



Vista Land & Lifescapes, Inc.

Lower Ground Floor, Building B, Evia Lifestyle Center
Vista City, Daang Hari, Almanza II
Las Piñas City, Philippines
Telephone Number: (632) 3226-3552
www.vistaland.com.ph

OFFER SUPPLEMENT

**Offer of Fixed Rate Bonds of ₱5,000,000,000
with an oversubscription option of up to ₱5,000,000,000
Series E Bonds: 5.6992% p.a. due 2025**

**to be issued from the remaining
₱5,000,000,000 Bonds under Shelf Registration rendered effective on July 18, 2017
and the new
₱30,000,000,000 Bonds under Shelf Registration rendered effective on November 28, 2019**

**Offer Price: 100% of Face Value
to be listed and traded through the
Philippine Dealing & Exchange Corp.**

***Joint Issue Managers, Joint Lead Underwriters, and
Joint Bookrunners***

**China Bank Capital Corporation
PNB Capital and Investment Corporation
SB Capital Investment Corporation**

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

The date of this Final Offer Supplement is November 28, 2019

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Vista Land & Lifescapes, Inc. (“**Vista Land**”, “**VLL**”, the “**Company**”, or the “**Issuer**”), a corporation duly organized and existing under Philippine law, prepared a Final Prospectus dated November 28, 2019 (the “**Prospectus**”) relating to the shelf registration and sale in the Philippines of fixed rate bonds (the “**New Shelf Bonds**”) in the aggregate principal amount of ₱30,000,000,000. The shelf registration of the New Shelf Bonds was rendered effective by the Securities and Exchange Commission (the “**SEC**”) on November 28, 2019 through SEC MSRD Order No. 43 (Series of 2019) under the provisions of the Securities Regulation Code of the Philippines (Republic Act No. 8799) (“**SRC**”).

The New Shelf Bonds shall be issued in tranches within a period of three (3) years from the effective date of the Registration Statement of the New Shelf Bonds, subject to applicable regulations (the “**Shelf Period**”). The offer and sale of the New Shelf Bonds, including the terms and conditions for each tranche shall be at the sole discretion of the Company. The specific terms for each tranche of the New Shelf Bonds will be determined by the Company considering prevailing market conditions and shall be provided in an offer supplement to be circulated at the time of the offer of the relevant tranche.

In addition to the New Shelf Bonds, the Company has remaining unissued fixed rate bonds in the amount of ₱5,000,000,000, from its existing shelf-registered bonds of ₱20,000,000,000, which was rendered effective by the SEC on July 18, 2017 through SEC MSRD Order No. 26 (Series of 2017) under the provisions of the SRC (the “**Existing Shelf Bonds**”). On August 8, 2017, the Company issued out of the Existing Shelf Bonds the Seven Year bonds due 2024 (“**Series A Bonds**”) and Ten Year Bonds due 2027 (“**Series B Bonds**”) in the aggregate principal amount of ₱5,000,000,000. On December 21, 2018, the Company issued out of the Existing Shelf Bonds the Five Year bonds due 2023 (“**Series C Bonds**”) and Seven Year Bonds due 2025 (“**Series D Bonds**”) in the aggregate principal amount of ₱10,000,000,000.

This final offer supplement dated November 28, 2019 (the “**Offer Supplement**” and as the context may require, the term may refer to the Prospectus, as supplemented by this Offer Supplement) relates to the third and last tranche of the Existing Shelf Bonds and the first tranche of the New Shelf Bonds (collectively, the “**Offer Bonds**”) and the public offer for sale, distribution and issuance by the Company of the Offer Bonds (the “**Offer**”). The Offer Bonds will be issued at face-value and listed and traded through the Philippine Dealing & Exchange Corp. (“**PDEX**”).

The Offer Bonds will have an aggregate principal amount of ₱5,000,000,000 (the “**Firm Bonds**”). In the event of an oversubscription, China Bank Capital Corporation, PNB Capital and Investment Corporation, and SB Capital Investment Corporation, in their capacity as the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners, in consultation with the Issuer, reserves the right to increase the size of the Offer Bonds by up to ₱5,000,000,000 (the “**Oversubscription Option**”, the Offer Bonds pertaining to such option, the “**Oversubscription Option Bonds**”). The Offer Bonds actually taken up after the Offer Period shall be referred to as the “**Bonds**”. The Oversubscription Option once exercised during the Offer Period, shall be deemed firmly underwritten by the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners.

The remaining balance of the New Shelf Bonds in the aggregate principal amount of ₱25,000,000,000 will be issued in tranches within the Shelf Period. However, in case the Oversubscription Option is partly exercised or not exercised at all during the Offer Period, the New Shelf Bonds will be automatically increased by such principal amount of Oversubscription Option Bonds that will not be taken up. Hence, after the Offer, the New Shelf Bonds may potentially increase to an aggregate principal amount of up to ₱30,000,000,000, which may be issued in tranches within the Shelf Period.

The Offer Bonds will be issued on December 18, 2019 or such other date as may be agreed upon in writing by the Issuer and the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners (the “**Issue Date**”), and will comprise of fixed rate bonds with a term of five years and six months and shall be due in 2025 (the “**Series E Bonds**”).

The Series E Bonds shall bear interest on its principal amount from and including the Issue Date at the rate of 5.6992% p.a. Interest on the Bonds shall be payable quarterly in arrears starting on March 18, 2020 for the first Interest Payment Date and on June 18, September 18, December 18, and March 18 of each year thereafter or the next Business Day if such date falls on a non-Business Day, for as long as the Bonds remain outstanding. Should the

Issue Date fall on a date other than December 18, 2019, the Interest Payment Dates shall be adjusted accordingly, subject to the requirements of PDEX.

The Bonds shall be repaid at maturity at par (or 100% of face value), plus any outstanding interest, on June 18, 2025, unless the Company exercises its early redemption option according to the conditions therefor (see “*Description of the Offer Bonds*” – “*Redemption and Purchase*”).

The Issuer has been rated AAA by the Credit Rating and Investors Services Philippines, Inc. (“**CRISP**”) on October 4, 2019, and the Offer Bonds have been rated PRS Aaa by the Philippine Rating Services Corporation (“**PhilRatings**”) on November 18, 2019.

Upon issuance, the Bonds shall constitute the direct, unconditional, unsecured and unsubordinated obligations of the Company and shall at all times rank *pari passu* and ratably without any preference or priority amongst themselves and at least *pari passu* with all other present and future unsecured and unsubordinated obligations of Vista Land, other than obligations preferred by law. The Bonds shall effectively be subordinated in right of payment to, among others, all of Vista Land’s secured debts to the extent of the value of the assets securing such debt and all of its debt that is evidenced by a public instrument under Article 2244(14) of the Civil Code of the Philippines (see “*Description of the Offer Bonds*”).

The Offer Bonds are offered to the public at face value through the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners with the Philippine Depository and Trust Corp. (“**PDTC**”) as the Registrar of the Offer Bonds. It is intended that upon issuance, the Bonds shall be issued in scripless form, with PDTC maintaining the scripless Electronic Registry of Bondholders. The Offer Bonds are intended to be listed on the Philippine Dealing & Exchange Corp. (“**PDEX**”). The Offer Bonds shall be issued in minimum denominations of ₱50,000.00 each, and in integral multiples of ₱10,000.00 thereafter. The Bonds shall be traded in denominations of ₱10,000.00 in the secondary market.

The Company estimates that the net proceeds from the Offer shall amount to approximately ₱4,918,911,281.25 (assuming the Oversubscription Option is not exercised), after fees, commissions and expenses. Assuming full exercise of the Oversubscription Option, the Company estimates that the net proceeds from the Offer shall amount to approximately ₱9,856,411,281.25, after deducting fees, commissions and expenses. The net proceeds of the Offer shall be used to partially fund the construction and completion of various malls, redevelopment of existing malls, the construction of condominium projects, as well as for general corporate purposes. If the Oversubscription Option is exercised, the additional net proceeds from the Oversubscription Option shall likewise be used to partially fund the construction and completion of various malls, redevelopment of existing malls, the construction of condominium projects, as well as for general corporate purposes. For a more detailed discussion on the use of proceeds, see “*Use of Proceeds*” of this Offer Supplement.

The Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners will receive a fee equivalent to 0.50% on the final aggregate nominal principal amount of the Offer Bonds issued, which is inclusive of the fee to be ceded to any selling agent and in accordance with the terms of the Underwriting Agreement. For a more detailed discussion on the fees to be received by the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners, see “*Plan of Distribution*” of this Offer Supplement.

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

Since this is a debt issuance, holders of the Bonds shall not be entitled to any dividends from the Issuer. Vista Land’s dividend policy is discussed further in the section “Market Price of and Dividends on VLL’s Common Equity and Related Stockholder Matters” on page 116 of the Final Prospectus.

The Company reserves the right to withdraw the offer and sale of the Offer Bonds at any time, and the Company and the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners reserve the right to reject any application to purchase the Offer Bonds in whole or in part and to allot to any prospective purchaser less than the full amount of the Offer Bonds sought by such purchaser. If the Offer is withdrawn or discontinued, the Company shall subsequently notify the SEC and, as applicable, the PDEX. The Joint Issue Managers, Joint Lead Underwriters,

and Joint Bookrunners, or any selling agent, as the case may be, may acquire for their own account a portion of the Offer Bonds.

The Company has applied with the SEC for the issuance of a Permit to Sell for the Offer Bonds, and expects to receive such permit before commencing with the Offer. The Company will apply for the listing of the Offer Bonds in the PDEX. However, there is no assurance that such a listing will actually be achieved either before or after the issue date of the Offer Bonds or whether such a listing will materially affect the liquidity of the Offer Bonds on the secondary market. Such listing will be subject to the Company's execution of a listing agreement with PDEX that may require the Company to make certain disclosures, undertakings and payments on an ongoing basis.

All disclosures, reports, and filings of the Company made after the date of the Final Prospectus and this Offer Supplement (the "**Company Disclosures**") and submitted to the SEC, the PSE and/or PDEX pursuant to the Revised Corporation Code, the SRC, and the disclosure rules of the PSE and/or PDEX are incorporated or deemed incorporated by reference in this Offer Supplement. Copies of the Company Disclosures may be viewed at the website of the Company at www.vistaland.com.ph. The Company Disclosures contain material and meaningful information relating to the Company and investors should review all information contained in the Prospectus, this Offer Supplement and the Company Disclosures incorporated or deemed incorporated herein by reference.

The distribution of this Offer Supplement and the offer and sale of the Offer Bonds may, in certain jurisdictions, be restricted by law. This Offer Supplement does not constitute an offer of any securities, or any offer to sell, or a solicitation of any offer to buy any securities of the Company in any jurisdiction, to or from any person to whom it is unlawful to make such offer in such jurisdiction. The Company and the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners require persons into whose possession this Offer Supplement comes to inform themselves of and observe all such restrictions. Each investor in the Offer Bonds must comply with all laws applicable to it and must obtain the necessary consent, approvals or permission for its purchase or subsequent offer and sale of the Offer Bonds under the laws and regulations in force in any jurisdiction to which it is subject. None of the Company or the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners will have any responsibility therefor.

There can be no assurance in respect of: (i) whether Vista Land would issue any additional debt securities at all; (ii) the size or timing of any individual issuance or the total issuance of such debt securities; or (iii) the specific terms and conditions of any such issuance. Any decision by Vista Land to offer such debt securities will depend on a number of factors at the relevant time, many of which are not within Vista Land's control, including but not limited to: prevailing interest rates, the financing requirements of Vista Land's business and prospects, market liquidity and the state of the domestic capital market, and the Philippine, regional and global economies in general.

The price of securities can and does fluctuate. Any individual security may experience upward or downward movements, and may lose all or part of its value over time. The future performance of a security may defy the trends of its past performance, and there may be a significant difference between the buying price and the selling price of any security. As such, there is an inherent risk that losses may be incurred, rather than profit made, as a result of buying and selling securities. Thus, an investment in the Offer Bonds described in this Offer Supplement involves a certain degree of risk. In deciding whether to invest in the Offer Bonds, a prospective purchaser of the Offer Bonds ("**Prospective Bondholder**") should carefully consider several factors both internal and external to the Company, in addition to the other information provided in this Offer Supplement.

Vista Land confirms that this Offer Supplement and the Prospectus contain all material information relating to the Company, its affiliates and subsidiaries, as well as all material information on the issue and offering of the Offer Bonds as may be required by the applicable laws of the Republic of the Philippines. To the best of the Company's knowledge, no facts have been omitted that would make any statement in this Offer Supplement misleading in any material respect. Vista Land confirms that it has made all reasonable inquiries with respect to any information, data and analysis(es) provided to it by its advisors and consultants or which is otherwise publicly available for inclusion into this Offer Supplement. Vista Land, however, has not independently verified any or all such publicly available information, data or analysis(es).

Neither the delivery of this Offer Supplement nor any sale made pursuant to the Offer shall, under any circumstance, create any implication that the information contained or referred to in this Offer Supplement is accurate as of any time subsequent to the date hereof. The Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners have exercised the required due diligence in ascertaining that all material representations contained in this Offer Supplement, and any amendment or supplement thereto, are true and correct and that no material information was omitted, which was necessary in order to make the statements contained in said documents not misleading in any material respect. The Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners do not make any

representation or warranty, express or implied, as to the accuracy or completeness of the information contained in this Offer Supplement.

The contents of this Offer Supplement are not to be considered as definitive legal, business or tax advice. Each Prospective Bondholder receiving a copy of this Offer Supplement acknowledges that he has not relied on the Company or the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners in his investigation of the accuracy of any information found in this Offer Supplement or in his investment decision. Prospective purchasers should consult their own counsel, accountants or other advisors as to legal, tax, business, financial and related aspects of the purchase of the Offer Bonds, among others. It bears emphasis that investing in the Offer Bonds involves certain risks. Please refer to the section on “*Risk Factors and Other Considerations*” for a discussion of the risks associated and certain considerations with respect to an investment in the Offer Bonds.

No dealer, salesman or other person has been authorized by Vista Land or the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners to give any information or to make any representation concerning the Offer Bonds other than as contained herein and, if given or made, any such other information or representation should not be relied upon as having been authorized by Vista Land or the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners.

Vista Land is organized under the laws of the Philippines. Its registered business office is at the Lower Ground Floor, Building B, Evia Lifestyle Center, Vista City, Daang Hari, Almanza II, Las Piñas City, Philippines, with telephone number: (+632) 3226 3552. The Company has been listed on the Philippine Stock Exchange (“PSE”) since 2007 under ticker symbol “VLL.” Its corporate website is <http://www.vistaland.com.ph>. The information in the website is not incorporated by reference into this Offer Supplement.

**ALL REGISTRATION REQUIREMENTS HAVE BEEN MET AND ALL INFORMATION CONTAINED
HEREIN ARE TRUE AND CORRECT.**

VISTA LAND AND LIFESCAPES, INC.

By:

MANUEL PAOLO A. VILLAR
President and Chief Executive Officer

REPUBLIC OF THE PHILIPPINES)
CITY OF [REDACTED] S.S.

Before me, a notary public for and in the city named above, personally appeared Manuel Paolo A. Villar, who was identified by me through [REDACTED] to be the same person who presented the foregoing instrument and signed the instrument in my presence, and who took an oath before me as to such instrument.

Witness my hand and seal this [REDACTED] day of [REDACTED] 2019 at Makati City.

Doc No. [REDACTED];
Page No. [REDACTED];
Book No. [REDACTED];
Series of 2019.

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DEFINITION OF TERMS

As used in this Offer Supplement, the following terms shall have the meanings ascribed to them:

“Application to Purchase” shall mean the document to be executed by any Person or entity qualified to become a Bondholder.

“Applicant” shall mean a person, whether natural or juridical, who seeks to subscribe to the Offer Bonds and submits a duly accomplished Application to Purchase, together with all requirements set forth therein.

“Banking Day” or **“Business Day”** shall be used interchangeably to refer to any day when commercial banks are open for business in Metro Manila, Philippines.

“Beneficial Owner” shall mean any person (and **“Beneficial Ownership”** shall mean ownership by any person) who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares voting power, which includes the power to vote or to direct the voting of such security; and/or investment returns or power in respect of any security, which includes the power to dispose of, or to direct the disposition of, such security; provided, however, that a person shall be deemed to have an indirect beneficial ownership interest in any security which is held by:

- i. members of his immediate family sharing the same household;
- ii. a partnership in which he is a general partner;
- iii. a corporation of which he is a controlling shareholder; or
- iv. subject to any contract, arrangement or understanding, which gives him voting power or investment power with respect to such securities; provided, however, that the following persons or institutions shall not be deemed to be beneficial owners of securities held by them for the benefit of third parties or in customer or fiduciary accounts in the ordinary course of business, so long as such securities were acquired by such persons or institutions without the purpose or effect of changing or influencing control of the issuer:
 - a. A broker dealer;
 - b. An investment house registered under the Investment Houses Law;
 - c. A bank authorized to operate as such by the Bangko Sentral ng Pilipinas;
 - d. An insurance company subject to the supervision of the Office of the Insurance Commission;
 - e. An investment company registered under the Investment Company Act;
 - f. A pension plan subject to regulation and supervision by the Bureau of Internal Revenue and/or the Securities and Exchange Commission or relevant authority; and
 - g. A group in which all of the members are persons specified above.

“BIR” shall mean the Bureau of Internal Revenue.

“Bond Agreements” shall mean the Trust Indenture between the Issuer and the Trustee, the Registry and Paying Agency Agreement between the Issuer and the Registrar and Paying Agent, and the Underwriting Agreement between the Issuer and the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners, or any document, certificate or writing contemplated thereby.

“Bondholder” shall mean a Person whose name appears, at any time, as a holder of the Bonds in the Registry of Bondholders.

“Bonds” shall mean the Offer Bonds actually taken up after the Offer Period and to be issued on Issue Date.

“BSP” shall mean Bangko Sentral ng Pilipinas.

“China Bank Capital” shall mean China Bank Capital Corporation.

“CFA” shall mean construction floor area.

“Communiticity” shall mean Vista Land Group’s development model, or fully integrated developments with residential, retail and office/BPO components along with additional components such as utilities and township infrastructure, hotels, healthcare facilities or educational institutions.

“CRISP” shall mean Credit Rating and Investors Services Philippines, Inc.

“Electronic Registry of Bondholders” shall mean the electronic registry book of the Registrar and Paying Agent containing the official information on the Bondholders and the amount of Bonds they respectively hold, including all transfers and assignments thereof or any liens or encumbrances thereon.

“Existing Shelf Bonds” refers to the fixed rate bonds covered by the Registration Statement rendered effective by the SEC on July 18, 2017, consisting of an aggregate principal amount of ₱20,000,000,000, inclusive of the Series A Bonds, Series B Bonds, Series C Bonds, Series D Bonds, and the remaining unissued ₱5,000,000,000 bonds.

“Fine” shall refer to Fine Properties, Inc.

“GFA” shall mean gross floor area.

“Government” shall refer to the Government of the Republic of the Philippines.

“HLURB” shall refer to Housing and Land Use Regulatory Board.

“Interest Payment Date” shall mean, for the Bonds, March 18, 2020 for the first Interest Payment Date, and on June 18, September 18, December 18, and March 18 of each year, or the next Business Day if such date falls on a non-Business Day, for as long as the Bonds remain outstanding. Should the Issue Date fall on a date other than December 18, 2019, the Interest Payment Date shall be adjusted accordingly, subject to the requirements of PDEX.

“Issue Date” shall mean December 18, 2019 or such other date as may be agreed upon in writing by the Issuer and the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners on which the Offer Bonds shall be issued by Vista Land to the Bondholders.

“Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners” means China Bank Capital Corporation, PNB Capital, and SB Capital.

“Lien” shall mean any mortgage, pledge, lien, encumbrance or similar security interest constituted on any of the Issuer’s properties for the purpose of securing its or its Affiliate’s obligations.

“Maceda Law” shall refer to Republic Act No. 6552, a Philippine statute entitled “An Act to Provide Protection to Buyers of Real Estate on Instalment Payments.”

“Majority Bondholders” shall mean, at any time, the Bondholder or Bondholders who hold, represent or account for more than 50% of the aggregate outstanding principal amount of the Bonds.

“Master Bond Certificates” shall mean the certificates to be issued by Vista Land to the Trustee evidencing and covering the aggregate principal amount of the Bonds issued on Issue Date.

“Maturity Date” shall mean June 18, 2025.

“Mega Manila” shall mean Metro Manila and the neighboring provinces of Cavite, Laguna, Rizal, Batangas and Bulacan.

“New Shelf Bonds” shall collectively refer to the fixed rate bonds covered by the Registration Statement rendered effective by the SEC on November 28, 2019, consisting of an aggregate principal amount of ₱30,000,000,000, inclusive of the Series E Bonds and the remaining unissued bonds of up to ₱30,000,000,000.

“Offer” shall mean the offer for sale and issuance of Offer Bonds by VLL under the conditions as herein contained.

“Offer Bonds” shall mean the SEC-registered Series E Bonds to be issued by the Issuer in the aggregate principal amount of up to ₱10,000,000,000, consisting of the firm offer of ₱5,000,000,000 and the Oversubscription Option of up to ₱5,000,000,000.

“Offer Period” shall refer to the period, commencing at 9:00 a.m. on November 29, 2019 and ending at 5:00 p.m. on December 10, 2019, or such other date as may be mutually agreed between the Issuer and the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners, during which the Offer Bonds shall be offered to the public.

“Offer Supplement” shall mean this document dated November 28, 2019, containing the specific terms and conditions of the Offer Bonds. As the context may require, the term shall refer to the Prospectus, as supplemented by the Offer Supplement.

“OFW” shall refer to an overseas Filipino worker.

“Oversubscription Option” shall refer to the exclusive right and option that may be exercised by the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners, in consultation with the Issuer, to offer up to an additional ₱5,000,000,000 Offer Bonds to the investing public, to cover oversubscriptions, if any. The Oversubscription Option once exercised during the Offer Period, shall be deemed firmly underwritten by the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners.

“Paying Agent” shall mean Philippine Depository & Trust Corp.

“Payment Account” means the account to be opened and maintained by the Paying Agent with such bank designated by the Issuer and solely managed by the Paying Agent, in trust and for the irrevocable benefit of Bondholders, 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 that purpose, the beneficial ownership of which shall always remain with the Bondholders.

“PCD Nominee” shall refer to PCD Nominee Corporation, a corporation wholly owned by the PDTC.

“PDEX” shall refer to the Philippine Dealing & Exchange Corp.

“PDTC” shall refer to the Philippine Depository & Trust Corp., (formerly, the Philippine Central Depository, Inc.), which provides an infrastructure for post trade securities services through the operations of the central depository; and likewise provides registry services in relation to which it maintains the electronic official registry or records of title to the Bonds, in accordance with the PDTC Rules, and its successor-in-interest.

“PDTC Rules” shall mean the Securities and Exchange Commission-approved rules of the PDTC, including the PDTC Operating Procedures and PDTC Operating Manual, as may be amended, supplemented, or modified from time to time.

“Pesos”, “Php”, “₱” and “Philippine currency” shall mean the legal currency of the Republic of the Philippines.

“PFRS” shall mean Philippine Financial Reporting Standards.

“Philippines” shall mean the Republic of the Philippines.

“Philippine Constitution” shall mean the 1987 Constitution of the Philippines.

“PhilRatings” shall mean the Philippine Rating Services Corporation.

“PNB Capital” means PNB Capital and Investment Corporation.

“Prospectus” shall mean, as the context may require, either or both of the prospectus dated July 14, 2017 and November 28, 2019, and any amendments, supplements and addenda thereto for the offer and sale to the public of the Existing Shelf Bonds and/or the New Shelf Bonds, respectively.

“PSE” shall refer to the Philippine Stock Exchange.

“Registrar” shall mean Philippine Depository & Trust Corporation.

“Registration Statement” shall refer to the registration statement filed with the SEC in connection with the offer and sale to the public of either the Existing Shelf Bonds or the New Shelf Bonds, as applicable, in either case, inclusive of the Offer Bonds.

“SB Capital” means SB Capital Investment Corporation.

“SEC” means the Philippine Securities and Exchange Commission.

“SEC Permit” shall mean the Permit to Sell Securities issued by the SEC in connection with the Offer.

“Security Interest” means any mortgage, pledge, lien or encumbrance constituted on any of the Issuer’s properties.

“Series A Bonds” refers to the outstanding seven-year bonds due 2024 issued by the Issuer on August 8, 2017 off the Existing Shelf Bonds.

“Series B Bonds” refers to the outstanding ten-year bonds due 2027 issued by the Issuer on August 8, 2017 off the Existing Shelf Bonds.

“Series C Bonds” refers to the outstanding five-year bonds due 2023 issued by the Issuer on December 21, 2018, off the Existing Shelf Bonds.

“Series D Bonds” refers to the outstanding seven-year bonds due 2025 issued by the Issuer on December 21, 2018 off the Existing Shelf Bonds.

“Series E Bonds” shall refer to the Offer Bonds with a term of five years and six months from the Issue Date, to be issued by the Issuer pursuant to the Offer.

“Shelf Period” means subject to applicable regulations, a period of three (3) years from the effective date of the Registration Statement within which the New Shelf Bonds may be offered and sold in tranches.

“Starmalls” means Starmalls, Inc. which has been renamed “Vistamalls, Inc.” effective as of September 17, 2019.

“SRC” shall mean the Securities Regulation Code of the Philippines.

“Subsidiary/ies” shall mean, with respect to Vista Land, Brittany Corporation, Crown Asia Properties, Inc. Camella Homes, Inc., Communities Philippines, Inc., Vista Residences, Inc., and Vistamalls, Inc., and all other subsidiaries or companies that are identified as such in the consolidated financial statements of Vista Land.

“Tax Code” shall mean the Philippine National Internal Revenue Code of 1997, as amended.

“Taxes” shall refer to any present or future taxes, including, but not limited to, documentary stamp tax, levies, imposts, filing and other fees or charges imposed by the Republic of the Philippines or any political subdivision or taxing authority thereof, including surcharges, penalties and interests on said taxes, but excluding final withholding tax, gross receipts tax, taxes on the overall income of the underwriter or of the Bondholders, value added tax, and taxes on any gains realized from the sale of the Offer Bonds.

“Terms and Conditions” shall refer to the terms and conditions of the issuance of the Bonds as set forth in the Trust Indenture Agreement.

“Trustee” shall refer to China Banking Corporation – Trust and Asset Management Group.

“VAT” shall refer to value-added tax.

“Villar Family” shall mean Mr. Manuel B. Villar, Jr., Ms. Cynthia A. Villar, and their children, Manuel Paolo, Mark and Camille.

“Vista Group” refers to Vista Land & Lifescapes, Inc., and its Subsidiaries.

“Vistamalls” means Vistamalls, Inc. which was formerly known as Starmalls, Inc. until the approval of the change of its corporate name by the SEC on September 17, 2019.

“Vista Land” or **“VLL”** or the **“Company”** or the **“Issuer”** refers to Vista Land & Lifescapes, Inc.

“Vista Land Commercial Group” or **“Vista Commercial Group”** refers to the commercial property leasing business of Vista Land and Starmalls which includes retail malls, commercial strips and BPO offices.

“VLLI” refers to VLL International, Inc.

“Vista Land Property” refers to any property in any subdivision or condominium projects being offered for sale by the Vista Group.

Titles of sections, subsections and clauses in this Offer Supplement are used for convenience of reference only and do not limit or affect the interpretation of the sections and subsections hereof. In case of conflict between the provisions of this Offer Supplement and the Bond Agreements, the provisions of the Bond Agreements shall prevail.

SUMMARY OF THE OFFERING

The following summary should be read as an introduction to, and is qualified in its entirety by reference to, the more detailed information appearing elsewhere in the Prospectus and this Offer Supplement, including, but not limited to, the discussion on the “Description of the Offer Bonds” and “Plan of Distribution.” This overview may not contain all of the information that prospective investors should consider before deciding to invest in the Offer Bonds. Accordingly, any decision by a prospective investor to invest in the Offer Bonds should be based on a consideration of the Prospectus, this Offer Supplement and the Bond Agreements as a whole.

Issuer	Vista Land & Lifescapes, Inc.
Instrument	Fixed rate Philippine Peso Bonds in the amount of ₱5,000,000,000.00 and an Oversubscription Option of up to ₱5,000,000,000.00, with a tenor of five years and six months from Issue Date
Use of Proceeds	The net proceeds of the Offer Bonds shall be used to fund the construction and completion of various malls and condominium projects and redevelopment of existing malls, as well as for general corporate purposes. (see “Use of Proceeds” on page 21).
Form and Denomination of Bond	The Offer Bonds shall be issued in scripless form in minimum denominations of ₱50,000.00 each, and in integral multiples of ₱10,000.00 thereafter.
Offer Price	100% of face value
Offer Period	The period when the Offer Bonds are offered for sale by the Issuer to the public, through the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners, commencing at 9:00 a.m. on November 29, 2019 and ending at 5:00 p.m. on December 10, 2019 or on such other date as the Issuer and the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners may agree upon.
Issue Date	December 18, 2019, or such other date as may be agreed upon in writing by the Issuer and the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners
Maturity Date	June 18, 2025
Interest Rate	5.6992% p.a.
Interest Payment	Interest on the Bonds shall be calculated on a European 30/360-day count basis and shall be paid quarterly in arrears starting on March 18, 2020 for the first Interest Payment Date, and June 18, September 18, December 18, and March 18 of each year thereafter, or the next Business Day if such date falls on a non-Business Day, for as long as the Bonds remain outstanding. Should the Issue Date fall on a date other than December 18, 2019, the Interest Payment Dates shall be adjusted accordingly, subject to the requirements of PDEX.
Early Redemption Option	<p>The Issuer shall have the right, but not the obligation, to redeem in whole (and not in part), the outstanding Bonds on the following relevant dates. The amount payable to the Bondholders upon the exercise of the Early Redemption Option by the Issuer shall be calculated, based on the principal amount of Bonds being redeemed, as the sum of:</p> <ul style="list-style-type: none"> (i) accrued interest computed from the last Interest Payment Date up to the relevant Early Redemption Option Date; and (ii) the product of the principal amount of the Bonds being redeemed and the Early Redemption Price in accordance with the following schedule:

	<table border="1"> <tr> <th>Early Redemption Date</th><th>Early Redemption Price</th></tr> <tr> <td>Third (3rd) Anniversary from Issue Date</td><td>101.0%</td></tr> <tr> <td>Fourth (4th) Anniversary from Issue Date</td><td>100.5%</td></tr> </table> <p>The Issuer shall give no less than thirty (30) nor more than sixty (60) days prior written notice of its intention to redeem the Bonds to the Trustee, which notice shall be irrevocable and binding upon the Issuer to effect such early redemption of the Bonds on the Early Redemption Option Date stated in such notice.</p>	Early Redemption Date	Early Redemption Price	Third (3 rd) Anniversary from Issue Date	101.0%	Fourth (4 th) Anniversary from Issue Date	100.5%
Early Redemption Date	Early Redemption Price						
Third (3 rd) Anniversary from Issue Date	101.0%						
Fourth (4 th) Anniversary from Issue Date	100.5%						
Redemption for Taxation Reasons	<p>If payments under the Bonds become subject to additional or increased taxes other than the taxes and rates of such taxes prevailing on the Issue Date as a result of certain changes in law, rule or regulation, or in the interpretation thereof, and such additional or increased rate of such tax cannot be avoided by use of reasonable measures available to the Issuer, the Issuer may redeem the Bonds in whole, but not in part, (having given not more than sixty (60) nor less than thirty (30) days' prior written notice to the Trustee) at par plus accrued interest, net of applicable withholding taxes.</p> <p>Upon receipt by the Trustee of a redemption notice from the Issuer pursuant to the Trust Indenture, the Trustee shall secure from the Registrar an updated list of Bondholders as of the Record Date indicated in the notice and the Trustee shall transmit the same notice to all registered Bondholders.</p>						
Redemption by reason of Change in Law or Circumstances	<p>Upon the occurrence of a Change of Law or Circumstance, the Issuer shall provide the Trustee an opinion of a 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 Bonds in whole, but not in part, on any Banking Day (having given not more than sixty (60) nor less than thirty (30) days' notice to the Trustee) at par plus accrued interest.</p> <p>The Trustee shall secure from the Registrar an updated list of Bondholders as of the Record Date indicated in the notice and the Trustee shall transmit the same notice to all registered Bondholders.</p>						
Final Redemption	The Bonds shall be redeemed at 100% of face value, plus any outstanding interest, on Maturity Date, unless earlier redeemed by the Company.						
Status of the Bonds	The Bonds shall constitute the direct, unconditional, unsubordinated, and unsecured obligations of VLL and shall at all times rank <i>pari passu</i> and rateably without any preference or priority amongst themselves and at least <i>pari passu</i> with all other present and future unsubordinated and unsecured obligations of VLL, other than obligations preferred by law.						
Negative Pledge	The Bonds will have the benefit of a negative pledge on all existing and future assets of the Issuer, subject to the exceptions provided for in the Trust Indenture Agreement.						
Taxation	<p>Based on law and regulations effective as of the date of this Offer Supplement:</p> <p>(1) Interest income on the Bonds to be received by Philippine citizens or resident aliens from the Bonds will be subject to income tax, which</p>						

	<p>is withheld at source, at the rate of 20%.</p> <p>(2) Interest income on the Bonds to be received by non-resident aliens engaged in trade or business in the Philippines will be subject to a 20% final withholding tax while that to be received by non-resident aliens not engaged in trade or business will be subject to a 25% final withholding tax.</p> <p>(3) Interest income on the Bonds to be received by domestic corporations and resident foreign corporations will be taxed at the rate of 20%.</p> <p>(4) Interest income on the Bonds to be received by non-resident foreign corporations will be subject to a 30% final withholding tax.</p> <p>Bondholders who are exempt from or are not subject to final withholding tax on interest income or are covered by a lower final withholding tax rate by virtue of a tax treaty may claim such exemption or lower rate, as the case may be, by submitting the necessary documents as required by the BIR and the Issuer.</p> <p>Documentary stamp tax for the primary issue of the Bonds and the execution of the Bond Agreements, if any, shall be for the Issuer's account.</p> <p>Please see the sections on “<i>Taxation</i>” in the Prospectus and “<i>Description of the Offer Bonds</i>” in this Offer Supplement for a more detailed discussion on the tax consequences of the acquisition, ownership and disposition (e.g., secondary transfer) of the Bonds.</p>		
Transfer of the Bonds	<p>Trading of the Offer Bonds shall be coursed through a PDEX participant subject to the applicable PDEX rules and conventions. Transfer and/or settlement of the Bonds shall be performed in accordance with the PDTC rules and procedures to be set by the Issuer and the Registrar. Upon any assignment of the Bonds, title thereto will pass by recording of the transfer from the transferor to the transferee in the electronic register of bondholders to be maintained by the Registrar.</p>		
Bond Rating	<p>The Issur has been rated AAA by CRISP and the Offer Bonds have been rated PRS Aaa by PhilRatings.</p> <p>The rating is subject to regular annual reviews, or more frequently as market developments may dictate, for as long as the Bonds are outstanding.</p>		
Listing	<p>The Issuer intends to list the Offer Bonds in the PDEX on December 18, 2019.</p>		
Trustee	<p>China Banking Corporation – Trust and Asset Management Group</p>		
Registrar and Paying Agent	<p>Philippine Depository and Trust Corp.</p>		
Governing Law	<p>Republic of the Philippines</p>		
Indicative Timetable	Filing of Registration Statement	October 9, 2019	
	Issuance of Permit to Sell	November 28, 2019	
	Offer Period	November 29, 2019 to December 10, 2019	
	Issue Date/Settlement Date	December 18, 2019	
	Listing Date	December 18, 2019	

DETERMINATION OF OFFER PRICE

The Offer Bonds shall be issued at 100% of principal amount or face value.

CAPITALIZATION

As at September 30, 2019, the authorized capital stock of the Issuer is ₱18,000,000,000.00, divided into 17,900,000,000 common shares with ₱1.00 par value per share and 10,000,000,000 preferred shares with ₱0.01 par value per share.

The following table sets forth the consolidated capitalization and indebtedness of the Issuer as at June 30, 2019 and as adjusted to give effect to the issuance of the Offer Bonds. This table should be read in conjunction with the Issuer's interim unaudited condensed consolidated financial statements as at September 30, 2019 and notes thereto.

Capitalization without the Oversubscription Option at Issue Size of ₱5,000,000,000.00:

	Unaudited As of 30 September 2019	Adjustments	Unaudited As of 30 September 2019
LIABILITIES AND EQUITY			
Current Liabilities			
Accounts and other payables	16,649.64		16,649.64
Security Deposits	1,543.09		1,543.09
Customers' advances and deposits			-
Income tax payable	45.29		45.29
Dividend payable	3,229.35		3,229.35
Current portion of:			-
Contract liabilities	1,638.73		1,638.73
Notes payable	5,523.97		5,523.97
Bank loans	5,227.99		5,227.99
Loans payable	84.73		84.73
Lease Liabilities	24.16		24.16
Total Current Liabilities	<u>33,966.96</u>		<u>33,966.96</u>
Noncurrent Liabilities			
Contract liabilities - net of current portion	1,079.19		1,079.19
Notes payable - net of current portion	82,655.13	5,000.00	87,655.13
Bank loans - net of current portion	38,087.24		38,087.24
Loans payable - net of current portion	3,349.33		3,349.33
Lease Liabilities	2,722.97		2,722.97
Pension Liabilities	-		-
Deferred tax liabilities - net	5,466.81		5,466.81
Other noncurrent liabilities	3,297.98		3,297.98
Total Noncurrent Liabilities	<u>136,658.65</u>		<u>141,658.65</u>
Total Liabilities	<u>170,625.60</u>		<u>175,625.60</u>
Equity			
Attributable to equity holders of the Parent Company			
Common stock	13,114.14		13,114.14
Preferred stock	33.00		33.00
Additional paid-in capital	30,655.43		30,655.43
Treasury shares	(7,740.26)		(7,740.26)
Retained earnings	58,517.33		58,517.33
Other comprehensive income	564.06		564.06

	<u>95,143.70</u>	<u>95,143.70</u>
Non-controlling interest	<u>2,191.62</u>	<u>2,191.62</u>
Total Equity	<u>97,335.32</u>	<u>97,335.32</u>
Total Capitalization	<u>267,960.92</u>	<u>272,960.92</u>

Capitalization with full exercise of the Oversubscription Option at Issue Size of ₱10,000,000,000.00:

	Unaudited As of 30 September 2019	Adjustments	Unaudited As of 30 September 2019
LIABILITIES AND EQUITY			
Current Liabilities			
Accounts and other payables	16,649.64		16,649.64
Security Deposits	1,543.09		1,543.09
Customers' advances and deposits			-
Income tax payable	45.29		45.29
Dividend payable	3,229.35		3,229.35
Current portion of:			-
Contract liabilities	1,638.73		1,638.73
Notes payable	5,523.97		5,523.97
Bank loans	5,227.99		5,227.99
Loans payable	84.73		84.73
Lease Liabilities	24.16		24.16
Total Current Liabilities	33,966.96		33,966.96
Noncurrent Liabilities			
Contract liabilities - net of current portion	1,079.19		1,079.19
Notes payable - net of current portion	82,655.13	10,000.00	92,655.13
Bank loans - net of current portion	38,087.24		38,087.24
Loans payable - net of current portion	3,349.33		3,349.33
Lease Liabilities	2,722.97		2,722.97
Pension Liabilities	-		-
Deferred tax liabilities - net	5,466.81		5,466.81
Other noncurrent liabilities	3,297.98		3,297.98
Total Noncurrent Liabilities	136,658.65		146,658.65
Total Liabilities	170,625.60		180,625.60
Equity			
Attributable to equity holders of the Parent Company			
Common stock	13,114.14		13,114.14
Preferred stock	33.00		33.00
Additional paid-in capital	30,655.43		30,655.43
Treasury shares	(7,740.26)		(7,740.26)
Retained earnings	58,517.33		58,517.33
Other comprehensive income	564.06		564.06
	95,143.70		95,143.70
Non-controlling interest	2,191.62		2,191.62
Total Equity	97,335.32		97,335.32
Total Capitalization	267,960.92		277,960.92

USE OF PROCEEDS

VLL expects that without the Oversubscription Option (after deduction of fees, commissions, and expenses), the net proceeds of the Offer shall amount to approximately ₱4,918,911,281.25. Assuming the Oversubscription Option of up to ₱5,000,000,000.00 is fully exercised, VLL expects total net proceeds of approximately ₱9,856,411,281.25 after fees, commissions, and expenses.

Net proceeds from the Offer are estimated to be at least as follows:

Without the Oversubscription Option: ₱5.0 Billion Issue Size

	Total
Estimated proceeds from the sale of Offer Bonds	₱5,000,000,000.00
Less: Estimated expenses	
A. Upfront expenses	
Underwriting fee	₱25,000,000.00
Documentary stamp tax	37,500,000.00
SEC Registration Fee and Legal Research Fee	2,761,718.75
Publication fee	150,000.00
Rating agency fee	3,360,000.00
Professional fees (excluding OPE)	8,100,000.00
PDEX listing application fee	100,000.00
Registry and Paying Agency account opening fee	100,000.00
Marketing expenses and signing ceremony expenses	300,000.00
Total upfront expenses	₱77,371,718.75
B. Annual expenses	
Monitoring fee of rating agency	392,000.00
Trustee	225,000.00
Registry	200,000.00
Listing maintenance fee	150,000.00
Paying agent	2,750,000.00
Total Annual Expenses	₱ 3,717,000.00
	₱4,918,911,281.25
Estimated net proceeds	

With Full Exercise of Oversubscription Option: ₱10.0 Billion Issue Size

	Total
Estimated proceeds from the sale of Offer Bonds	₱10,000,000,000.00
Less: Estimated expenses	
A. Upfront expenses	
Underwriting fee	₱50,000,000.00
Documentary stamp tax	75,000,000.00
SEC Registration fee and legal research fee	2,761,718.75
Publication fee	150,000.00
Rating agency fee	3,360,000.00
Professional fees (excluding OPE)	8,100,000.00
PDEX listing application fee	100,000.00

Registry and Paying Agency account opening fee	100,000.00
Marketing expenses and signing ceremony expenses	300,000.00
Total upfront expenses	₱139,871,718.75
B. Annual expenses	
Monitoring fee of rating agency	392,000.00
Trustee	225,000.00
Registry	200,000.00
Listing maintenance fee	150,000.00
Paying agent	2,750,000.00
Total annual expenses	₱3,717,000.00
Estimated net proceeds	₱ 9,856,411,281.25

The net proceeds of the Offer Bonds shall be distributed by the Company to Vistamalls, Inc., Communities Philippines, Inc. and Vista Residences, Inc. through advances to be made within six (6) months from receipt by the Company of such proceeds. Such advances to these entities may, thereafter, be converted to equity or retained as debt, at the discretion of the Board of Directors of the Company, upon completion of the project or on such other time as may be appropriate taking into consideration their capital requirements, financial position, and business operations. The net proceeds shall be used to partially fund the construction and completion of various malls, redevelopment of existing malls and the construction of condominium projects, as well as for general corporate purposes.

The net proceeds from the Offer will be allocated as follows:

Project	Area	G/CFA	Construction Timeline	Total Project Cost (PhpM)	Cost to Complete (PhpM)	Use of Proceeds (PhpM)
New malls						
Vistamall San Ildefonso	Bulacan	8,000	Q1 2019 - Q1 2020	200.00	120.00	120.00
Vistamall Koronadal	South Cotabato	8,000	Q1 2019 - Q1 2020	200.00	120.00	120.00
Vistamall GenSan	General Santos	8,000	Q1 2019 - Q1 2020	200.00	120.00	120.00
Vistamall Bulakan	Bulacan	10,500	Q2 2019 - Q2 2020	262.50	157.50	157.50
Vistamall Solano	Nueva Vizcaya	8,000	Q1 2020 - Q3 2020	200.00	200.00	200.00
Vistamall Zamboanga	Zamboanga	8,000	Q1 2020 - Q3 2020	200.00	200.00	200.00
Vistamall Tuguegarao	Cagayan	10,500	Q1 2020 - Q3 2020	262.50	262.50	262.50
Vistamall Mactan	Cebu	8,000	Q1 2020 - Q3 2020	200.00	200.00	200.00
		69,000		1,725.00	1,380.00	1,380.00
Redevelopment of existing malls						
Starmall EDSA	Mandaluyong	70,000	Q1 2020 - Q4 2020	400.00	400.00	400.00
Starmall Alabang	Muntinlupa	159,600	Q1 2020 - Q4 2020	500.00	500.00	500.00
Starmall San Jose del Monte	Bulacan	90,100	Q1 2020 - Q4 2020	300.00	300.00	300.00
Vistamall Pampanga	Pampanga	33,600	Q1 2020 - Q4 2020	300.00	300.00	300.00
		353,300		1,500.00	1,500.00	1,500.00
High-rise buildings						
Spectrum	Pasig	27,800	Q1 2019 - Q3 2022	1,665.07	1,642.37	963.02

Tennyson Heights	Manila	5,900	Q3 2018 - Q3 2020	350.39	283.99	283.99
		33,700		2,015.46	1,926.36	1,247.02
Sub-total of projects						4,127.02
General corporate purposes						791.90
TOTAL						4,918.91

**GFA for investment properties; CFA for condominium*

The proceeds from the exercise of the oversubscription option shall be used to fund the construction and completion of various malls, the redevelopment of existing malls and, the construction of condominium projects, as well as for general corporate purposes.

The net proceeds from the Offer with the oversubscription option will be allocated as follows:

Project	Area	G/CFA	Construction Timeline	Total Project Cost (PhpM)	Cost to Complete (PhpM)	Use of Proceeds (PhpM)
New malls						
Vistamall San Ildefonso	Bulacan	8,000	Q1 2019 - Q1 2020	200.00	120.00	120.00
Vistamall Koronadal	South Cotabato	8,000	Q1 2019 - Q1 2020	200.00	120.00	120.00
Vistamall GenSan	General Santos	8,000	Q1 2019 - Q1 2020	200.00	120.00	120.00
Vistamall Bulakan	Bulacan	10,500	Q2 2019 - Q2 2020	262.50	157.50	157.50
Vistamall Solano	Nueva Vizcaya	8,000	Q1 2020 - Q3 2020	200.00	200.00	200.00
Vistamall Zamboanga	Zamboanga	8,000	Q1 2020 - Q3 2020	200.00	200.00	200.00
Vistamall Tuguegarao	Cagayan	10,500	Q1 2020 - Q3 2020	262.50	262.50	262.50
Vistamall Mactan	Cebu	8,000	Q1 2020 - Q3 2020	200.00	200.00	200.00
		69,000		1,725.00	1,380.00	1,380.00
Redevelopment of existing malls						
Starmall EDSA	Mandaluyong	70,000	Q1 2020 - Q4 2020	400.00	400.00	400.00
Starmall Alabang	Muntinlupa	159,600	Q1 2020 - Q4 2020	500.00	500.00	500.00
Starmall San Jose del Monte	Bulacan	90,100	Q1 2020 - Q4 2020	300.00	300.00	300.00
Vistamall Pampanga	Pampanga	33,600	Q1 2020 - Q4 2020	300.00	300.00	300.00
		353,300		1,500.00	1,500.00	1,500.00
Mid-rise buildings						
CoHo Soleia	Butuan	5,000	Q1 2020 - Q4 2020	206.12	206.12	206.12
CoHo The Frontera	Davao	5,300	Q1 2020 - Q2 2021	199.07	199.07	155.94
CoHo Olvera	Bacolod	4,700	Q1 2020 - Q3 2020	165.76	165.76	165.76
CoHo Verdant	Palawan	5,600	Q3 2019 - Q3 2020	242.83	242.83	242.83
		20,600		813.79	813.79	770.66
High-rise buildings						
Encore	Quezon City	34,100	Q2 2019 - Q1 2022	1,498.57	1,498.57	957.42
Spectrum	Pasig	27,800	Q1 2019 - Q3 2022	1,665.07	1,642.37	963.02
Hawthorne Heights	Quezon City	43,700	Q4 2018 - Q4 2022	2,159.02	2,077.16	1,177.06
Plumeria Heights	Manila	50,300	Q1 2019 - Q3 2023	2,309.24	2,262.36	1,183.97
Tennyson Heights	Manila	5,900	Q3 2018 - Q3 2020	350.39	283.99	283.99
		161,800		7,982.28	7,764.45	4,565.46
Sub-total of projects						8,216.12

General corporate purposes						1,640.29
TOTAL						9,856.41

**GFA for investment properties; CFA for condominium*

The indicative timing of the disbursement of the net proceeds, including the proceeds from the oversubscription shall be as follows:

Project	1Q 2020	2Q 2020	3Q 2020	4Q 2020	TOTAL
New malls					
Vistamall San Ildefonso	120.00				120.00
Vistamall Koronadal	120.00				120.00
Vistamall GenSan	120.00				120.00
Vistamall Bulakan	78.75	78.75			157.50
Vistamall Solano	66.67	66.67	66.67		200.00
Vistamall Zamboanga	66.67	66.67	66.67		200.00
Vistamall Tuguegarao	87.50	87.50	87.50		262.50
Vistamall Mactan	66.67	66.67	66.67		200.00
	726.25	366.25	287.50		1,380.00
Redevelopment of existing malls					
Starmall EDSA	100.00	100.00	100.00	100.00	400.00
Starmall Alabang	125.00	125.00	125.00	125.00	500.00
Starmall San Jose del Monte	75.00	75.00	75.00	75.00	300.00
Vistamall Pampanga	75.00	75.00	75.00	75.00	300.00
	375.00	375.00	375.00	375.00	1,500.00
Mid-rise buildings					
CoHo Soleia	105.64	33.50	33.50	33.50	206.12
CoHo The Frontera	91.24	21.57	21.57	21.57	155.94
CoHo Olvera	93.93	35.91	35.91		165.76
CoHo Verdant	137.60	52.61	52.61		242.83
	428.42	143.59	143.59	55.06	770.66
High-rise buildings					
Encore	632.73	108.23	108.23	108.23	957.42
Spectrum	671.88	97.05	97.05	97.05	963.02
Hawthorne Heights	839.52	112.51	112.51	112.51	1,177.06
Plumeria Heights	889.86	98.04	98.04	98.04	1,183.97
Tennynson Heights	160.93	61.53	61.53		283.99
	3,194.92	477.36	477.36	415.83	4,565.46
TOTAL	4,724.58	1,362.20	1,283.45	845.89	8,216.12

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

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

Except for the underwriting fees, issue management fees and expenses related to the Offer Bonds, no amount of the proceeds will be utilized to pay any outstanding financial obligations to the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners. Please see section on "Plan of Distribution".

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

the bondholders in writing at least 30 days before such deviation, adjustment or reallocation is implemented.

PLAN OF DISTRIBUTION

THE OFFER BONDS

On July 18, 2017, the SEC issued an Order rendering effective the Registration Statement of the Company in connection with the offer and sale to the public of the Existing Shelf Bonds to be issued in one or more tranches within a three-year period from the effective date of the same Registration Statement. On August 7, 2017, the Company issued from the Shelf Bonds the Series A Bonds due 2024 and the Series B Bonds due 2027 in the aggregate principal amount of ₱5,000,000,000. On December 21, 2018, the Company issued out of the Existing Shelf Bonds the Series C Bonds due 2023 and Series D Bonds due 2025 in the aggregate principal amount of ₱10,000,000,000.

On November 28, 2019, the SEC issued an Order rendering effective the Registration Statement of the Company in connection with the offer and sale to the public of the New Shelf Bonds to be issued in one or more tranches within the Shelf Period.

The Offer Bonds (which are subject of this Offer Supplement and consisting of Series E Bonds) will be issued with an aggregate principal amount of up to ₱10,000,000,000. The Oversubscription Option once exercised during the Offer Period, shall be deemed firmly underwritten by the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners. After the issuance of the Bonds, the remaining amount shall be lodged under a shelf registration and may be issued in one or more tranches within the Shelf Period. However, in case the Oversubscription Option is partly exercised or not exercised at all during the Offer Period, the New Shelf Bonds will be automatically increased by such principal amount of Offer Bonds that will not be taken up. Hence, after the Offer, the remaining New Shelf Bonds may potentially increase to an aggregate principal amount of up to ₱30,000,000,000.00, which may be issued in tranches within the Shelf Period. The SEC is expected to issue the corresponding Permit to Sell Securities covering the Offer Bonds.

THE UNDERWRITERS OF THE OFFER

China Bank Capital Corporation, PNB Capital and Investment Corporation, and SB Capital Investment Corporation, pursuant to an Issue Management and Underwriting Agreement with VLL executed on November 27, 2019 (the “Underwriting Agreement”), have agreed to act as the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners for the Offer and as such, distribute and sell the Offer Bonds at the Offer Price, and have also committed to underwrite the Firm Bonds on a firm basis subject to the satisfaction of certain conditions and in consideration of an underwriting fee equivalent to 0.50% of gross proceeds.

There is no arrangement for the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners to return to VLL any unsold Offer Bonds. The Underwriting Agreement may be terminated in certain circumstances prior to payment of the net proceeds of the Offer Bonds being made to VLL. There is no arrangement giving the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners the right to designate or nominate member(s) to the Board of Directors of VLL.

Each of the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners is duly licensed by the SEC to engage in underwriting or distribution of the Offer Bonds. The Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners may, from time to time, engage in transactions with and perform services in the ordinary course of its business for VLL.

None of the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners has any direct relations with VLL in terms of ownership by either of their respective major stockholder/s.

SALE AND DISTRIBUTION

The distribution and sale of the Offer Bonds shall be undertaken by the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners who shall sell and distribute the Offer Bonds to third party buyers/investors. Nothing herein shall limit the rights of the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners to purchase the Offer Bonds for their own account.

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

OFFER PERIOD

The Offer Period shall commence at 9:00 a.m. on November 29, 2019 and end at 5:00 pm on December 10, 2019.

APPLICATION TO PURCHASE

Applicants may purchase the Offer Bonds during the Offer Period by submitting to any of the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners or any selling agent, as applicable, properly completed Applications to Purchase, together with two signature cards, and the full payment of the purchase price of the Bonds in the manner provided in said Application to Purchase.

Corporate and institutional applicants must also submit, in addition to the foregoing, a copy of their SEC Certificate of Registration, Articles of Incorporation, By-Laws, and the appropriate authorization by their respective boards of directors and/or committees or bodies relative to the purchase of the Offer Bonds and designating the authorized signatory(ies) thereof.

Individual applicants must also submit, in addition to accomplished Application to Purchase and its required attachments, a photocopy of any one of the following identification cards ("ID"), subject to verification with the original ID: passport, driver's license, postal ID, company ID, SSS/GSIS ID and/or Senior Citizen's ID.

An Applicant who is claiming exemption from any applicable tax, or entitlement to preferential tax rates shall, in addition to the requirements set forth above, be required to submit the following requirements to any of the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners (together with their respective Applications to Purchase), 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 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;
- (ii) with respect to tax treaty relief, three (3) originals of a duly accomplished valid, current and subsisting CORTT Form or the prescribed certificate of residence of their country together with the CORTT Form as required under BIR Revenue Memorandum Order No. 8-2017 and/or three (3) originals of the duly notarized and consularized, if executed outside of the Philippines, Special Power of Attorney executed by the applicant or Bondholder in favor of its authorized representative (if the CORTT Form and other documents are accomplished by an authorized representative) and confirmation acceptable to the Issuer that the Bondholder is not doing business in the Philippines to support the applicability of a tax treaty relief; and (b) for subsequent interests due, three (3) originals of Part II (D) of the CORTT Form shall be submitted by the Bondholder to the Issuer (through the Registrar) no later than the 1st day of the month when such 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 Bondholder, who has personal knowledge of the exemption based on his official functions, if the Applicant purchases, or the Bondholder holds, the Offer 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 Offer 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 free and harmless against any claims, actions, suits, and liabilities resulting from the non-withholding or incorrect withholding of the required tax; and
- (iv) such other documentary requirements as may be required under the applicable regulations of the relevant taxing or other authorities which for purposes of claiming tax treaty withholding rate benefits, shall include evidence of the applicability of a tax treaty and consularized proof of the Bondholder's legal domicile in the relevant treaty state, and confirmation acceptable to the Issuer that the Bondholder is not doing business in the Philippines; provided that the Issuer, the Registrar and the Paying Agent 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 claiming the benefit of any exemption of reasonable evidence of such exemption to the Registrar and Paying Agent.

The purchase price for each Offer Bond which is equal to the face amount of such Offer Bond (the “**Purchase Price**”) is payable in full upon submission of the duly executed Application to Purchase. Payments of the Purchase Price shall be made either in checks or appropriate debit instructions or payment instructions made out to the order of any of the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners or selling agent. All payments must be made or delivered to any of the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners or selling agent to whom the Application to Purchase is submitted.

Completed Applications to Purchase and corresponding payments must reach the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners prior to the end of the Offer Period, or such earlier date as may be specified by the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners. Acceptance by the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners of the completed Application to Purchase shall be subject to the availability of the Offer Bonds and the acceptance by VLL. In the event that any check payment is returned by the drawee bank for any reason whatsoever or the nominated bank account to be debited is invalid, the Application to Purchase shall be automatically canceled and any prior acceptance of the Application to Purchase is deemed revoked.

MINIMUM PURCHASE

A minimum purchase of Fifty Thousand Pesos (₱50,000.00) shall be considered for acceptance. Purchases in excess of the minimum shall be in multiples of Ten Thousand Pesos (₱10,000.00).

ALLOTMENT OF THE BONDS

If the Offer Bonds are insufficient to satisfy all Applications to Purchase, the available Offer Bonds shall be allotted in accordance with the chronological order of submission of properly completed and appropriately accomplished Applications to Purchase on a first-come, first-served basis, without prejudice and subject to VLL’s exercise of its right of rejection.

ACCEPTANCE OF APPLICATIONS

VLL and the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners reserve the right to accept or reject applications to subscribe in the Offer Bonds, and in case of oversubscription, allocate the Offer Bonds available to the applicants in a manner they deem appropriate. If any application is rejected or accepted in part only, the application money or the appropriate portion thereof will be returned without interest by the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners.

REFUNDS

If any application is rejected or accepted in part only, the application money or the appropriate unused portion thereof shall be returned without interest to such applicant through any of the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners with whom such application to purchase the Offer Bonds was made.

PAYMENTS

The Paying Agent shall open and maintain a Payment Account, which shall be operated solely and exclusively by said Paying Agent in accordance with the Registry and Paying Agency Agreement and the PDTC Rules, provided that beneficial ownership of the Payment Account shall always remain with the Bondholders. The Payment Account shall be used exclusively for the payment of the relevant interest and principal on each Payment Date.

The Paying Agent shall maintain the Payment Account for six (6) months from the relevant Maturity Date or Early Redemption Option Date or date of early redemption other than the Early Redemption Option Date. Upon closure of the Payment Account, any balance remaining in such Payment Account shall be returned to the Issuer and shall be held by the Issuer in trust and for the irrevocable benefit of the Bondholders with unclaimed interest and principal payments.

PURCHASE AND CANCELLATION

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

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

SECONDARY MARKET

VLL intends to list the Offer Bonds in the PDEX. VLL may purchase the Bonds at any time without any obligation to make pro-rata purchases of Bonds from all Bondholders.

REGISTRY OF BONDHOLDERS

The Offer Bonds shall be issued in scripless form and shall be registered in the scripless Electronic Registry of Bondholders maintained by the Registrar. Master Bond Certificates representing the Offer Bonds sold in the Offer shall be issued to and registered in the name of the Trustee, on behalf of the Bondholders.

Legal title to the Bonds shall be shown in the Electronic Registry of Bondholders to be maintained by the Registrar. Initial placement of the Bonds and subsequent transfers of interests in the Bonds shall be subject to applicable prevailing Philippine selling restrictions. The names and addresses of the Bondholders and the particulars of the Bonds held by them and of all transfers of Bonds shall be entered into the Electronic Registry of Bondholders. Transfers of ownership shall be effected through book-entry transfers in the scripless Electronic Registry of Bondholders.

DESCRIPTION OF THE OFFER BONDS

The following does not purport to be a complete listing of all the rights, obligations, or privileges of the Offer Bonds. Some rights, obligations, or privileges may be further limited or restricted by other documents. Prospective investors are enjoined to carefully review the Articles of Incorporation, By-Laws and resolutions of the Board of Directors of VLL, the information contained in the Prospectus, the Trust Agreement, and the other Bond Agreements or other agreements relevant to the Offer such as the Application to Purchase, and to perform their own independent investigation and analysis of the Issuer and the Offer Bonds. Prospective Bondholders must make their own appraisal of the Issuer and the Offer, and must make their own independent verification of the information contained herein and the other aforementioned documents and any other investigation they may deem appropriate for the purpose of determining whether to participate in the Offer. They must not rely solely on any statement or the significance, adequacy or accuracy of any information contained herein. The information and data contained herein are not a substitute for the prospective investor's independent evaluation and analysis. Prospective Bondholders are likewise encouraged to consult their legal counsels and accountants in order to be better advised of the circumstances surrounding the Offer Bonds.

GENERAL

The Offer Bonds shall be issued from the remaining ₱5,000,000,000 Existing Shelf Bonds and the ₱30,000,000,000 New Shelf Bonds. The Offer Bonds will be issued on December 18, 2019 (the “**Issue Date**”) and will comprise of fixed rate bonds with a term of five years and six months, and which shall be due in 2025 (the “**Series E Bonds**”).

The Offer Bonds are constituted by a Trust Indenture executed on November 27, 2019 (the “**Trust Indenture**”) between the Issuer and China Banking Corporation – Trust and Asset Management Group (the “**Trustee**”, which term shall, wherever the context permits, include all other persons or companies for the time being acting as trustee or trustees under the Trust Indenture). The description of the terms and conditions of the Offer Bonds set out below includes summaries of, and is subject to, the detailed provisions of the Trust Indenture and the Registry and Paying Agency Agreement executed on November 27, 2019 (the “**Registry and Paying Agency Agreement**”) among the Issuer, the Registrar, and the Paying Agent.

PDTC has no interest in or relation to the Issuer which may conflict with its roles as Registrar and as Paying Agent for the Offer.

Copies of the Trust Indenture and the Registry and Paying Agency Agreement are available for inspection during normal business hours at the specified offices of the Trustee and the Registrar. The holders of the Bonds (the “**Bondholders**”) are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Indenture 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 Offer Bonds shall be in scripless form, and shall be issued, in denominations of Fifty Thousand Pesos (₱50,000.00) each, as a minimum, and in multiples of Ten Thousand Pesos (₱10,000.00) thereafter and traded in denominations of Ten Thousand Pesos (₱10,000.00) in the secondary market.

(b) Title

The beneficial interest to the Bonds shall be shown on and recorded in the Register of Bondholders maintained by the Registrar. A notice confirming the principal amount of the Bonds purchased by each applicant in the Offer shall be issued by the Registrar to all Bondholders following the Issue Date. Upon any assignment, title to the Bonds shall pass by recording the transfer from a transferor to the transferee in the Register of Bondholders maintained by the Registrar. Settlement in respect of such transfer or change of title to the Bonds, including the settlement of any cost arising from such transfers, including, but not limited to, documentary stamps taxes, if any, arising from subsequent transfers, shall be for the account of the relevant Bondholder.

(c) Bond Rating

The Issuer has been rated AAA by CRISP. Issuers rated AAA reflect the strongest capacity to repay debt obligations. CRISP has also assigned a stable outlook on the Issuer. The ratings reflect the following factors:

- The Company's leadership in the low-cost and affordable housing market.
- The Company's excellent financial performance.
- The Company's strong management and a successful operating model.

AAA is the highest rating assigned by CRISP.

CRISP's ratings are based on available information and projections at the time that the rating review was performed. The rating is subject to regular annual reviews, or more frequently as market developments may dictate, for as long as the Bonds are outstanding. CRISP shall continuously monitor developments relating to the Issuer and may change the ratings at any time, should circumstances warrant a change. After Issue Date, the Trustee shall monitor the compliance of the Bonds with the regular annual reviews.

The Bonds have been likewise rated PRS Aaa by PhilRatings, considering the Issuer's business portfolio, business plans, growth prospectus and cash flows. PRS Aaa is the highest rating assigned by PhilRatings. Obligations rated PRS Aaa are of the highest quality with minimal credit risk. The Issuer's capacity to meet its financial commitment on the obligation is extremely strong. PhilRatings has also assigned a stable outlook on the Issuer. The ratings reflect the following factors:

- The company's well-diversified portfolio.
- The company's continuously growing profitability with strong margins and its ability to generate cash flows from operations
- The favorable industry outlook, backed by resilient and growing demand.

The ratings are subject to annual review, or more frequently as market developments may dictate, for as long as the Bonds are outstanding. After the Issue Date, the trustee shall monitor the Compliance of the Bonds with the regular annual reviews.

2. Transfer of Bonds

(a) Register of Bondholders

The Issuer shall cause the Register of Bondholders to be kept by the Registrar, in electronic form. The names and addresses of the Bondholders and the particulars of the Bonds held by them and of all transfers of Bonds shall be entered into the Register of Bondholders. Transfer of ownership shall be effected through the book-entry transfers in the scripless Registry of Bondholders.

As required by Circular No. 428-04 issued by the *Bangko Sentral ng Pilipinas*, the Registrar shall send each Bondholder a written statement of registry holdings at least quarterly (at the cost of the Issuer) and a written advice confirming every receipt or transfer of the Bonds that is effected in the Registrar's system (at the cost of the relevant Bondholder). Such statement of registry holdings shall serve as the confirmation of ownership of the relevant Bondholder as of the date thereof. Save in the case of manifest error or fraud, the foregoing written statement of registry holdings shall be final and binding on the Bondholder. The Bondholder shall examine such statement and promptly (and in no case more than thirty (30) days from receipt thereof) notify the Registrar in writing of any error and they shall together resolve to correct such error promptly (and in no case more than five (5) Business Days from receipt of the notice by the Registrar), failing which such transaction advice, statement or report shall be conclusive against the Bondholder. Any requests of Bondholders for certifications, reports or other documents from the Registrar, except as provided herein, shall be for the account of the requesting Bondholder. No transfers of the Bonds may be made during the period commencing on a Record Date as defined in the section on "*Interest Payment Date*."

(b) Transfers; Tax Status

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

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

- (a) Transfers across Tax Categories shall not be allowed except on Interest Payment Dates that fall on a business day, provided however that transfers from a Tax-Exempt Category to a Taxable Tax Category on a non-Interest Payment Date shall be allowed using the applicable 20% tax rate, ensuring the computations are based on the final withholding tax rate of the taxable party to the trade. Should this transaction occur, the tax-exempt entity shall be treated as being of the same Tax Category as its taxable counterpart for the interest period within which such transfer occurred. For purposes of the Trust Indenture, “Tax Categories” refer to the four (4) final withholding tax categories covering, particularly, tax-exempt entities, 20% tax-withheld entities, 25% tax-withheld entities, and 30% tax-withheld entities. This restriction shall be in force until a Non-Restricted Trading & Settlement Environment for Corporate Securities is implemented;
- (b) transfers by Bondholders with deficient documents; and
- (c) transfers during a Closed Period. For purposes of the Trust Indenture, “Closed Period” means the period during which the Registrar shall not register any transfer or assignment of the Bonds, specifically: (i) the period of two (2) Business Days preceding any Interest Payment Date or the due date for any payment of the final redemption amount of the Bonds; or (ii) the period when any of the Bonds have been previously called for redemption.

Transfers taking place in the Registry of Bondholders after the Bonds are listed in PDEX may be allowed between taxable and tax-exempt entities without restriction and observing the tax exemption of tax-exempt entities, if and/or when so allowed under and in accordance with the relevant rules, conventions and guidelines of PDEX and PDTC.

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

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

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

(c) Registrar

For transfers and record updates, notices and communication with the Registrar may be made thru the following:

Philippine Depository & Trust Corporation	
Attention:	Josephine F. Dela Cruz
Address:	37th Floor, Enterprise Center Tower I Ayala Avenue, Makati City, Metro Manila
Telephone no.:	(632) 8884-4425
Fax no.:	(632) 8757-6025
E-mail:	baby_delacruz@pds.com.ph

(d) Secondary Trading of the Bonds

The Issuer intends to list the Bonds in PDEX for secondary market trading. The Bonds will be traded in a minimum board lot size of ₱10,000.00 as a minimum, and in multiples of ₱10,000.00 in excess thereof for

as long as any of the Bonds are listed on PDEX. Secondary market trading in PDEX shall follow the applicable PDEX rules, conventions, and guidelines governing trading and settlement between bondholders of different tax status and shall be subject to the relevant fees of PDEX and PDTC, all of which shall be for the account of the Bondholders.

3. Ranking

The Bonds constitute direct, unconditional, unsubordinated, general, and unsecured obligations of the Issuer to the Bondholders, enforceable according to the terms and conditions thereof. The obligations of the Issuer shall at all times rank at least *pari passu* in all respects with all other unsecured obligations of the Issuer, except for any obligation enjoying a statutory preference or priority established under Philippine laws, including but not limited to preferred claims under any bankruptcy, insolvency, reorganization, moratorium, liquidation, or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity, other than the preference or priority established by Article 2244, paragraph 14(a), of the Civil Code of the Philippines, as the same may be amended.

4. Interest

(a) Interest Payment Date

The Series E Bonds bear interest on its principal amount from and including Issue Date at the fixed rate of 5.6992% per annum, payable quarterly in arrears on March 18, June 18, September 18, and December 18 of each year while the Bonds are outstanding (each of which, for purposes of this section is an "Interest Payment Date") commencing on March 18, 2020 or the subsequent Business Day, without adjustment for accrued interest, if such Interest Payment Date is not a Business Day. The last Interest Payment Date shall fall on the relevant Maturity Date. Should the Issue Date fall on a date other than December 18, 2019, the Interest Payment Dates shall be adjusted accordingly, subject to the requirements of PDEX.

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

(b) Interest Accrual

Each Bond shall cease to bear interest, net of applicable withholding taxes, from and including the relevant Maturity Date, as defined in the discussion on "*Final Redemption*", unless, upon due presentation, payment of the principal in respect of the Bond then outstanding is not made, is improperly withheld or refused, in which case the Penalty Interest (see "*Penalty Interest*") shall apply.

(c) Determination of Interest Amount

The interest shall be calculated on the basis of a European 30/360-day count.

5. Early Redemption Option

(a) Early Redemption Option

The Issuer shall have the right, but not the obligation, to redeem in whole (and not in part), the outstanding Bonds on the following relevant dates. The amount payable to the Bondholders upon the exercise of the Early Redemption Option by the Issuer shall be calculated, based on the principal amount of Bonds being redeemed, as the sum of:

- (i) accrued interest computed from the last Interest Payment Date up to the relevant Early Redemption Option Date; and
- (ii) the product of the principal amount of the Bonds being redeemed and the Early Redemption Price in accordance with the following schedule:

	Early Redemption Date	Early Redemption Price
Series E Bonds	Third (3 rd) Anniversary	101.0%

	from Issue Date	
	Fourth (4 th) Anniversary from Issue Date	100.5%

(b) Exercise of an Early Redemption Option

The Issuer shall give no less than thirty (30) nor more than sixty (60) days prior written notice of its intention to redeem the Bonds to the Trustee, which notice shall be irrevocable and binding upon the Issuer to effect such early redemption of the Bonds on the Early Redemption Option Date stated in such notice.

6. Redemption and Purchase

(a) Final Redemption

The Bonds shall be redeemed at 100% of face value, plus any outstanding interest, on their respective Maturity Dates, unless earlier redeemed by the Company.

(b) Redemption for Taxation Reasons

If payments under the Bonds become subject to additional or increased taxes other than the taxes and rates of such taxes prevailing on the Issue Date as a result of certain changes in law, rule or regulation, or in the interpretation thereof, and such additional or increased rate of such tax cannot be avoided by use of reasonable measures available to the Issuer, the Issuer may redeem the Bonds in whole, but not in part, (having given not more than sixty (60) nor less than thirty (30) days' prior written notice to the Trustee) at par plus accrued interest, net of applicable withholding taxes.

Upon receipt by the Trustee of a redemption notice from the Issuer pursuant to the Trust Indenture, the Trustee shall secure from the Registrar an updated list of Bondholders as of the Record Date indicated in the notice and the Trustee shall transmit the same notice to all registered Bondholders of the intended redemption.

(c) Purchase and Cancellation

The Issuer may at any time, purchase any of the Bonds in the open market or by tender or by contract, in accordance with PDEX Rules, as may be amended from time to time, without any obligation to purchase (and the Bondholders shall not be obliged to sell) Bonds pro-rata from all Bondholders. Any Bonds so purchased shall be redeemed and cancelled and may not be re-issued. Upon listing of the Bonds on PDEX, the Issuer shall disclose any such transactions in accordance with the applicable PDEX disclosure rules.

(d) Change in Law or Circumstance

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

- (i) Any government and/or non-government consent, license, authorization, registration or approval now or hereafter necessary to enable the Issuer to comply with its obligations under the Trust Indenture or the Bonds shall be modified in a manner which, in the reasonable opinion of the Trustee, shall materially and adversely affect the ability of the Issuer to comply with such obligations, or shall be withdrawn or withheld.
- (ii) Any provision of the Trust Indenture or any of the related documents is or shall become, for any reason, invalid, illegal or unenforceable to the extent that shall become for any reason unlawful for the Issuer to give effect to its rights or obligations under the Trust Indenture, or to enforce any provisions of the Trust Indenture or any of the related documents in whole or in part, or any law shall be introduced to prevent or restrain the performance by the parties of their obligations under the Trust Indenture or any other related documents.
- (iii) Any concessions, permits, rights, franchise or privileges required for the conduct of the business and operations of the Issuer shall be revoked, canceled or otherwise terminated, or the free and continued use and exercise thereof shall be curtailed or prevented, in such manner as to constitute a Material Adverse Effect.

- (iv) The Republic of the Philippines or any competent authority thereof takes any action to suspend the whole or a substantial portion of the operations of the Issuer and to condemn, seize, nationalize or appropriate (either with or without compensation) the Issuer or any material portion of its properties or assets, unless such act, deed or proceedings are contested in good faith by the Issuer or the same does not constitute a Material Adverse Effect.

In the event the Issuer should invoke the foregoing provisions of the Trust Indenture, 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 Bonds in whole, but not in part, on any Banking Day (having given not more than sixty (60) nor less than thirty (30) days' notice to the Trustee) at par plus accrued interest.

The Trustee shall secure from the Registrar an updated list of Bondholders as of the Record Date indicated in the notice and the Trustee shall transmit the same notice to all registered Bondholders.

7. Payments

The principal of, interest on, and all other amounts payable on the Bonds shall be paid to the Bondholders through the Paying Agent. The Paying Agent shall credit the proper amounts received from the Issuer, net of final taxes and fees (if any) to the cash settlement accounts designated by each of the Bondholders. The principal of, and interest on, the Bonds shall be payable in Philippine Pesos.

The Issuer shall ensure that so long as any of the Bonds remains outstanding, there shall at all times be a Paying Agent for the purposes of the Bonds and the Issuer or the Paying Agent may only terminate the appointment of the Paying Agent as provided in the Registry and Paying Agency Agreement. In the event the appointed office of any institution shall be unable or unwilling to continue to act as the Paying Agent, the Issuer shall appoint the Makati City office of such other leading institution in the Philippines authorized to act in its place. The Paying Agent may not resign its duties or be removed without a successor having been appointed.

8. Payment of Additional Amounts; Taxation

Interest income on the Bonds is subject to a final withholding tax at rates of between twenty percent (20%) and thirty percent (30%) depending on the tax status of the relevant Bondholder under relevant law, regulation or tax treaty. Except for such final withholding tax and as otherwise provided, all payments of principal and interest are to be made free and clear of any deductions or withholding for or on account of any present or future taxes or duties imposed by or on behalf of 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) The final withholding tax applicable on interest earned on the Bonds prescribed under the Tax Code, as amended, and its implementing rules and regulations as may be in effect from time to time; provided, that all Bondholders are required to provide the Issuer through the Paying Agent their validly issued tax identification numbers issued by the BIR;
- (b) Gross Receipts Tax under Section 121 of the Tax Code;
- (c) Taxes on the overall income of any securities dealer or Bondholder, whether or not subject to withholding; and
- (d) VAT under Sections 106 to 108 of the Tax Code.

Documentary stamp tax for the primary issue of the Bonds and the execution of the Bond Agreements, if any, shall be for the Issuer's account.

9. Tax-Exempt Status or Entitlement to Preferential Tax Rate

A Bondholder 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, 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 addressed to the relevant applicant or Bondholder, confirming its exemption or entitlement to preferential rate, as required under BIR Revenue Memorandum Circular No. 8-2014 including any clarification, supplement or amendment thereto;
- (ii) with respect to tax treaty relief, three (3) originals of a duly accomplished valid, current and subsisting CORTT Form or the prescribed certificate of residence of their country together with the CORTT Form as required under BIR Revenue Memorandum Order No. 8-2017 and/or three (3) originals of the duly notarized and consularized, if executed outside of the Philippines, Special Power of Attorney executed by the applicant or Bondholder in favor of its authorized representative (if the CORTT Form and other documents are accomplished by an authorized representative) and confirmation acceptable to the Issuer that the Bondholder is not doing business in the Philippines to support the applicability of a tax treaty relief; and (b) for subsequent interests due, three (3) originals of Part II (D) of the CORTT Form shall be submitted by the Bondholder to the Issuer (through the Registrar) no later than the 1st day of the month when such 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 Bondholder, who has personal knowledge of the exemption or entitlement to preferential tax rate based on his official functions, if the Applicant purchases, or the Bondholder holds, the Offer 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 Offer 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, 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 free and harmless against any claims, actions, suits, and liabilities resulting from the non-withholding or incorrect withholding of the required tax; and
- (iv) such other documentary requirements as may be required under the applicable regulations of the relevant taxing or other authorities which for purposes of claiming tax treaty withholding rate benefits, which shall include evidence of the applicability of a tax treaty and consularized proof of the Bondholder's legal domicile in the relevant treaty state, and confirmation acceptable to the Issuer that the Bondholder is not doing business in the Philippines; provided that the Issuer, the Registrar and the Paying Agent 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 claiming the benefit of any exemption of reasonable evidence of such exemption to the Registrar and Paying Agent.

The foregoing requirements shall be submitted, (i) in respect of an initial issuance of Bonds, to the Joint Lead Underwriters who shall then forward the same with the Application to Purchase to the Registrar; or (ii) in respect of a transfer from a Bondholder to a purchaser, to the Registrar upon submission of the account opening documents.

10. Financial Ratios

The Issuer shall maintain, for as long as any of the Bonds remain outstanding, the following financial ratios:

- (i) a Current Ratio of 1.0x;
- (ii) a maximum total Debt-to-Equity Ratio of 2.50x; and
- (iii) a Debt Service Coverage Ratio of not less than 1.0x.

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

“Current Ratio” means current assets over current liabilities.

“Debt” means any indebtedness for or in respect of: (a) monies borrowed; (b) any debenture, bond, note, loan stock, or any similar instrument; (c) any amount raised by acceptance under any acceptance credit facility; (d) any obligation in respect of a standby or documentary letter of credit or any other similar instrument issued by a bank or financial institution; (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis); (f) any amount of any liability under an advance or deferred purchase agreement, if one of the primary reasons behind entering into that agreement is to raise financing or that agreement is in respect of the supply of assets or services; (g) marked to market liability amount of any currency swap, or interest rate swap, cap or collar arrangement, or any other derivative instrument other than those qualified for hedged accounting under the PFRS; (h) any amount raised under any other transaction having the commercial effect of a borrowing, provided that for the avoidance of doubt, perpetual capital securities or similar instruments having an equity accounting treatment under PFRS shall not be considered Debt; and/or (i) any guarantee or indemnity or other assurance against financial loss of any Person, excluding any endorsements for collection or deposit in the ordinary course of business; and/ or (j) all obligations secured by any Lien on any property, whether or not such obligations have been assumed;

“Debt-to-Equity Ratio” means the ratio of current Debt of Issuer against its total equity as shown in the Issuer’s consolidated financial statements.

“Debt Service Coverage Ratio (DSCR)” means the (a) consolidated Issuer and Subsidiaries’ EBITDA divided by (b) the consolidated Issuer and Subsidiaries’ Debt Service; provided that for the years 2019, 2022-2025 and 2027 where substantial principal payments are required, the consolidated EBITDA shall include the beginning balance of investments (which includes short and long term cash investments, available for sale investments, and held to maturity investments) for purposes of computing the Debt Service Coverage Ratio or DSCR, provided further, 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 from the consolidated debt service calculation.

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

“EBITDA” is computed as consolidated net income before interest and other financing charges, provision for income taxes, depreciation and amortization excluding loss on settlement of loans, foreign exchange losses – net and loss on write down of available-for-sale financial assets.

11. Negative Pledge

For as long as any of the Bonds remain outstanding, the Issuer covenants that it shall not, without the prior written consent of the Bondholders who hold, represent or account for more than fifty percent (50%) of the principal amount of the Bonds then outstanding (the “Majority Bondholders”), permit any indebtedness for borrowed money to be secured by or to benefit from any mortgage, pledge, lien or encumbrance constituted on any of the Issuer’s properties for the purpose of securing its or its Affiliate’s obligation (a “Lien”) in favor of any creditor or class of creditors without providing the Bondholders with a Lien, the benefit of which is extended equally and ratably among them to secure the Bonds; provided however that, this restriction shall not prohibit “Permitted Liens,” which are:

- i) Liens for taxes, assessments or governmental charges or levies, including custom duties, on the assets of VLL which are being contested in good faith;
- ii) 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 this Agreement) on any property or asset of VLL, 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;
- iii) 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, tenders, leases, government contracts and similar obligations) and deposits for the payment of rent;

- iv) Liens created on VLL's shareholdings in Subsidiaries or affiliates (whether now existing or acquired hereafter) to secure any debt incurred by such Subsidiaries or affiliates for project financing;
- v) 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 VLL has established adequate reserves on its books in accordance with PAS/PFRS;
- vi) 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 VLL;
- vii) Liens incidental to the normal conduct of the business of VLL or ownership of its properties and which are not incurred in connection with the incurrence of a Debt and which do not in the aggregate materially impair the use of such property in the operation of the business of VLL or the value of such property for the purpose of such business;
- viii) Liens upon tangible personal property (by purchase or otherwise) granted by VLL 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 debt outstanding at the time of the refinancing, and not secured by any other asset other than such property;
- ix) Pre-existing Liens on after-acquired property of VLL;
- x) 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;
- xi) Liens arising over any asset, including, but not limited to assets purchased, leased, or developed in the ordinary course of business, to secure: (i) the payment of the purchase 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 VLL 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 VLL;
- xii) 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;
- xiii) Rights of set-off arising in the ordinary course of business between the VLL and its suppliers, clients or customers;
- xiv) Netting or set-off arrangement entered into by VLL in the ordinary course of business of its banking arrangements for the purpose of netting debt and credit balances;
- xv) Title transfer or retention of title arrangement entered into by VLL in the ordinary course of business;
- xvi) Liens on property of, or on shares of capital stock or debt of, any person existing at the time such person becomes, or becomes a part of, a subsidiary of the Issuer;
- xvii) 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;

- xviii) Liens securing indebtedness under hedging transactions (including foreign currency and interest rate swap and derivative transactions) entered into in the ordinary course of business and designed solely to protect VLL or its affiliates from fluctuations in interest rates or currencies or commodities and not for speculation;
- xix) Liens constituted for any obligation or credit facility, incurred for the purpose of pursuing any infrastructure project or investment therein, undertaken by VLL itself, by its Subsidiaries, and/ or by VLL or its subsidiaries;
- xx) 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 VLL (or any of its Subsidiaries) under a governmental program, and which cover assets of VLL which have an aggregate appraised value, determined in accordance with generally accepted appraisal principles and practices consistently applied not exceeding ₱5,000,000,000.00;
- xxi) The assignment, transfer or conveyance of the right of VLL (or any of its Subsidiaries) to receive any of its income or revenues from receivables arising out of the sale of property held for sale by VLL (or any of its Subsidiaries) in the ordinary course of business ("Project Receivables");
- xxii) The assignment, transfer or conveyance of the right of VLL (or any of its Subsidiaries) to receive any income or revenues other than from Project Receivables; provided that, the constitution by VLL (or any of its Subsidiaries) of such lien shall not cause the Company to exceed the ratio of the amount of indebtedness of VLL secured by any lien on non-current assets of the Company to the non-current assets of VLL (as computed in accordance with PFRS and based on the most recent audited financial statements of the Issuer) which ratio shall not be more than 0.5:1;
- xxiii) Any Lien to be constituted on the assets of VLL after the date of the Trust Agreement, which is disclosed in writing by VLL to the Trustee prior to the execution of the Trust Agreement or any Lien for an aggregate loan accommodation not exceeding the equivalent of 10% of the market value of the consolidated assets of VLL as reflected in the latest appraisal report submitted by an independent and reputable appraiser;
- xxiv) The assignment, transfer or conveyance by way of security (in any case without recourse) of VLL's right to receive any income or revenues from asset/s of VLL not used in the ordinary course of business; *provided that* such assets have an aggregate appraised value, determined in accordance with generally accepted appraisal principles and practices consistently applied not exceeding ₱5,000,000,000.00;
- xxv) Any Lien created over (i) deposits made by VLL (or any of its Subsidiaries) with the proceeds of any loan facility made to it by any bank or financial institution denominated in a currency other than Philippine Pesos ("foreign currency"); or financial instruments denominated in foreign currency owned by VLL (or any of its Subsidiaries), in each case solely for the purpose of securing loan facilities denominated in Philippine Pesos, granted to VLL (or any of its Subsidiaries) in an aggregate principal amount not exceeding the amount of the deposit or the face amount (or value) of the financial instrument;
- xxvi) Liens existing as of the date of this Offer Supplement and the Prospectus which is disclosed in writing by VLL or in its financial statements; and
- xxvii) Liens created with the prior written consent of the Majority Bondholders

12. Events of Default

The Issuer shall be considered in default under the Bonds and the Trust Indenture in case any of the following events (each an "Event of Default") shall occur and is continuing:

(a) Payment Default

The Issuer fails to pay when due and payable any amount which the Issuer is obliged to pay to the Bondholders under the Trust Indenture and the Bonds, unless such failure, (i) arises as a result of an administrative or technical error or Disruption Event, or (ii) is due to causes other than the willful misconduct or gross negligence of the Issuer, and payment is made within five (5) Business Days from the date on which such amount fell due;

For purposes of this section, a Disruption Event shall mean either or both of: (a) a material disruption to those payment communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the transactions contemplated by the Trust Agreement to be carried out which disruption is not caused by, and is beyond the control of, any of the parties; or (b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a party preventing that party from: (1) performing its payment obligations under the Trust Agreement and the Registry and Paying Agency Agreement; or (2) communicating with other relevant parties (including, but not limited to, the Trustee and Paying Agent) in accordance with the terms of the Trust Agreement and the Registry and Paying Agency Agreement.

(b) Representation/Warranty Default

Any representation and warranty of the Issuer or any certificate or opinion submitted pursuant to the Trust indenture proves to have been untrue, incorrect or misleading in any material respect as and when made and the circumstances which cause such representation or warranty to be incorrect or misleading continue for not less than thirty (30) days (or such longer period as the Majority Bondholders shall approve) after receipt of written notice from the Bondholders to that effect.

(c) Other Default

The Issuer fails to perform or violates any other provision, term of the Trust Indenture and the Bonds (other than by reason of paragraph (a) above), and such failure or violation is not remediable or, if remediable, continues to be unremedied after the applicable grace period, or in the absence of such grace period, after thirty (30) days (or such longer period granted to the Issuer by the Majority Bondholders) from the date of occurrence of the said violation.

(d) Cross Default

The Issuer violates any material term or condition of any contract executed by the Issuer with any bank, financial institution or other person, corporation or entity for the payment of borrowed money which constitutes an event of default under said contract, or in general, violation of any, law or regulation which violation, if remediable, is not remedied by the Issuer within ten (10) Business Days from receipt of notice by the Trustee to the Issuer, or which violation is otherwise not contested by the Issuer, 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, further, in the reasonable opinion of the Trustee, adversely and materially affect the performance by the Issuer of its obligations under the Trust Indenture and the Bonds; 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 ₱1,500,000,000.00.

(e) Insolvency Default

The Issuer becomes insolvent or unable to pay its debts when due or commits or permits any act of bankruptcy, which term shall include, but shall not be limited to: (i) filing of a petition in any bankruptcy, reorganization (other than a labor or management reorganization), winding-up, suspension of payment or liquidation proceeding, or any other proceeding analogous in purpose and effect unless such petition filed against the Issuer, it is contested in good faith by the Issuer in appropriate proceedings or otherwise dismissed by the relevant court within sixty (60) days from the filing of such petition; (ii) appointment of a trustee or receiver of all or a substantial portion of its properties, unless contested in good faith by the Issuer in appropriate proceedings; (iii) making of an assignment for the benefit of its creditors; (iv) the admission in writing by the Issuer, through a senior management officer, of its inability to pay its debts; or (v) the entry of any order or judgment of any court, tribunal or administrative agency or body confirming the bankruptcy or insolvency of the Issuer or approving any reorganization (other than a labor or management reorganization), winding-up, liquidation or appointment of trustee or receiver of the Issuer or a substantial portion of its property or assets.

(f) Judgment Default

Any final and executory judgment, decree or arbitral award for the sum of money, damages or for a fine or penalty in excess of ₱500,000,000.00 or its equivalent in any other currency is rendered by a court of competent jurisdiction against the Issuer from which no appeal may be made for the payment of money and (i) such judgment, decree, or arbitral award remain unsatisfied or undischarged after thirty (30) days; or (ii) the enforcement of the said final judgment, decree, or arbitral award is not stayed, paid, discharged, or duly

bonded within thirty (30) days after the date when payment of such judgment, decree or award is due under the applicable law or agreement.

(g) Writ and Similar Process Default

Any judgment, writ, warrant of attachment, injunction, stay order, execution or similar process shall be issued or levied against any material part of the Issuer's assets and such judgment, writ, warrant or similar process shall not be released, vacated or fully bonded within thirty (30) days (or such longer period as is granted by the Majority Bondholders) after its issue or levy.

13. Notice of Default

The Trustee shall, within five (5) Business Days after receipt of written notice from the Issuer, give to the Bondholders 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, as described in "*Payment Default*," the Trustee shall immediately notify the Bondholders upon the occurrence of such payment default. The existence of a written notice required to be given to the Bondholders shall be published in a newspaper of general circulation in Metro Manila for two (2) consecutive days, further indicating in the published notice that the Bondholders or their duly authorized representatives may obtain an important notice regarding the Bonds at the principal office of the Trustee upon presentment of sufficient and acceptable identification.

14. Consequences of Default

- (a) If any one or more of the Events of Default shall have occurred and be continuing, either the Trustee, upon the written instructions of the Majority Bondholders and by notice in writing delivered to the Issuer, or the Majority Bondholders, by notice in writing delivered to the Issuer and the Trustee, may declare the principal of the Bonds, including all accrued interest, net of applicable withholding taxes, and other charges thereon, if any, to be immediately due and payable, and upon such declaration the same shall be immediately due and payable, anything contained in the Trust Indenture or in the Bonds to the contrary notwithstanding.
- (b) This provision, however, is subject to the condition that, except in the case of a Writ and Similar Process Default, the Majority Bondholders, by written notice to the Issuer and the Trustee may, during the prescribed curing period, if any, rescind and annul such declaration made by the Trustee pursuant to a consequence of default, and the consequences of such declaration, 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.
- (c) At any time after any Event of Default shall have occurred, the Trustee may:
 - (i) by notice in writing to the Issuer, require the Registrar and Paying Agent to:
 - (aa) act thereafter as agents of the Bondholders represented by the Trustee on the terms provided in the Paying Agency and Registry Agreement (with consequential amendments as necessary and save that the Trustee's liability under any provisions thereof for the indemnification, remuneration and payment of out-of-pocket expenses of the Paying Agent and the Registrar shall be limited to amounts for the time being held by the Trustee on the trusts of the Trust Indenture in relation to the Bonds and available to the Trustee for such purpose) and thereafter to hold all sums, documents and records held by them in respect of the Bonds on behalf of the Trustee; and/or
 - (bb) deliver all evidence of the Bonds and all sums, documents and records held by them in respect of the Bonds 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; and
 - (ii) by notice in writing to the Issuer, require the Issuer to make all subsequent payments in respect of the Bonds to the order of the Trustee and with effect from the issue of any such notice until such notice is withdrawn, provision (bb) above and the Issuer's positive covenant to pay principal and interest, net of applicable withholding taxes, on the Bonds, more particularly set forth in the Trust Indenture, shall cease to have effect.

15. Penalty Interest

In case any amount payable by the Issuer under the Bonds, whether for principal, interest, net of applicable withholding taxes, or otherwise, is not paid on due date, the Issuer shall, without prejudice to its obligations to pay the said principal, interest, net of applicable withholding taxes, and other amounts, pay penalty interest on the defaulted amount(s) at the rate of one percent (1.00%) per month (the “Penalty Interest”) from the time the amount falls due until it is fully paid.

16. Payment in the Event of Default

The Issuer covenants that upon the occurrence of any Event of Default unless remedied within the relevant period provided under the Terms and Conditions of the Bonds, the Issuer shall pay to the Bondholders, through the Paying Agent, the whole amount which shall then have become due and payable on all such outstanding Bonds with interest at the rate borne by the Bonds on the overdue principal, net of applicable withholding taxes, and with Penalty Interest as described above, and in addition thereto, the Issuer shall pay to the Trustee such further amounts as shall be determined by the Trustee to be sufficient 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 negligence or bad faith by the Trustee pursuant to the Trust Indenture.

17. Application of Payments

Any money collected or delivered to the Paying Agent, and any other funds held by it, subject to any other provision of the Trust Indenture and the Registry and Paying Agency Agreement relating to the disposition of such money and funds, shall be applied by the Paying Agent in the order of preference as follows:

- (i) *first*, to the payment to the Trustee, 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 negligence or bad faith;
- (ii) *second*, to the payment of the interest, net of applicable withholding taxes, in default, in the order of the maturity of such interest with Penalty Interest, which payment shall be made pro-rata among the Bondholders;
- (iii) *third*, to the payment of the whole amount then due and unpaid upon the Bonds for principal, and interest, net of applicable withholding taxes, with Penalty Interest, which payment shall be made pro-rata among the Bondholders; and
- (iv) *fourth*, the remainder, if any shall be paid to the Issuer, its successors or assigns, or to whoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

Except for any interest and principal payments, all disbursements of the Paying Agent in relation to the Bonds shall require the conformity of the Trustee. For this purpose, the Paying Agent shall deliver to the Trustee a joint certification of the funds to be applied for payment, and a schedule of payments to be made in accordance with the conditions.

18. Prescription

Claims in respect of principal and interest or other sums payable under the Trust Indenture 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.

19. Remedies

All remedies conferred by the Trust Indenture and these Terms and Conditions to the Trustee and the Bondholders shall be cumulative and not exclusive and shall not be so construed as to deprive the Trustee or the Bondholders of any legal remedy by judicial or extra judicial proceedings appropriate to enforce the conditions and covenants of the Trust Indenture, subject to the discussion below on “*Ability to File Suit.*”

No delay or omission by the Trustee or the Bondholders to exercise any right or power arising from or on account of any default under the Trust Indenture 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 to the Trustee or the Bondholders may be exercised from time to time and as often as may be necessary or expedient.

20. Ability to File Suit

No Bondholder shall have any right by virtue of or by availing of any provision of the Trust Indenture to institute any suit, action or proceeding for the collection of any sum due from the Issuer 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, unless (i) such Bondholder previously shall have given to the Trustee written notice of an Event of Default and of the continuance thereof and the related request for the Trustee to convene a meeting of the Bondholders to take up matters related to their rights and interests under the Bonds; (ii) the Majority Bondholders shall have decided and made the written request upon the Trustee to institute such action, suit or proceeding in the latter's name; (iii) the Trustee, for sixty (60) days after the receipt of such notice and request shall have neglected or refused to institute any such action, suit or proceeding; and (iv) no directions inconsistent with such written request shall have been given under a waiver of default by the Bondholders, it being understood and intended, and being expressly covenanted by every Bondholder with every other Bondholder and the Trustee, that no one or more Bondholders shall have any right in any manner whatever by virtue of or by availing of any provision of the Trust Indenture to affect, disturb or prejudice the rights of the holders of any other such Bonds or to obtain or seek to obtain priority over or preference to any other such holder or to enforce any right under the Trust Indenture, except in the manner provided in the Trust Indenture and for the equal, ratable and common benefit of all the Bondholders.

21. Waiver of Default by the Bondholders

The Majority Bondholders 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 Bondholders waive in writing submitted to the Trustee any past default, except the events of default defined as a payment default, breach of representation or warranty default, insolvency default, or closure default, and its consequences, which may only be waived by all Bondholders. In case of any such waiver, the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights; provided however that, no such waiver shall extend to any subsequent or other default or impair any right consequent thereto. Any such waiver by the Majority Bondholders shall be conclusive and binding upon all Bondholders and upon all future holders and owners thereof, irrespective of whether or not any notation of such waiver is made upon the certificate representing the Bonds.

22. Trustee; Notices

(a) Notice to the Trustee

All documents required to be submitted to the Trustee pursuant to the Trust Indenture and this Offer Supplement and the Prospectus and all correspondence addressed to the Trustee shall be delivered to:

To the Trustee:	China Banking Corporation – Trust and Asset Management Group
Attention:	Susan U. Ferrer
Subject:	Vista Land & Lifescapes, Inc. Fixed Rate Bonds Due 2025
Address:	8 th Floor, China Bank Building 8745 Paseo de Roxas corner Villar Street Makati City, Philippines
Facsimile:	(632) 8750-1531

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

Any requests for documentation or certification and other similar matters must be communicated by the Bondholder to the Trustee in writing and shall be subject to review, acceptance and approval by the Trustee. Upon such acceptance and approval, the Bondholder shall pay to the Trustee upfront a fee of ₱1,000.00 (the "Activity Fee") plus the costs of legal review, courier and the like. The Activity Fee may be adjusted from time to time, at the discretion of the Trustee.

In the absence of any applicable period stated elsewhere in these Conditions, written requests shall be reviewed and, if accepted and approved, addressed by the Trustee within thirty (30) days from receipt.

This period may be extended should the Trustee be unable to review and address the requests for causes not attributable to the Trustee.

(b) Notice to the Bondholders

The Trustee shall send all Notices to Bondholders to their mailing address as set forth in the Register of Bondholders. Except where a specific mode of notification is provided for, notices to Bondholders 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; or, (iv) personal delivery to the address of record in the Register of Bondholders. The Trustee shall rely on the Register of Bondholders in determining the Bondholders entitled to notice. All notices shall be deemed to have been received (i) ten (10) days from posting if transmitted by registered mail; (ii) fifteen (15) days from mailing, if transmitted by surface mail; (iii) on date of publication; or, (iv) on date of delivery, for personal delivery.

A notice made by the Issuer to the Trustee is notice to the Bondholders. The publication in a newspaper of general circulation in the Philippines of a press release or news item about a communication or disclosure made by the Issuer to the Securities and Exchange Commission on a matter relating to the Bonds shall be deemed a notice to Bondholders of said matter on the date of the first publication.

(c) Binding and Conclusive Nature

Except as provided in the Trust Indenture, 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, shall (in the absence of willful default, bad faith or manifest error) be binding on the Issuer, and all Bondholders and (in the absence as referred to above) no liability to the Issuer, the Paying Agent or the Bondholders 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.

23. Duties and Responsibilities of the Trustee

- (a) The Trustee is appointed as trustee for and on behalf of the Bondholders and accordingly shall perform such duties and shall have such responsibilities as provided in the Trust Indenture.
- (b) The Trustee shall, in accordance with the terms and conditions of the Trust Indenture, monitor the compliance or non-compliance by the Issuer with all its representations and warranties, and the observance by the Issuer of all its covenants and performance of all its obligations, under and pursuant to the Trust Indenture.
- (c) The Trustee shall have custody of and hold in its name, for and in behalf of the Bondholders, the Master Certificate of Indebtedness for the total issuance of the Bonds.
- (d) The Trustee shall promptly and faithfully carry out the instructions or decisions of the Majority Bondholders issued or reached in accordance with Section 14 (Consequences of Default) of the Trust Indenture.
- (e) The Trustee shall, from time to time, request the Issuer to submit such certification of its officers, reports of its external auditors, and other documents relating to the Issuer's ability to comply with its obligations under the Bonds and the Trust Indenture, as well as to examine such records of the Issuer as may be related to the Issuer's obligations under the Bonds and the Trust Indenture.

The request shall be reasonable, made not less than seventy-two (72) hours prior to the intended date of examination and shall be in writing to the Issuer, which shall include, in reasonable detail, the purpose for such request and the intended use of the requested documents or information. The Issuer may require the Trustee, its directors, officers, employees, representatives, agents, partners, consultants and advisors to hold in confidence such documents and information furnished to the Trustee pursuant to said request or to limit the use thereof for the purpose intended as stated in the request; provided, such limitation shall not apply if in conflict with the duties and responsibilities of the Trustee under any provision of the Trust Indenture.

- (f) The Trustee shall, prior to the occurrence of an Event of Default or after the curing of all such defaults which may have occurred, perform only such duties as are specifically set forth in the Trust Indenture or which are reasonably necessary to perform such duties. In case of default, the Trustee shall exercise such rights and powers vested in it by the Trust Indenture, and use such

judgment, under the circumstances then prevailing, that individuals of prudence, discretion and intelligence, and familiar with such matters, exercise in the management of their own affairs.

- (g) The Trustee, in the performance of its duties, shall exercise such rights and powers vested in the Trust Indenture, with the care, prudence and diligence necessary under the circumstances then prevailing that a prudent man, acting in like capacity and familiar with such matters, would exercise in the conduct of an enterprise of like character and with similar aims, and use such judgment and care under the circumstances then prevailing that individuals of prudence, discretion and intelligence, and familiar with such matters exercise in the management of their own affairs.
- (h) Unless a fixed period is otherwise specified in the Trust Indenture and in the absence of a period specifically agreed to by the Trustee and the Issuer and in the case of notices required to be sent by the Trustee to Bondholders, the Trustee shall act promptly in the sending of such notices but in any case shall have a period of not more than thirty (30) days to complete the sending of all such notices in the manner allowed by the Trust Indenture.
- (i) Notwithstanding the above, the Trustee, on its own discretion, may send notices or disclose to the Bondholders any fact, circumstance or event, which would have the effect of effectively reducing the principal amount of the Bonds outstanding, including changes in Laws, or which has an adverse effect on the ability of the Issuer to comply with its obligations to the Bondholders, breach of representations and warranties, and Events of Default, within a reasonable period from the time that the Trustee learns of such events subject to Section 13 (Notice of Default) of the Trust Indenture.
- (j) The Trustee shall observe due diligence in the performance of its duties and obligations under the Trust Indenture. For the avoidance of doubt, notwithstanding any actions that the Trustee may take, the Trustee shall remain to be the party responsible to the Bondholders, and to whom the Bondholders shall communicate with in respect to any matters that must be taken up with the Issuer.
- (k) None of the provisions contained in the Terms and Conditions, the Offer Supplement nor the Prospectus shall require or be interpreted to 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.
- (l) The Trustee shall perform such other powers and functions as provided for elsewhere under the Trust Indenture.

24. Resignation and Change of Trustee

- (a) The Trustee may at any time resign by giving ninety (90) days' prior written notice to the Issuer and to the Bondholders of such resignation.

Upon receiving such notice of resignation of the Trustee, the Issuer 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. However, notwithstanding the immediately preceding sentence, in cases where an Event of Default shall have occurred and be continuing, it is the Majority Bondholders, not the Issuer, that shall appoint the successor Trustee. If no successor shall have been so appointed and have accepted appointment within thirty (30) days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor, or any Bondholder who has been a bona fide holder for at least six (6) months (the "Bona Fide Bondholder") may, for and in behalf of the Bondholders, petition any such court for the appointment of a successor. Such court may thereupon after notice, if any, as it may deem proper, appoint a successor Trustee.

- (b) Upon the acceptance of any appointment as trustee 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. The resigning Trustee shall cooperate with the successor trustee and the Bondholders in all reasonable ways to ensure an orderly turnover of its functions and the records in its custody.
- (d) 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 the Issuer may within thirty (30) days therefrom remove the Trustee concerned, and appoint a successor Trustee, by written instrument in duplicate, executed by its authorized officers, one (1) copy of which instrument shall be delivered to the Trustee so removed and one (1) copy to the successor Trustee. If the Issuer fails to remove the Trustee concerned and appoint a successor Trustee, any Bona Fide Bondholder may 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.

- (e) The Majority Bondholders may at any time remove the Trustee for cause, by giving thirty (30) day prior written notice, and appoint a successor Trustee, by the delivery to the Trustee so removed, to the successor Trustee and to the Issuer of the required evidence under the provisions on Evidence Supporting the Action of the Bondholders in the Terms and Conditions of the Bonds. This is without prejudice to whatever remedies may be available to the Majority Bondholders under the Law or in equity.
- (f) Any resignation or removal of the Trustee and the appointment of a successor Trustee pursuant to any provisions of the Trust Indenture shall become effective upon the earlier of: (i) acceptance of appointment by the successor Trustee as provided in the Trust Indenture; or (ii) effectivity of the resignation notice sent by the Trustee under the Trust Indenture (the “Resignation Effective Date”); provided however that, until such successor Trustee is qualified and appointed, the resigning Trustee shall continue to discharge its duties and responsibilities solely as custodian of records for turnover to the successor Trustee promptly upon the appointment thereof by the Issuer; provided finally that, such successor Trustee possesses all the qualifications as required by pertinent laws.

25. Successor Trustee

- (a) Any successor Trustee appointed shall execute, acknowledge and deliver to the Issuer and to its predecessor Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the 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. The foregoing notwithstanding, on the written request of the Issuer or of the successor Trustee, the Trustee ceasing to act as such shall execute and deliver an instrument transferring to the successor Trustee, all the rights, powers and duties of the Trustee so ceasing to act as such. Upon request of any such successor Trustee, the Issuer 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.
- (b) No successor trustee shall accept appointment unless at the time of acceptance, such successor trustee shall be qualified and eligible.
- (c) Upon acceptance of the appointment by a successor Trustee, the Issuer shall notify the Bondholders in writing of the succession of such trustee to the trusteeship. If the Issuer fails to notify the Bondholders within ten (10) days after the acceptance of appointment by the successor trustee, the latter shall cause the Bondholders to be notified at the expense of the Issuer.

26. Reports to the Bondholders

- (a) The Trustee shall submit to the Bondholders on March 31 of each year, or on the next working day, if the date falls on a non-working day or holiday, from the relevant Issue Date until full payment of the Bonds a brief report dated as of December 31 of the immediately preceding year with respect to any action taken by the Trustee in the performance of its duties under the Trust Indenture which it has not previously reported and which in its opinion materially affects the Bonds, except action in respect of a default, notice of which has been or is to be withheld by it.
- (b) The Trustee shall submit to the Bondholders a brief report within ninety (90) days from the making of any advance for the reimbursement of which it claims or may claim a lien or charge which is prior to that of the Bondholders on the property or funds held or collected by the Paying Agent with respect to the character, amount and the circumstances surrounding the making of

such advance; provided that, such advance remaining unpaid amounts to at least 10% of the aggregate outstanding principal amount of the Bonds at such time.

- (c) The following pertinent documents may be inspected during regular business hours on any Business Day at the principal office of the Trustee with at least fifteen (15) calendar days prior written notice of the intended date of inspection:

- (i) Trust Indenture
- (ii) Registry and Paying Agency Agreement
- (iii) Articles of Incorporation and By-Laws of the Company
- (iv) Registration Statement of the Company with respect to the Bonds
- (v) Opinions of the legal counsel with respect to the Issuer and the Bonds

27. Meetings of the Bondholders

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

- (a) Notice of Meetings

The Trustee may at any time call a meeting of the Bondholders, or the holders of at least 25% of the aggregate outstanding principal amount of Bonds may direct in writing the Trustee to call a meeting of the Bondholders, 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 Bondholders, 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 the Issuer and to each of the registered Bondholders not earlier than forty-five (45) days nor later than fifteen (15) days prior to the date fixed for the meeting. All reasonable costs and expenses incurred by the Trustee for the proper dissemination of the requested meeting shall be reimbursed by the Issuer within 10 days from receipt of the duly supported billing statement.

- (b) Failure of the Trustee to Call a Meeting

In case at any time, the Issuer, pursuant to a resolution of its board of directors or executive committee, or the holders of at least 25% of the aggregate outstanding principal amount of the Bonds shall have requested the Trustee to call a meeting of the Bondholders 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 the Issuer or the Bondholders 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 Bondholders, personally or by proxy. The presence of the Majority Bondholders, personally or by proxy, shall be necessary to constitute a quorum to do business at any meeting of the Bondholders.

- (d) Procedure for Meetings

- (i) The Trustee shall preside at all the meetings of the Bondholders, unless the meeting shall have been called by the Issuer or by the Bondholders, in which case the Issuer or the Bondholders 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 Bondholders 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 Bonds 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 Bondholders, a person shall be a registered holder of one or more Bonds or a person appointed by an instrument in writing as proxy by any such holder as of the date of the said meeting. Bondholders shall be entitled to one (1) vote for every Ten Thousand Pesos (₱10,000) interest. The only persons who shall be entitled to be present or to speak at any meeting of the Bondholders shall be the persons entitled to vote at such meeting and any representatives of the Issuer and its legal counsel.

(f) Voting Requirement

Except as provided in Condition 30 (Amendments), all matters presented for resolution by the Bondholders in a meeting duly called for the purpose shall be decided or approved by the affirmative vote of the Majority Bondholders present or represented in a meeting at which there is a quorum except as otherwise provided in the Trust Indenture. Any resolution of the Bondholders which has been duly approved with the required number of votes of the Bondholders shall be binding upon all the Bondholders and the Issuer as if the votes were unanimous.

(g) Role of the Trustee in Meetings of the Bondholders

Notwithstanding any other provisions of the Trust Indenture, the Trustee may make such reasonable regulations as it may deem advisable for any meeting of the Bondholders, in regard to proof of ownership of the Bonds, the appointment of proxies by registered holders of the Bonds, 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 evidences of the right to vote and such other matters concerning the conduct of the meeting as it shall deem fit.

28. Evidence Supporting the Action of the Bondholders

Wherever in the Trust Indenture it is provided that the holders of a specified percentage of the aggregate outstanding principal amount of the Bonds 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 Bondholders 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 Bondholders duly called and held in accordance herewith, or (iii) a combination of such instrument and any such record of meeting of the Bondholders.

29. Non-Reliance

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

30. Amendments

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

The Issuer and the Trustee may amend the Terms and Conditions of the Bonds with notice to every Bondholder following the written consent of the Majority Bondholders (including consents obtained in connection with a tender offer or exchange offer for the Bonds) or a vote of the Majority Bondholders at a meeting called for the purpose. However, without the consent of each Bondholder affected thereby, an amendment may not:

- (a) reduce the percentage of principal amount of Bonds outstanding that must consent to an amendment or waiver;

- (b) reduce the rate of or extend the time for payment of interest on the Bonds;
- (c) reduce the principal of or extend the Maturity Date or vary the Early Redemption Option Dates of the Bonds;
- (d) impair the right of any Bondholder to receive payment of principal of and interest on such Bondholder's Bonds on or after the due dates therefore or to institute suit for the enforcement of any payment on or with respect to such Bondholders;
- (e) reduce the amount payable upon the redemption or repurchase of the Bonds under the Terms and Conditions or change the time at which the Bonds may be redeemed;
- (f) make the Bonds payable in money other than that stated in the Bonds;
- (g) subordinate the Bonds to any other obligation of the Issuer;
- (h) release any security interest that may have been granted in favor of the Bondholders;
- (i) amend or modify the Payment of Additional Amounts, Taxation, the Events of Default of the Terms and Conditions or the Waiver of Default by the Bondholders; or
- (j) make any change or waiver of this Condition.

It shall not be necessary for the consent of the Bondholders 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, the Issuer shall send a notice briefly describing such amendment to the Bondholders in the manner provided in the paragraph entitled "Notice to the Bondholders."

31. Governing Law

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

32. Venue

Any suit, action, or proceeding against the Issuer with respect to the Bonds or the Bond Agreements or on any judgment entered by any court in respect thereof may be brought in any competent court in the Cities of Makati and Las Piñas, and the parties submit to the exclusive jurisdiction of such courts for the purpose of any such suit, action, proceeding or judgment, the Issuer and Bondholders expressly waiving other venue.

33. Waiver of Preference

The obligation created under the Bond Agreements and the Bonds shall not enjoy any priority of preference or special privileges whatsoever over any indebtedness or obligations of the Issuer. Accordingly, whatever priorities or preferences that the Bond Agreements may have or any person deriving a right thereunder may have under Article 2244, paragraph 14 of the Civil Code of the Philippines are hereby absolutely and unconditionally waived and renounced. This waiver and renunciation of the priority or preference under Article 2244, paragraph 14 of the Civil Code of the Philippines shall be revoked if it be shown that an indebtedness of the Issuer for borrowed money has a priority or preference under the said provision.

34. Certain Defined Terms

The following sets forth the respective definitions of certain terms used in these Terms and Conditions of the Bonds. Except as otherwise provided and where context indicates otherwise, defined terms in these Terms and Conditions of the Bonds have the meanings ascribed to them in the Trust Indenture.

- (a) **Affiliate** means any corporation, directly or indirectly controlled by the Issuer, whether by way of ownership of at least twenty percent (20%) of the total issued and outstanding capital stock of such corporation, or the right to elect at least twenty percent (20%) of the number of directors in such corporation, or the right to control the operation and management of such corporation by reason of contract or authority granted by said corporation to the Issuer.

- (b) **Bankruptcy** means, with respect to a Person, (a) that such Person has (i) made an assignment for the benefit of creditors; (ii) filed a voluntary petition in bankruptcy; (iii) been adjudged bankrupt, or insolvent; or had entered against such Person an order of relief in any bankruptcy or insolvency proceeding; (iv) filed a petition or an answer seeking for such Person any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation or filed an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Person in any proceeding of such nature; or (v) sought, consented to, or acquiesced in the appointment of a trustee, receiver or liquidator of such Person or of all or any substantial part of such Person's properties; (b) sixty (60) days have elapsed after the commencement of any proceeding against such Person seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any statute, law or regulation and such proceeding has not been dismissed; or (c) sixty (60) days have elapsed since the appointment without such Person's consent or acquiescence of a trustee, receiver or liquidator of such Person or of all or any substantial part of such Person's properties and such appointment has not been vacated or stayed or the appointment is not vacated within sixty (60) days after the expiration of such stay.
- (c) **Lien** means any mortgage, pledge, lien or encumbrance constituted on any of the Issuer's properties, for the purpose of securing its or its Affiliates' obligation.
- (d) **Majority Bondholders** means the holders of more than fifty percent (50%) in principal amount, of the Bonds then outstanding.

LEGAL MATTERS

All legal opinions/matters in connection with the Offer will be passed upon by Picazo Buyco Tan Fider & Santos (“**Picazo Law**”) for the Company and Romulo Mabanta Buenaventura Sayoc & de los Angeles for the Joint Issue Managers, Joint Lead Underwriters, and Joint Bookrunners (“**Romulo Law**”). Picazo Law and Romulo Law have no direct or indirect interest in Vista Land. Picazo Law and Romulo Law may from time to time be engaged to advise in the transactions of the Company and perform legal services on the basis that Picazo Law and Romulo Law provide such services to its other clients.

REGISTERED OFFICE OF THE ISSUER

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PNB Capital and Investment Corporation
9th Floor, PNB Financial Center,
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Avenue, Makati City

TRUSTEE

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