, further, that the resigning Trustee shall be entitled to the payment of the fee stipulated in Section 2.2 of the Trust Indenture Agreement during the Holdover Period.
- f. Successor Trustee
- i. Any successor trustee appointed as provided in Condition 21(e) shall execute, acknowledge and deliver to CPGI and to its predecessor Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the predecessor Trustee shall become effective and such successor trustee, without further act, deed, or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor in the trusteeship with like effect as if originally named as trustee in the Trust Indenture Agreement. The foregoing notwithstanding, on the written request of CPGI or of the successor trustee, the Trustee ceasing to act shall execute and deliver an instrument transferring to such successor trustee, upon the trusteeship herein expressed, all the rights, powers and duties of the Trustee so ceasing to act as such. Upon request of any such successor trustee, CPGI shall execute any and all instruments in writing as may be necessary to fully vest in and confer to such successor trustee all such rights, powers and duties.
 - ii. Upon acceptance of the appointment by a successor trustee, CPGI shall notify the Noteholders in writing of the succession of such trustee to the trusteeship. If CPGI fails to notify the Noteholders within ten (10) calendar days after the acceptance of appointment by the successor trustee, the latter shall cause the Noteholders to be notified at the expense of CPGI.
- g. Merger or Consolidation

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 a party or any corporation succeeding to the business of the Trustee shall be the successor of the Trustee hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that, such successor trustee shall be eligible under the provisions of the Trust Indenture Agreement and the Securities Regulation Code; however, where such successor trustee is not qualified under the pertinent Laws, then the provisions of Condition 21(e)(v) shall apply.

h. Reliance

In the performance of its obligations under the Trust Indenture Agreement, the Trustee is entitled to rely on the records of the Registrar and Paying Agent, but shall exercise the degree of care and skill as a prudent man would exercise or use under the circumstances in the conduct of his own affairs under similar circumstances.

22. Reports to the Noteholders

- a. Only upon the existence of either (i) and (ii) below, the Trustee shall submit to the Noteholders on or before July 30 of each year from the relevant Issue Date until full payment of the Notes, a brief report dated as of December 31 of the immediately preceding year with respect to:
 - i. The property and funds, if any, physically in the possession of the Registrar and Paying Agent held in trust for the Noteholders on the date of such report which shall be based on the report to be given by the Registrar and Paying Agent to the Trustee through the Issuer; and
 - ii. Any action taken by the Trustee in the performance of its duties under the Trust Indenture Agreement which it has not previously reported and which in its opinion materially affects the Notes, except action in respect of a default, notice of which has been or is to be withheld by it.
- b. The Trustee shall likewise submit to the Noteholders a brief report within ninety (90) calendar 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 Noteholders on the property or funds held or collected by the Registrar and Paying Agent with respect to the character, amount and the circumstances surrounding the making of such advance; provided that, such advance remaining unpaid amounts to at least 10% of the aggregate outstanding principal amount of the Notes at such time.

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

- i. Trust Indenture Agreement;
- ii. Registry and Paying Agency Agreement;
- iii. Articles of Incorporation and By-Laws of the CPGI, including any amendments thereto; and
- iv. Information Memorandum of CPGI with respect to the Notes.

23. Meetings of the Noteholders

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

a. Notice of Meetings

The Trustee may at any time call a meeting of the Noteholders, or the holders of at least 25% of the aggregate outstanding principal amount of Notes may direct in writing the Trustee to call a meeting of the Noteholders, to take up any allowed action, to be held at such time and at such place as the Trustee shall determine. Notice of every meeting of the Noteholders, setting forth the time and the place of such meeting and the purpose of such meeting in reasonable detail, shall be sent by the Trustee to CPGI and to each of the registered Noteholders not earlier than thirty (30) calendar days prior to the date fixed for the meeting nor later than fifteen (15) calendar days prior to the date fixed for the meeting. Each of such notices shall be published in a newspaper of general circulation in the Philippines for two (2) consecutive days as provided in the Trust Indenture Agreement. All reasonable costs and expenses incurred by the Trustee for the proper dissemination of the requested meeting shall be reimbursed by the Issuer within ten (10) calendar days from receipt of the duly supported billing statement.

b. Failure of the Trustee to Call a Meeting

In case CPGI or the holders of at least 25% of the aggregate outstanding principal amount of the Notes shall have requested the Trustee to call a meeting of the Noteholders by written request setting forth in reasonable detail the purpose of the meeting, and the Trustee shall not have mailed and published, in accordance with the notice requirements, the notice of such meeting, then CPGI or the Noteholders in the amount above specified may determine the time and place for such meeting and may call such meeting by mailing and publishing notice thereof.

c. Quorum

The Trustee shall determine and record the presence of the Majority Noteholders, personally or by proxy. The presence of the Majority Noteholders shall be necessary to constitute a quorum to do business at any meeting of the Noteholders.

d. Procedure for Meetings

- i. The Trustee shall preside at all the meetings of the Noteholders, unless the meeting shall have been called by CPGI or by the Noteholders, in which case CPGI or the Noteholders calling the meeting, as the case may be, shall in like manner move for the election of the chairman and secretary of the meeting.
- ii. Any meeting of the Noteholders duly called may be adjourned 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 Notes represented at the meeting and entitled to vote, whether or not a quorum shall be present at the meeting.

e. Voting Rights

To be entitled to vote at any meeting of the Noteholders, a person shall be a registered holder of one (1) or more Notes or a person appointed by an instrument in writing as proxy by any such holder as of the date of the said meeting. Noteholders shall be entitled to one (1) vote for every ₱10,000.00 interest. The only persons who shall be entitled to be present or to speak at any meeting of the Noteholders shall be the persons entitled to vote at such meeting and any representatives of CPGI and its legal counsel.

f. Voting Requirement

All matters presented for resolution by the Noteholders in a meeting duly called for the purpose shall be decided or approved by the affirmative vote of the Majority Noteholders present or represented in a meeting at which there is a quorum except as otherwise provided in the Trust Indenture Agreement. Any resolution of the Noteholders which has been duly approved with the required number of votes of the Noteholders as provided in the Trust Indenture Agreement shall be binding upon all the Noteholders and CPGI as if the votes were unanimous.

g. Role of the Trustee in Meetings of the Noteholders

Notwithstanding any other provisions of the Trust Indenture Agreement, the Trustee may make such reasonable regulations as it may deem advisable for any meeting of the Noteholders, in regard to proof of ownership of the Notes, the appointment of proxies by registered holders of the Notes, 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.

24. Amendments

The Issuer and the Trustee may, without notice to or the consent of the Noteholders or other parties, amend or waive any provisions of the Note Documents 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 Noteholders and provided further that all Noteholders are notified of such amendment or waiver.

CPGI and the Trustee may amend these Terms and Conditions or the Notes without notice to every Noteholder but with the prior written consent of the Majority Noteholders (including consents obtained in connection with a tender offer or exchange offer for the Notes). However, without the prior written consent of each Noteholder affected thereby, an amendment may not:

- a. Reduce the amount of Notes that must consent to an amendment or waiver;
- b. Reduce the rate of or extend the time for payment of interest on any of the Notes;
- c. Reduce the principal of or extend the Maturity Date of any of the Notes;
- d. Impair the right of any Noteholder to receive payment of principal of and interest on such Noteholder's Notes on or after the due dates therefore or to institute suit for the enforcement of any payment on or with respect to such Noteholders;
- e. Reduce the amount payable upon the redemption or repurchase of the Notes under the Terms and Conditions or change the time at which the Notes may be redeemed;
- f. Make any Note payable in money other than that stated in the Note;

- g. Subordinate the Notes to any other obligation of CPGI other than the Permitted Lien;
- h. Release any security interest that may have been granted in favor of the Noteholders;
- i. Amend or modify the Payment of Additional Amounts (Condition 7), Taxation (Condition 7), the Events of Default of the Terms and Conditions (Condition 10) or the Waiver of Default by the Noteholders (Condition 19); or
- j. Make any change or waiver of this Condition.

It shall not be necessary for the consent of the Noteholders under this Condition to approve the particular form of any proposed amendment, but it shall be sufficient if such consent approves the substance thereof. After an amendment under this Condition becomes effective, CPGI shall send a notice briefly describing such amendment to the Noteholders in the manner provided under Condition 20 (Trustee; Notices).

25. Evidence Supporting the Action of the Noteholders

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

26. Non-Reliance

Each Noteholder also represents and warrants to the Trustee 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 Issue on the basis of such independent appraisal, and each Noteholder represents and warrants that it shall continue to make its own credit appraisal without reliance on the Trustee. The Noteholders agree to indemnify and hold the Trustee harmless from and against any and all liabilities, damages, penalties, judgments, suits, expenses and other costs of any kind or nature with respect to its obligations under the Trust Indenture Agreement, except for its gross negligence or wilful misconduct.

27. Waiver of Preference or Priority

The obligations of the Issuer to the Noteholders created under the Note Documents and the Notes shall not enjoy any priority of preference or special privileges whatsoever over any other unsecured, and unsubordinated obligations of the Issuer. Accordingly, whatever priorities or preferences that the Note Documents or the Notes may have conferred in favor of the Noteholders or any person deriving a right hereunder by virtue of Article 2244, paragraph (14)(a) of the Civil Code of the Philippines is hereby waived, provided, however, that should any creditor to the Issuer hereinafter 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 Noteholders and the Trustee or equally and ratably extended such preference to the Noteholders, then the waiver given hereunder is automatically withdrawn and deemed not given. For the avoidance of doubt, this waiver and renunciation of the priority or preference under Article 2244, paragraph (14)(a) of

the Civil Code of the Philippines shall not be deemed to have been given by any of the other parties to the Note Documents.

28. Governing Law

The Note Documents are governed by and are construed in accordance with Philippine law. Unless otherwise stipulated in other Note Documents, venue of any and all actions arising from or in connection with the issuance of the Notes shall be brought before the proper courts of Makati City to the exclusion of all other courts.

DOCUMENTS INCORPORATED BY REFERENCE

This Information Memorandum should be read and construed in conjunction with:

- (i) all amendments and/or supplements to this Information Memorandum prepared from time to time by the Issuer;
- (ii) the most recently published audited non-consolidated and (if produced) consolidated annual financial statements and, if published later, the most recently published unaudited interim non-consolidated and (if produced) consolidated financial results of the Issuer, in each case together with any notes to financial statements, management discussion and analysis, audit or review reports prepared in connection therewith (where relevant);
- (iii) latest available marketing documents as publicly disclosed such as but not limited to prospectus and/or offer supplement relating to publicly issued instruments; and
- (iv) disclosures or any material development on the Issuer and/or its business made through the Issuer's website, the Philippine Stock Exchange, or Philippine Dealing & Exchange Corp.

which shall be deemed to be incorporated in, and to form part of, this Information Memorandum and which shall be deemed to modify or supersede the contents of this Information Memorandum to the extent that a statement contained in any such document is inconsistent with such contents.

Any published unaudited interim financial statements of the Issuer which are, from time to time, deemed to be incorporated by reference in this Information Memorandum will not have been audited by the auditors of the Issuer. Accordingly, there can be no assurance that, had an audit been conducted in respect of such financial statements, the information presented therein would not have been materially different, and investors should not place undue reliance upon them.

The Issuer will provide, without charge, to each person to whom a copy of this Information Memorandum has been delivered, upon the request of such person, a copy of any or all of the documents deemed to be incorporated herein by reference unless such documents have been modified or superseded as specified above. Requests for such documents should be directed to the Issuer at its office.