



**6.0671% p.a. Series C: 5-year Sustainability-Linked Bonds due 2030**  
**6.3192% p.a. Series D: 10-year Sustainability-Linked Bonds due 2035**

1 <sup>st</sup> Copy	Registrar
2 <sup>nd</sup> Copy	Underwriter
3 <sup>rd</sup> Copy	Applicant

### APPLICATION TO PURCHASE

This Application to Purchase (an "Application") for the Ayala Land, Inc. ("Ayala Land") ₱10.0 Billion sustainability-linked bonds (the "Base Offer") with an oversubscription option of up to ₱5.0 Billion (the "Oversubscription Option" and together with the Base Offer, the "Offer" or the "Sustainability-Linked Bonds"), in up to two (2) series comprised of 6.0671% p.a. Series C: 5-year Sustainability-Linked Bonds due 2030 and 6.3192% p.a. Series D: 10-year Sustainability-Linked Bonds due 2035, to be issued as the fourth tranche under its existing ₱50.0 Billion Securities Program rendered effective on June 13, 2023 ("2023 Program"), together with all the required attachments, must be prepared and completed in all parts by a person (whether natural or juridical) who seeks to subscribe to the Sustainability-Linked Bonds (the "Applicant"). Any Application submitted by a prospective purchaser must be for a minimum denomination and in integral multiples as indicated in the Offer Supplement dated October 6, 2025 (the "Offer Supplement"). A specific time of day refers to Philippine Standard Time.

Unless otherwise defined, capitalized terms used herein shall have the same meaning as in the Offer Supplement. The Sustainability-Linked Bonds will be issued by Ayala Land and recorded in the electronic Registry of Bondholders maintained by the Philippine Depository & Trust Corp. ("PDTC" or the "Registrar and Paying Agent") and shall be subject to the rules and regulations of the Registrar and Paying Agent and the Terms and Conditions for the Use of the e-Securities Issue Portal, ("E-SIP") as applicable (collectively, the "PDTC Rules"). This Application is irrevocable and, once duly accomplished and submitted, may not be withdrawn by the Applicant. Completed Applications, in triplicate, with all the required attachments and corresponding payments must reach the Joint Lead Underwriters and Bookrunners and selling agents (the "Selling Agents"), if any, appointed for the offer of the Sustainability-Linked Bonds not later than 5:00 p.m. on October 15, 2025, which is the end of the Offer Period, or such earlier date as may be specified by the Joint Lead Underwriters and Bookrunners ("Cut-Off Date"). Acceptance by the Joint Lead Underwriters and Bookrunners and the Selling Agents, if any, of the completed Application shall be subject to the availability of the Sustainability-Linked Bonds. In the event that any check payment is returned by the drawee bank for any reason whatsoever or the nominated bank account to be debited is invalid, the Application shall be automatically cancelled and any prior acceptance of the Application shall be deemed revoked. Applications and payments received after the relevant Cut-Off Date or submitted without the required attachments or payments will be rejected. Any Application improperly or incompletely accomplished may likewise be rejected. Ayala Land and the Joint Lead Underwriters and Bookrunners reserve the right to accept or reject, in whole or in part this Application, and in case of oversubscription, allocate the Sustainability-Linked Bonds available to the applicants in a manner they deem appropriate. The foregoing notwithstanding, the deadline for the submission of the duly completed Applications to the Joint Lead Underwriters and Bookrunners, as well as the Selling Agents, if any, may be moved to an earlier date at the sole and absolute discretion of Ayala Land and the Joint Lead Underwriters and Bookrunners without prior notice.

This Application, once accepted by the Joint Lead Underwriters and Bookrunners and the Selling Agents, if any, shall constitute the duly executed purchase agreement covering the amount of the Sustainability-Linked Bonds so accepted and shall be valid and binding on Ayala Land and the Applicant. Once accepted, an Application may not be unilaterally revoked or cancelled by the Applicant, in full or in part, and the rights and privileges pertaining thereto shall be non-transferable. Should an application be accomplished electronically, as required and in accordance with the PDTC Rules, and as authorized by the Securities and Exchange Commission ("SEC"), such application shall govern and shall constitute as the duly executed purchase agreement so accepted and binding on Ayala Land and the Applicant, whether directly executed by the Applicant or by the Joint Lead Underwriters and Bookrunners or Selling Agents, if any, on behalf of such Applicant.

<b>Name of Applicant: (Last, First, Middle / Business Name)*</b>	<b>Type of Investor:</b> <input type="checkbox"/> Individual <input type="checkbox"/> Corporate / Institutional
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I/We (the "Applicant") hereby apply to purchase the following principal amount of the Sustainability-Linked Bonds (the "Total Purchase Amount"), subject to the PDTC Rules, the Terms and Conditions as such term is defined in the Trust Indenture Agreement, the Prospectus dated June 8, 2023 (the "Prospectus"), the offer supplement dated June 27, 2024 covering the second tranche of the 2023 Program (the "Second Tranche Offer Supplement"), the offer supplement dated October 23, 2024 covering the third tranche of the 2023 Program (the "Third Tranche Offer Supplement") and the Offer Supplement distributed or made available by Ayala Land, the Joint Lead Underwriters and Bookrunners, and the Selling Agents, if any in relation to the offer and sale of the Sustainability-Linked Bonds.

#### SUSTAINABILITY-LINKED BONDS APPLIED FOR AND TOTAL PURCHASE AMOUNT

Amount in Words	Amount in Figures
<input type="checkbox"/> 6.0671% p.a. Series C: 5-year Sustainability-Linked Bonds due 2030	
<input type="checkbox"/> 6.3192% p.a. Series D: 10-year Sustainability-Linked Bonds due 2035	₱ _____

#### Mode of Payment for the Sustainability-Linked Bonds:

**Real Time Gross Settlement**

We have caused the crediting of the Total Purchase Amount (as stated above) in cleared funds, covering full payment for the Sustainability-Linked Bonds covered by this Application to the Joint Lead Underwriter and Bookrunner/Selling Agent named below, for the account of the Issuer.

**Regular Bank Check**

Attached herewith is a check for Total Purchase Amount (as stated above) in cleared funds covering full payment for the Sustainability-Linked Bonds covered by this Application in favor of the Joint Lead Underwriter and Bookrunner/Selling Agent named below, for the account of the Bank. Drawee Bank: [\_\_\_\_\_] Check #: [\_\_\_\_\_]

**Direct Debit**

I/We hereby authorize the debiting of my/our account with the Drawee Bank named below, with the corresponding account number, of Total Purchase Amount (as stated above) in cleared funds, covering full payment for the Sustainability-Linked Bonds covered by this Application in favor of the Joint Lead Underwriter and Bookrunner/Selling Agent named below, for the account of the Bank. Drawee Bank: [\_\_\_\_\_] Account Number: [\_\_\_\_\_]

<b>Permanent Address:*</b>	<b>Present Mailing Address (if different from Permanent Address):*</b>
<b>Telephone Number/s:</b>	<b>E-Mail Address:***</b>
<b>Fax Number/s:</b>	
<b>Primary Contact Person (if other than Applicant):</b>	<b>Relationship of Primary Contact Person to Applicant:</b>

<b>Date of Birth / Incorporation (mm/dd/yyyy):*</b>	<b>Place of Birth / Incorporation:*</b>
<b>Nationality:*</b>	<b>Tax Identification Number:*</b>
<b>Nature of Work or Business/Principal Business of the Corporation:*</b>	<b>Name of Employer/ Business:*</b>
<b>Sources of Income:*</b> <p> <input type="checkbox"/> Salary/consultation fee  <input type="checkbox"/> Company dividends  <input type="checkbox"/> Donations  <input type="checkbox"/> Revenue from sale of product/services rendered  <input type="checkbox"/> Allowance  <input type="checkbox"/> Others: (Please specify) _____         </p>	<b>Tax Status:</b> <p> <input type="checkbox"/> Resident Individual - Taxable  <input type="checkbox"/> Resident Corporate - Taxable  <input type="checkbox"/> Foreign Investor** - Taxable           <ul style="list-style-type: none"> <li><input type="checkbox"/> Resident individual alien</li> <li><input type="checkbox"/> Resident foreign corporation</li> <li><input type="checkbox"/> Non-resident alien not engaged in business in the Philippines</li> <li><input type="checkbox"/> Non-resident foreign corporation</li> </ul> <input type="checkbox"/> Tax Exempt Individual  <input type="checkbox"/> Tax Exempt Institution**  <input type="checkbox"/> Others (Beneficiary of Preferential Tax Rate) ***         </p>
<b>Mode of Collection of Interest and Principal Payments:</b> I/We hereby unconditionally instruct and authorize the Paying Agent to cause the payments of interest and principal on the Sustainability-Linked Bonds net of applicable taxes, fees and cost to be paid to the Bondholders via the following: <input type="checkbox"/> Real Time Gross Settlement (RTGS) <input type="checkbox"/> Credit current/savings account number _____ (the "Cash Settlement Account") with _____ branch _____ (the "Cash Settlement Bank") <sup>1</sup> .	<b>Statement, Notices &amp; Correspondence Delivery Mode:</b> <p> <input type="checkbox"/> Delivery via electronic mail to the email address indicated above  <input type="checkbox"/> Delivery via courier (Metro Manila area only) or registered mail to the mailing address indicated above       </p>
<b>If a Corporation, please attach the latest General Information Sheet (GIS) as filed with the SEC</b>	
<b>Name of Parent Company, if any:</b>	
<b>Names of Directors:*</b>	<b>Name of Stockholders Owning at least 2% of the Authorized Capital Stock:*</b>
<b>Name of Beneficial Owners of Applicant, if any:</b>	<b>Address of Beneficial Owner:</b>
<b>Registration of Securities</b> <p> <input type="checkbox"/> Under the name of the Applicant  <input type="checkbox"/> Under the name of PDTC Nominee Corp.         </p> <p>The Applicant agrees to provide the information below to PDTC Depository for purposes of crediting or lodging Applicant's purchased securities in Depository Account below.</p> <p>Name of PDTC Depository Participant: _____</p> <p>PDTC Depository Participant BP ID: _____</p> <p>PDTC Depository Participant Omnibus Account No.: _____</p> <p>I, the Applicant, acknowledge that by lodging the security in the Depository under my account, the security shall be registered under the name of PDTC Nominee Corp. in the registry records of Ayala Land.</p>	<b>Depository Participant Confirmation and Certification</b> <i>(Note: This is for Depository Participant Lodging Securities under the PDTC NoCD Facility)</i> <p>We confirm that we are a PDTC Depository Participant and certify that:</p> <ol style="list-style-type: none"> <li>1. The securities being lodged in our Depository Account under the PDTC NoCD Facility are securities being purchased by our bona fide clients and shall make available the documents evidencing the clients' instructions to purchase the Security upon the request of the Issuer, its agent/s and the regulators.</li> <li>2. We have done, or as applicable relied upon (on the basis of a third party reliance letter issued by an appropriate institution in accordance with current banking regulations), the necessary know-your-customer procedures to verify the identity of the client.</li> <li>3. Our clients acknowledge and fully understand that by lodging the security in the Depository under the clients' NoCD accounts, the security shall be registered under the name of PDTC Nominee Corp. in the registry records of the Issuer.</li> <li>4. We have obtained the consent of the relevant clients to the sharing of the client information to the Issuer or to its authorized agent for purposes of regulatory compliance and processing of corporate actions.</li> </ol> <p>Printed Name and Signature of Authorized Signatory of the PDTC Depository Participant</p>

\* Required to be filled out under Republic Act No. 9160, Republic Act No. 9194 and Bangko Sentral ng Pilipinas ("BSP") Circular Nos. 251, 253 and 279, and all other amendatory and implementing law, regulation, jurisprudence, notice or order of any Philippine governmental body relating thereto.

\*\* If availing of tax exemption or reduced tax rates, subject to submission of acceptable documentary proof of exemption or reduced tax rates, as applicable.

\*\*\*In the absence of a valid e-mail address, the Applicant agrees to have its electronic Application, as issued by the Registrar and Paying Agent, delivered to the relevant Joint Lead Underwriter and Bookrunner and/or Selling Agent for the Sustainability-Linked Bonds or to any official e-mail address nominated by such Joint Lead Underwriter and Bookrunner and/or Selling Agent

## REPRESENTATION, WARRANTY AND AUTHORIZATION

In executing this Application, the Applicant represents and warrants, under penalty of law, that all information contained herein (including its tax status) and the required attachments are true and correct and that the signatures thereon whether wet or in electronic form, are genuine, properly authorized, and obtained without use of fraud, coercion or any other vice of consent. The Applicant also represents and warrants that the investment in the Sustainability-Linked Bonds will not violate the laws of the Applicant's jurisdiction and the Applicant is allowed to acquire or invest in the Sustainability-Linked Bonds. The Applicant agrees to immediately notify Ayala Land and the Registrar and Paying Agent, either directly or through any of the Joint Lead Underwriters and Bookrunners and the Selling Agents, if any, if anything occurs which renders or may render untrue or incorrect in any respect any of the information given herein (including information given with respect to the Applicant's tax status) or any of its representations or warranties. The Applicant understands that any of the Joint Lead Underwriters and Bookrunners, the Selling Agents, if any, the Registrar and Paying Agent and Ayala Land will rely solely on its representations and warranties set forth herein including, without limitation, its declaration of its tax status, including, if applicable, its tax-exempt status in processing payments due to it under the Sustainability-Linked Bonds. The Applicant agrees to indemnify and hold any of the Joint Lead Underwriters and Bookrunners, the Selling Agents, if any, the Registrar and Paying Agent, and Ayala Land free and harmless against any and all claims, actions, suits, damages, and liabilities resulting from the non-withholding of the required tax due to the representations as indicated in this Application, any misrepresentation contained herein or any reliance on the confirmations contained herein. The Applicant likewise authorizes the Registrar and Paying Agent to verify the information stated in this Application from any and all sources and in any and all manner, including but not limited to, requesting information contained herein from the relevant Joint Lead Underwriter and Bookrunner or Selling Agent, if any, regarding the Applicant's account/s with the said Joint Lead Underwriter and Bookrunner or Selling Agent, if any. By giving authority to the Registrar and Paying Agent and by signing this application, the Applicant hereby gives its consent to the disclosure of or inquiry into its private and confidential information as provided by law or by contract including Republic Act No. 1405 (The Bank Secrecy Act of 1955), as amended, and allows the Joint Lead Underwriters and Bookrunners and Selling Agents, if any, to disclose all information as may be required by Ayala Land and the Registrar and Paying Agent, solely and exclusively for the limited purpose of enabling the Registrar and Paying Agent to perform its functions as registrar and paying agent of Ayala Land in the manner contemplated under the Registry and Paying Agency Agreement, including but not limited to, creating a registry account for the Applicant and updating the Applicant's information in the Registry with respect to the information contained herein. The Applicant further authorizes the Registrar and Paying Agent, the Joint Lead Underwriters and Bookrunners, the Selling Agents, if any, and Ayala Land to collect, process, retain, share, dispose and destroy such information that are required to enable the Registrar and Paying Agent, the Joint Lead Underwriters and Bookrunners, and Ayala Land to carry out each of their respective duties under the Bond Agreements, including personal, sensitive or privileged information of such Applicant. In addition, by signing this application, the Applicant hereby (i) consents to the collection, processing, retention, sharing, disposal and destruction by the Registrar and Paying Agent, on behalf of Ayala Land of the information contained herein (the "Information") and (ii) acknowledges receipt of notice of and consents to the following:

- (a) Each of the Registrar and Paying Agent, in its capacity as registrar and paying agent of the Sustainability-Linked Bonds, the Joint Lead Underwriters and Bookrunners, the Selling Agents, if any, and Ayala Land shall collect, process, retain, share, dispose and destroy the Information in accordance with the Data Privacy Act of 2012 and its Implementing Rules and Regulations ("IRR").
- (b) Neither the Registrar and Paying Agent, the Joint Lead Underwriters and Bookrunners, the Selling Agents, if any, nor Ayala Land shall sell, trade or otherwise share the Information for marketing purposes to third parties without the consent of the Applicant. The Registrar and Paying Agent, the Joint Lead Underwriters and Bookrunners, the Selling Agents, if any, and Ayala Land may each disclose the Information to:
  - (1) government or regulatory agencies if required by applicable law or by an order of government or regulatory agency or if reasonably determined by the Registrar and Paying Agent, the relevant Joint Lead Underwriter, or Ayala Land, as the case may be, to be necessary in relation to the use of the Information in connection with the provision of any service related to this Applicant's registry account and for data processing, storage, retention, collection, sharing, disposal and destruction as may be necessary for the provision of such service, anti-money laundering monitoring, review and reporting and for purposes of complying with any law or regulation (the "Purpose"), for law enforcement purposes, national security or public interest;
  - (2) its employees, directors, officers, representatives, agents and service providers if the Registrar and Paying Agent, the relevant Joint Lead Underwriter, the relevant Selling Agent, if any, or Ayala Land deem it reasonably necessary in relation to the Purpose; and
  - (3) its subsidiaries and affiliates as well as employees, directors, officers, representatives, agents and service providers of such subsidiaries and affiliates if the Registrar and Paying Agent, the relevant Joint Lead Underwriter, the relevant Selling Agent, if any, or Ayala Land deem it reasonably necessary in relation to the Purpose.
- (c) The Applicant has rights and remedies relating to the processing of the Information under the Data Privacy Act of 2012, its IRR and under applicable laws, such as, but not limited to the right to access the Information in accordance with the procedures of the Registrar and Paying Agent, the relevant Joint Lead Underwriter, or Ayala Land to have it corrected in accordance with the procedures of the Registrar and Paying Agent, the relevant Joint Lead Underwriter, or Ayala Land and to file a complaint with the appropriate government agency. Please refer to the National Privacy Commission for details of such rights and remedies.
- (d) The Applicant may address any concerns or questions regarding the processing of the Information to the Data Privacy Officer of the relevant (i) Registrar and Paying Agent, (ii) Joint Lead Underwriters and Bookrunners, and/or (iii) Selling Agents, if any.

The Applicant further accepts the following terms:

### Email Indemnity

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

### Authorization Granted to the Registrar and Paying Agent

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

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

The Applicant warrants that the Applicant (or, in the case of juridical entities, its authorized signatory) has read and understood the PDTC Rules, the terms and conditions of the Sustainability-Linked Bonds (the "Terms and Conditions"), the Prospectus, the Second Tranche Offer Supplement, and the Offer Supplement distributed or made available by Ayala Land and the Joint Lead Underwriters and Bookrunners, and the Selling Agents, if any, in relation to the offer and sale of the Sustainability-Linked Bonds, and unconditionally accepts the same. The Applicant agrees to indemnify and hold the Registrar and Paying Agent, Ayala Land, the Joint Lead Underwriters and Bookrunners, and

the Selling Agents, free and harmless from and against any and all liabilities, damages, penalties, judgments, suits, expenses and other costs of any kind or nature arising from any act or omission pertinent to their respective obligations under the Sustainability-Linked Bonds, unless such act or omission was committed with gross negligence or willful misconduct. The Applicant further agrees that completion of this Application to Purchase constitutes an instruction and authority from the Applicant to Ayala Land, the Registrar and Paying Agent, and/or Joint Lead Underwriters and Bookrunners to execute any application form or other documents and generally to do all such other things and acts as Ayala Land, the Registrar and Paying Agent, the Joint Lead Underwriters and Bookrunners, and/or the Selling Agents, if any, may consider necessary or desirable to effect registration of the Sustainability-Linked Bonds in the name of the Applicant.

The Applicant represents and warrants to Ayala Land, the Joint Lead Underwriters and Bookrunners, Selling Agents, if any, and the trustee of the Sustainability-Linked Bonds (the "Trustee") that it has independently and, without reliance on Ayala Land, the Joint Lead Underwriters and Bookrunners, Selling Agents, if any, or the Trustee, made its own credit investigation and appraisal of the financial position and affairs of Ayala Land on the basis of such documents and information it has deemed appropriate and that it has subscribed to the Sustainability-Linked Bonds on the basis of such independent appraisal, and that it shall continue to make its own credit appraisal without reliance on Ayala Land, the Joint Lead Underwriters and Bookrunners, the Selling Agents, if any, or the Trustee.

#### Authority Granted to the Selling Agents

The Applicant hereby authorizes the Selling Agent to receive the Registry Confirmation on my/our behalf, such that any release to the Selling Agent shall be considered as compliance by the Registrar of its obligations to release the Registry Confirmation to the Applicant.

Applicant's Full Name (in print):	Applicant's Authorized Signature/s:
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#### ACKNOWLEDGMENT AND ACCEPTANCE

##### Joint Lead Underwriter and Bookrunner's or Selling Agent's Acceptance:

Acceptance  Rejection due to \_\_\_\_\_

##### Joint Lead Underwriter and Bookrunner's or Selling Agent's Certification/Endorsement:

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

As applicable, we hereby declare that:

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

FINAL ALLOCATION AMOUNT: Php \_\_\_\_\_ AMOUNT OF REFUND, IF ANY: Php \_\_\_\_\_

Joint Lead Underwriter and Bookrunner's/  
Selling Agent's Authorized Signatory  
Signature over Printer Name

Joint Lead Underwriter and Bookrunner's/  
Selling Agent's Authorized Signatory  
Signature over printed name

Joint Lead Underwriter and Bookrunner's/  
Selling Agent's Authorized Signatory  
Signature over printed name

#### REQUIRED ATTACHMENTS TO THIS APPLICATION

The Applicant shall submit properly completed Applications to Purchase, whether originally signed or electronically submitted (through the E-SIP upon and subject to the E-SIP's approval by the SEC), together with all applicable supporting documentation in the prescribed form and submitted in the prescribed manner, with full payment of the purchase price of the Sustainability-Linked Bonds in the manner provided in the said Application to Purchase. For the avoidance of doubt, for Applications to Purchase that are originally signed and uploaded in bulk, the final Applications to Purchase shall be those that are generated by the Underwriter/Selling Agent through the E-SIP upon submission of the sales report. In case of conflict between the originally signed Application to Purchase and the electronically-generated Application to Purchase from E-SIP, the latter shall prevail.

#### IF APPLICANT IS A CORPORATION OR AN INSTITUTION:

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

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

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**IF THE APPLICANT IS AN INDIVIDUAL:**

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

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

The Applicant understands that the Registrar will not issue a Registry Confirmation nor will any Bondholder be allowed to sell or transfer the Sustainability-Linked Bonds until such Bondholder shall have submitted to the Registrar all the documents required for the issuance of such Sustainability-Linked Bonds. In relation to the foregoing, the Applicant hereby authorizes the Selling Agent to receive the Registry Confirmation on their behalf.

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

- (a) A current and valid original of BIR-certified true copy of the tax exemption certificate, ruling or opinion (dated no earlier than required to be considered valid under applicable tax regulations at the relevant time), addressed to the relevant applicant or Bondholder, confirming its exemption or preferential rate, as required under BIR Revenue Memorandum Circular No. 8-2014 including any clarification, supplement or amendment thereto, and certified by the corporate secretary of the Bondholder 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;
- (b) With respect to tax treaty relief, (a) prior to the payment of the initial interest due, (i) three (3) originals of the submitted BIR Form 0901-I (Interest Income) or Application Form for Treaty Purposes filed by the Bondholder or, if the Bondholder is a fiscally transparent entity, each of the Bondholder's owners or beneficiaries with the proof of receipt by the concerned office of the Bureau of Internal Revenue, as required under BIR Revenue Memorandum Order No. 14-2021, (ii) one (1) original of the valid and existing tax residency certificate duly issued by the respective foreign tax authority of the country of residence of the Bondholder or, if the Bondholder is a fiscally transparent entity, the country of residence of each of the Bondholder's owners or beneficiaries, in the form acceptable for recognition under Philippine laws, (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 Bondholder or the Bondholder's owners or beneficiaries, as may be applicable, in favor of the authorized representative (if the Application Form for Treaty Purposes and other documents are accomplished by an authorized representative) and confirmation acceptable to the Issuer that the Bondholder or the Bondholder's owners or beneficiaries is/are not doing business in the Philippines to support the applicability of a tax treaty relief; and (b) prior to the payment of subsequent interests due, (i) three (3) originals of the submitted new or updated BIR Form 0901-I (Interest Income) or Application Form for Treaty Purposes, as the Issuer deems applicable, and (ii) one (1) original of the valid and existing tax residency certificate duly issued by the respective foreign tax authority of the country of residence of the Bondholder or, if the Bondholder is a fiscally transparent entity, the country of residence of each of the Bondholder's owners or beneficiaries, in the form acceptable for recognition under Philippine laws, if the validity period of the previously issued tax residency certificate has already lapsed; (c) other additional documents as may be required by the Issuer or pursuant to applicable tax regulations, which shall be submitted by the Bondholder/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;
- (c) A duly notarized undertaking executed by (1) the corporate secretary or any authorized representative of such applicant or Bondholder, who has personal knowledge of the exemption based on his official functions, if the applicant purchases, or the Bondholder holds, the Sustainability-Linked Bonds 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 Sustainability-Linked Bonds 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, certificate, ruling or opinion issued by the BIR, executed using the prescribed form, with a declaration and warranty of its tax exempt status or entitlement to a preferential tax rate, and agreeing to indemnify and hold the Issuer, the Registrar and the Paying Agent, and the Joint Lead Underwriters and Bookrunners and Bookrunners free and harmless against any claims, actions, suits, and liabilities resulting from the non-withholding or incorrect withholding of the required tax; and
- (d) such other documentary requirements as may be required by Ayala Land and the Registrar and Paying Agent, or as required under the applicable regulations of the relevant taxing or other authorities which for purposes of claiming tax treaty withholding rate benefits, including a copy of the submitted Application Form for Treaty Purposes, the valid and existing tax residence certificate issued by the relevant foreign tax authority, and evidence of the applicability of a tax treaty and consularized or apostilled (as the case may be) proof of the Bondholder or the Bondholder's owners' or beneficiaries' legal domicile in the relevant treaty state, and confirmation acceptable to the Issuer that the Bondholder or the Bondholder's owners or beneficiaries is/are 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 Bondholder on the interest payments to such Bondholder, 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 Bondholder or the Bondholder's owners or beneficiaries claiming the benefit of any exemption of reasonable evidence of such exemption to the Registrar and Paying Agent.

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

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**IMPORTANT NOTE**

THE SUSTAINABILITY-LINKED BONDS AND THIS APPLICATION TO PURCHASE ARE GOVERNED BY AND ARE SUBJECT TO THE PROSPECTUS, THE SECOND TRANCHE OFFER SUPPLEMENT, THE OFFER SUPPLEMENT AND THE TRUST INDENTURE (ALL OF WHICH ARE MADE AN INTEGRAL PART OF THIS DOCUMENT). THE APPLICANT MAY OBTAIN COPIES OF THE PROSPECTUS, THE SECOND TRANCHE OFFER SUPPLEMENT, THE THIRD TRANCHE OFFER SUPPLEMENT, THE OFFER SUPPLEMENT AND THE TRUST INDENTURE, WHICH SHALL BE MADE AVAILABLE AT THE OFFICES OF THE JOINT LEAD UNDERWRITERS AND BOOKRUNNERS, THE TRUSTEE AND AYALA LAND INDICATED IN THE OFFER SUPPLEMENT THROUGHOUT THE OFFER PERIOD DURING REGULAR BUSINESS HOURS.

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