# APPLICATION TO PURCHASE



Underwriter's /Selling Agent's Control #:

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	1 <sup>er</sup> Copy	Registrar
	2 <sup>nd</sup> Copy	Underwriter / Selling Agent
	3 <sup>rd</sup> Copy	Applicant
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P-H-O-E-N-I-X Petroleum Philippines, Inc.

# Offer for Subscription of up to 20,000,000 Preferred Shares consisting of 10,000,000 cumulative, non-vor non-participating, non-convertible, Philippine peso-denominated, Perpetual Preferred shares with a Oversubscription Option for up to an additional 10,000,000 Preferred Shares having the same featur at an Offer Price of P100.00 per preferred share

This Application to Purchase ("Application") is an application to subscribe to P-H-O-E-N-I-X Petroleum Philippines, Inc. ("PPPI" or the "Company") Series "3A" and "3B" Preferred Shares (the "Shares"). Capitalized terms used herein shall have the meanings ascribed to them in the Prospectus of PPPI dated November 26, 2015 ("Prospectus").

This Application, in triplicate copies, together with full payment and all required attachments listed on the reverse side of this form, must be received by (i) a Joint Lead Underwriter ("Underwriter") not later than 12 noon, Manila Time on the last day of the Offer Period, or (ii) a selling agent appointed by the Underwriter ("Selling Agent") not later than 12 noon Manila Time on December 11, 2015. Applications received thereafter, improperty or incompletely accomplished or without the required documents and/or full payments will be rejected. The Company, through the Underwriters, shall have the unrestricted and unqualified right to accept or reject any Application. Applications Applications hall be considered irrevocable upon submission to any Underwriter or Selling Agent, and shall be subject to the terms and conditions of the Offer as stated in the Prospectus and in this Application. Applications are advised to read the Prospectus before subscribing to the Shares. Copies of the Prospectus and in the Prospectus are advised to read the Prospectus from the Company at Stella Hizon Reves Road, Bo. Pampanga, Lanang, Davao, Philippines, +6382 235 8888 or from www.phoenixfuels.ph.

Name of Applicant: (Last	t, First, M.I / Business Name)*	Type of Investor:		
l/ we hereby irrevocably ap Series	oply to subscribe to the following number of Shares, subject to the terms and conditions set out in the P Amount of Shares Applied For	rospectus: Number of Shares	TOTAL SUBSCRIPTION AMOUNT (Total Number of Shares x Offer Price per Share)	
O Series "3A"				
O Series "3B"				
	ch Subseries must be a minimum of Five Hundred (500) Shares, and thereafter, in multiples of one hun affective only upon the issuance of the Shares.)	dred (100) Shares. The subscription and/or purchase of		
Mode of Payment for the	Shares:			
O RTGS				
O Debit peso current	t/savings account number with	branch		
	eck-Metro Manila clearing Manager's/Cashier's/Corporate/Personal Check drawn against a bank accr ng the entire number of Shares covered by this Application. Please issue check payable to "Phoenix Pi			
Drawee Bank	Check No Amount			
Permanent Address:*		Present Mailing Address (if different from Perma	nent Address):*	
Telephone Number/s:			ically consent to e-mail communications in receiving notices,	
Fax Number/s:		statements or other communications. Provisions of Conditions will apply):	on Communications under this Application and in the Terms &	
Primary Contact Person	(if other than Applicant):	Relationship to Applicant:		
Date of Birth / Incorporat	tion (mm/dd/yyyy):*	Place of Birth / Incorporation:*		
Nationality:*		Tax Identification Number:*		
Nature of Work or Busine	ess:*	Name of Employer/ Business:*		
Sources of income:*		Tax Status:		
		O Taxable O	Reduced Tax Treaty of%**	
		O Tax Exempt**	** Subject to submission of documentary proof of exemption or reduced taxation, as applicable.	
Statement, Notices & Co	rrespondence Delivery Mode:			
	dress indicated above			
,	er (Metro Manila area only) or registered mail to mailing address indicated above.			
	fill up Additional Required Information: (Please use additional sheets if necessary.)			
Name of Parent Company	y, if Any:			
Names of Directors:* Name of Stockholders Owning at Least 2% of the Authorized Capital Stock:*				
Name of Beneficial Owners of Applicant, if any:* Address of Beneficial Owner:				
* Required to be filled up un thereto.	nder Republic Act No. 9160, Republic Act No. 9194 and BSP Circular Nos. 251, 253 and 279, and all other a	mendatory and implementing law, regulation, jurisprudence,	notice or order of any Philippine governmental body relating	
	FORM, TITLE AND REGISTRATION	OF THE PREFERRED SHARES		
The Shares will be issued in scripless form through the electronic book-entry system of BDO Unibank. Inc. – Trust and Investments Group ("Registrar") as registrar for the Offer, and lodged with the Philippine Depository and Trust Corporation ("PDTC") as depository agent on listing date through PSE trading participants nominated by the Applicants. For this purpose, please provide in the space below the name of the PSE trading participant under whose name the Shares will be registered. THE ISSUANCE OF THE SHARES SHALL BE SUBJECT TO CERTAIN CONDITIONS PRESCRIBED HEREIN, WITHOUT PREJUDICE TO THE RIGHT OF THE JOINT LEAD UNDERWRITERS TO REJECT OR SCALE DOWN EACH APPLICATION ON BEHALE OF PPPI.				
	Name of Nominated PSE Trading Participant:			
TO BE COMPLETED BY PSE TRADING PARTICIPANT We confirm that we are a PSE Trading Participant and that the Applicant(s) named in this Application is our bona fide client and we have done the necessary know-your-customer procedures to verify the identity of our client.				
	Authorized Signatory(ies)			
	PDTC Participant Code PDTC Participant Sub-Account Code:			
Upon listing of the Shares, Applicants may request BDO Unibank, Inc. – Trust and Investments Group, through their nominated PSE Trading Participants, to (a) open a scripless registry account and have their holdings of the Shares registered under their name ("name-on-registry account"), or (b) issue stock certificates evidencing their holdings of Shares. Any expense to be incurred in relation to such registration or issuance shall be for the account of the requesting Applicant.				
I/we hereby represent and warrant that I/ we have read and understood the Prospectus, the terms and conditions of both this Application and the Shares, and I/ we unconditionally accept such terms and conditions. Furthermore, I/ we warrant that I/we possess the requisite legal capacity to enter into the purchase transaction contemplated by this Application and that all information provided herein and in the required attachments to this Application are true and correct. I/we understand that no person has been authorized to give information or to make any representation with respect to the Shares other than those specified in the Prospectus. In executing this Application, the Applicant represents and warrants, under penalty of law, that all information contained herein (including its tax status) and the required attachments are true and correct and that the signatures thereon are genuine, properly authorized, and obtained without use of fraud, coercion or any other vice of consent. The Applicant				

contained herein (including its tax status) and the required attachments are true and correct and that the signatures thereon are genuine, properly authorized, and obtained without use of fraud, coercion or any other vice of consent. The Applicant agrees to immediately notify the Company and the Registrar, either directly or through the Underwriters or Selling Agent, if anything occurs which renders or may render untrue or incorrect in any respect any of the information given herein (including information given with respect to the Applicant's tax status) or any of its representations or warranties. The Applicant understands that the Underwriter, the Registrar and the Company will rely solely on its representations and warranties. The Applicant timuters against any and all claims, actions, suits, damages, and liabilities resulting from the non-withholding of the required tax due to the representations as indicated in this Application, any misrepresentation contained herein or any reliance on the confirmation store is right to privacy of information or confidentiality that may exist by law or by contract, solely and exclusively for the limited purpose of enabling the Registrar to update the information contained herein. The Applicant also agrees to be bound by the rules and generally to do all such other things and acts as the Company and/or Underwriter to execute any application form or orther documents and generally to do all such other things and acts as the Company and/or Underwriter to execute any application form or other documents and generally to do all such other things and acts as the Company and all completion form or other documents and generally to do all such other things and acts as the Company and/or Underwriter to execute any application form or other documents and generally to do all such other things and acts as the Company and/or Underwriter to execute any application form or other documents and generally to do all such other things and acts as the Company and/or Underwriter to execute any app and/or Underwriter may consider necessary or desirable to effect registration of the Shares in the name of the Applicant.

APPLICANT'S FULL NAME/NAME(S) OF AUTHORIZED SIGNATORY/IES (IN PRINT):

APPLICANT'S SIGNATURE(S):

### NOT TO BE FILLED UP BY APPLICANT ACKNOWLEDGMENT AND ACCEPTANCE

#### Underwriter's / Selling Agent's Certification/Endorsement: We received this Application, with all the required attachments below, at

We hereby warant that: (a) The necessary know-your-client process was conducted on the Applicant pursuant to the Anti-Money Laundering Act and the amendments thereto ("AMLA") as well as its implementing rules and regulations ("IRR") and our own internal policies; (b) The identity of the Applicant was duly established pursuant to the AMLA and its IRR; (c) To the best of the undersigned's knowledge, all information provided to the Company and the Registrar regarding the Applicant are true, complete, current and correct; and (d) The Applicant's signature contained herein is genuine and authentic and was executed freely and voluntarily.

App	lication	received	by:	
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ame of Underwriter / Selling Agent: Signature of Underwriter / Selling Agent:

a.m. / p.m. on

Application accepted and approved by:

Total Number of Shares:	
Total Subscription Price:	
Amount of refund, if any:	
Bv:	
Date:	

otherwise expressly stated or the context provides otherwise, all terms used herein shall have the meaning ascribed to them in the Prospectus. The information set forth below is only a summary of certain terms of the Offer and the Shares and such information is qualified by spectus in every respect. Applicants wishing to subscribe to the Shares should read the Prospectus. No Underwriter or any other person has been authorized by the Company and the Underwriters to give any information or to make any representation in respect of the Offer.

THE OFFER. PPPI, through the Joint Lead Underwriters, is conducting a Follow-on Offering and thereby offering for subscription up to 20,000,000 Prefered Shares (the 'Offer'). The Shares will be issued in two (2) series: Series '3A' (PNX3A) and Series '3B' (PNX3B).

OFFER PRICE. The Shares are being offered at a price of ₽100.00 per sh

OFFR PERIOD. The offer period shall commence on December 7, 2015 at 9 a.m. and end on December 11, 2015 at 12 noon (the 'Offer Period'). PPPI and the Joint Lead Underwriters reserve the right to extend or terminate the Offer Period with the approval of the SEC and the PSE.

DIVIDEND RATE. As and if cash dividends are declared by the Board of Directors of the Company (the 'Board'), cash dividends on the Shares shall be paid at fixed rates of (i) Series '3A" (PNX3A): 7.4278% per annum; and (ii) Series '3B" (PNX3B): 8.1078% per annum, in all cases calculated in respect of each Share by reference to the Offer Price thereof in respect of each Dividend Period (each, the 'Dividend Rate' for the relevant series).

DIVIDEND RATE STEP-UP. Unless the Offer Shares are redeemed by the Company, the Dividend Rate will be adjusted as follows: For Series 3A (PNX3A): the Dividend Rate plus 2.00% per annum on the 5th anniversary of the Listing Date; and For Series 3B (PNX3B): the Dividend Rate plus 2.00% per annum on the 7th anniversary of the Listing Date.

DIVIDEND PAYMENT DATES. Subject to limitations set out in the Prospectus, cash dividends on the Shares will be payable once for every Dividend Period on such date set by the Board at the time of declaration of such dividends (each a "Dividend Payment Date") in accordance with the terms and conditions of the Shares. A "Dividend Period" shall refer to the period commencing on the Issue Date and having a duration of three (3) months and thereafter, each of the successive periods of three (3) months commencing on the last day of the immediately preceding Dividend Period up to but excluding the first day of the immediately succeeding Dividend Period. Subject to limitations described in this Prospectus, dividends on the Offer Shares shall be payable on March 18, June 18, September 18 and December 18 of each year (each a "Dividend Payment Date").

The dividends on the Shares shall be calculated on a 30/360-day basis and shall be paid quarterly in arrears on the last day of each 3-month Dividend Period based on the Offer Price calculated in respect of each share for each Dividend Period, as and if declared by the Board. If the Dividend Payment Date is not a Banking Day, dividends shall be paid on the next succeeding Banking Day, without adjustment as to the amount of dividends to be paid.

OPTIONAL REDEMPTION DATE. As and if declared by the Board, the Company may redeem the Shares as follows: For Series 3A (PNX3A): on the third (3rd) anniversary of the Listing Date; and

OPTIONAL REDEMIFIION DATE. As and if declared by the bloard, the Company may redeem the Shares as follows: For Series 34 (PNX38): on the fifth (5th) anniversary of the Listing Date; and For Series 38 (PNX38): on the fifth (5th) anniversary of the Listing Date (the "Optional Redemption Date") or on any Dividend Payment Date thereafter subject to a minimum of ninety (90) days' written notice to all holders of the Shares prior to the Optional Redemption Date, at a redemption price equal to the Offer Price of P100.00 per share plus accrued and unpaid dividends for all dividend periods, if any, up to the date of actual redemption by the Company.

EARLY REDEMPTION DUE TO TAXATION. PPPI may also redeem the Shares, in whole but not in part, on any Dividend Payment Date at the Offer Price of One Hundred Pesos (P100.00) per share plus all accrued and unpaid dividends, if any if dividend payments become subject to additional or increased tax or any new tax as a result of certain changes in law, rule or regulation or accounting standards, or in the interpretation thereof, and such change cannot be avoided by the use of lawful measures available to PPPI: Provided, that notice must be given to all holders of the Shares at least thirty (30) days but not more than sixty (60) days prior to the Redemption Date.

MINIMUM SUBSCRIPTION. Each Application must be for a minimum of 500 Shares, and thereafter, in multiples of 100 Shares. No Application for multiples of any other number of Shares will be considered.

ELIGIBLE INVESTORS. The Shares may be purchased, owned or subscribed to by any natural person of legal age, or any corporation, association, partnership, trust account, fund or other entity. Due to the constitutional limit on foreign ownership applicable to the Company, foreign shareholdings in the Company cannot exceed forty percent (40%) of the issued and outstanding capital stock thereof. The Company reserves the right to reject or scaledown ATPs received from foreign applicants if acceptance of such ATPs will result in a violation by the Company of foreign ownership restrictions applicable to

PROCEDURE FOR APPLICATION. All applications to purchase the Shares shall be evidenced by this Application duly executed in each case by the Application or an authorized signatory thereof, as the case may be, and accompanied by the corresponding payment for the Shares covered by this Application and all other required documents enumerated below under the heading "Required Attachments to this Application." The duly executed Application and required documents should be submitted to the Underwriters at or prior to 12 noon Manila time on the last day of the Offer Period, or to the Selling Agents at or prior to 12 noon Manila time of December 11, 2015.

# PAYMENT TERMS. The Shares must be paid in full.

ACCEPTANCE/REJECTION OF APPLICATIONS. The actual number of the Shares that an Applicant will be allowed to subscribe to is subject to the confirmation of the Underwriters. The Company reserves the right to accept or reject, in whole or in part, or to reduce any application due to any grounds specified in the Underwriting Agreement to be entered into by the Company and the Underwriters. Applications which were unpaid or where payments were insufficient and those that do not comply with the terms of the Offer shall be rejected. Moreover, any acceptance or receipt of payment pursuant to this Application does not constitute approval or acceptance by PPI of this Application. An Application, when accepted, shall constitute an agreement between the Applicant and PPPI for the subscription to the Shares at the time, in the manner and subject to terms and conditions set forth in this Application for tho fore. Notwithsharing the acceptance of any Application by PPI he actual subscription by the Applicant for the Shares will become effective only upon listing of the Shares on the Exchange and upon the obligations of the Underwriters under the Underwriters under the termsion of said agreement.

REFUND OF PAYMENTS DUE TO SCALE DOWN OR REJECTION. In the event that the number of the Shares to be allotted to an Applicant, as confirmed by an Underwriter or Selling Agent, is less than the number covered by its Application, or if an Application is wholly or partially rejected by PPPI, then PPPI shall refund, without interest, within five (5) Banking Days from the end of the Offer Period, all or the portion of the payment corresponding to the number of the Shares wholly or partially rejected. All refunds shall be made through the Underwriter or Selling Agent with whom the Applicant has filed this Application at the risk of the Applicant.

REGISTRATION AND LODGEMENT OF SHARES WITH BDO-TIG AND PDTC. Once the Shares are listed on the PSE, the Shares will be issued in scripless form through the electronic book-entry system of BDO Unibank, Inc. – Trust and Investments Group as registrar for the Offer (the Registrar). Upon approval by the PSE of the Companys listing application, the Shares shall be lodged with PDTC as Depository Agent on Listing Date through PSE. Trading Participants nominated by the Applicants. After Listing Date, shareholders may request the Registrar, through their nominated PSE Trading Participant, to (a) open a scripless registry account and have their holdings of the Shares registered under their name, or (b) issue slock certificates evidencing their investment in the Shares. Any expense that will be incurred in relation to such registration or issuance shall be for the account of the requesting shareholder.

LIQUIDATION RIGHTS. In the event of a return of capital in respect of the liquidation, dissolution or winding up of the affairs of PPPI but not on a redemption or purchase by PPPI of any of its share capital, the holders of the Shares at the time outstanding will be entilled to receive in Pesos out of the assets of PPPI available for distribution to shareholders, together with the holders of any other of the PPPI's shares ranking, as regards repayment of capital, *pari passu* with the Shares and before any distribution of assets is made to holders of any class of the shares of PPPI ranking after the Shares as regards repayment of capital, *pari passu* with the Shares and before any distribution of assets is made to holders of any class of the shares of PPPI ranking after the Shares as regards repayment of capital, liquidating distributions in an amount equal to the Offer Price of the Shares plus an amount equal to any dividends declared but unpiad in respect of the winding up of PPPI of the date of any such other return of capital, is upon any return of capital in respect of the winding up of PPPI or the date of any such other return of capital, in upon any return of capital in respect of the winding up of PPPI, the amount payable with respect to the Shares and any other shares of PPPI ranking as to any such distribution *pari passu* with the Shares are not pair in (lift). The Shares and any other shares of PPPI ranking distribution to the shares of PPPI repeative preferential amounts to which they are entitled. After payment of the full amount of the shares of PPPI and will not be entitled to any further participation or return of capital in a winding up.

SELLING AND TRANSFER RESTRICTIONS. After listing, the subsequent transfers of interests in the Shares shall be subject to normal selling restrictions for listed securities as may prevail in the Philippines from time to time

LEGAL TITLE. Legal title to the Shares will be shown in an electronic register of shareholders (the "Registry of Shareholders") which shall be maintained by the Registrar. The Registrar shall send a transaction confirmation advice confirming every receipt or transfer of the Shares that is effective to Shareholders (at the cost of the requesting shareholder). The Registrar shall send (at the cost of the company) at least once every year a Statement of Account to all shareholders named in the Registry of Shareholders, except certificated shareholders and depository partice confirming the number of Shareholder in the Registrar of Shareholders. Such Statement of Account shall serve as evidence of ownership of the relevant shareholder as of a given date thereof. Any request by the shareholders for certifications, reports or other document the Registrar, except as provided herein, shall be for the account of the requesting shareholder.

COMMUNICATIONS. The Applicant acknowledges that the Registrar does not guarantee the security of any notice, statement, or other communication transmitted through electronic means, and, thus, agrees that the Registrar is not liable for the complete and timely transmission thereof. The Applicant agrees to indemnify the Registrar from and against all actions, claims, demands, liabilities, obligations, losses, damages, costs (including without limitation, interest and reasonable legal fees) and expenses of whatever nature (whether actual or connection with electronic transmission of information. By indicating the email address/sets in this Applicating, the Applicant, the Applicant including is successors or assigns, consent to receive notices and uncommunication scenes that if shalp have no resones that all operate as a waiver of the Applicant's right and privilege to the secrecy of bank deposits in respect of such statementhonties. The Applicant assumes all risks in relation to the transmission of any electronic communication transmitted to the Applicant and agrees that if shall have no recourse to the Registrar of any liability or damage arising from or in connection with electronic transmission of information in respect of the Shares, unless said liability or damage was caused by the Registrar's fraut, evident bad faith, gross negligence or willing on structures is shall be in the frequency as structures is shall be in the frequency as structures. The Applicant and agrees structure is shall be in the frequency as structures is shall be in the freq

FEES. The Applicant understands and agrees that any transaction on the Shares which utilizes other services of the Registrar and/or any service provider, as the case may be, may be subject to such fees and charges for which the Applicant or its counterparty may be accountable. A copy of the schedule of such fees is available from the appropriate service provider.

BDO UNIBANK, INC. - TRUST AND INVESTMENTS GROUP RULES. The Applicant shall hereby be bound by the registry rules and procedures of the Registrar, as the same may be amended from time to time.

OBLIGATIONS LIMITED. The duties and obligations of the Underwriters shall be determined solely by the express provisions of this Application and the Underwriters shall not be liable except for the performance of their duties and obligations specifically set forth herein. The Underwriters shall not be readen to a summary obligation and shall be subject to no obligation or liability whatsoever under this Application to the Application to the Applicati or any other person, except that the Underwriters agree to perform such obligations and duties as are specifically set forth and undertaken by it herein without gross negligence or wilful misconduct. No implied covenants or obligations shall be read into this Application against the Underwriters make no representation or warranty regarding the Company.

INDEMNITY CLAUSE. Each Applicant agrees to indemnify and hold the Company and the Underwriters, their subsidiaries, affiliates, directors, officers and stockholders free and harmless from any and all losses, claims, damages, liabilities and expenses, or actions with respect thereto, arising out of or by virtue of any breach or alleged breach of the Applicant's representations, warranties or covenants, or any other matter related to the Offer. This indemnity undertaking of each Applicant shall survive and remain in full force and effect notwithstanding completion of the Offer and the complete performance of the other terms and conditions of this Application.

GOVERNING LAW. The Shares will be issued pursuant to the laws of the Republic of the Philippines.

THE SHARES AND THIS APPLICATION ARE GOVERNED BY, AND SUBJECT TO THE TERMS AND CONDITIONS HEREOF, AS WELL AS THOSE DESCRIBED IN THE PROSPECTUS. REQUIRED ATTACHMENTS TO THIS APPLICATION

## IF THE APPLICANT IS A CORPORATION, PARTNERSHIP OR TRUST ACCOUNT

- (a) (b) (c)
- IT IS A CORPORATION, PARTNERSHIP OR TRUST ACCOUNT: a certified to goog of the Applicant's Stept Artificates of Incorporation and By-laws and other constitutive documents, each as amended to date, duly certified by the corporate secretary; a certified true copy of the Applicant's SEC Certificate of Registration or Certificate of Incorporation, duly certified by the corporate secretary; and a duly notarized corporate secretary's certificate setting forth the resolution of the Applicant's board of directors or equivalent body authorizing (i) the purchase of the Shares indicated in this Application, and (ii) the designated signatories for the purpose, including their respective specimen signatures. It to (2) duly accomplished signature cards per signatory containing the specimen signatures of the Applicant's authorized signatorylies, validated by its corporate secretary or by an equivalent officer/s who is/are authorized signatorylies, and further validated/signed by the Underwriter / Selling Agent's authorized signatorylies whose authorityles and specimen signatures have been submitted to BDO-TIG.
- (d)

IF THE APPLICANT IS A NATURAL PERSON:
(a) Identification documents of the Applicant;
(b) Two (2) duly accomplished signature cards containing the specimen signature of the Applicant, validated / signed by the Underwriter / Selling Agent's authorized signatorylies, whose authoritylies and specimen signatures have been submitted to BDO-TIG; and
(c) Such other documents as may be reasonably required by the Underwrite(s) / Selling Agent(s) in implementation of its internal policies regarding 'know your customer' and anti-money laundering.

IDENTIFICATION DOCUMENTS SHALL CONSIST OF:

Any one (1) of the following valid identification documents bearing a recent photo and signature, and which is not expired: passport, driver's license, Professional Regulation Commission ID, National Bureau of Investigation clearance, postal ID, voter's ID, barangay extification, Commernies System e-card, Social Security System card, senior citizen card, Overseas Workers Welfare Administration ID, OFV ID, seamar's book, Alien Certification of Registration/Immigran Certificate of Registration, government office and GOCC ID (e.g. Armed Forces of the Philippines ID), Home Development Mutual Fund ID, National Council for the Welfare of Disabled Persons certification, Department of Social Welfare and Development certification, Integrated Bar of the Philippines ID, company IDs issued by private entities or institutions registered with or supervised or regulated either by the Bangko Sentral ng Pilipinas, SEC or Insurance Commission.

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

BIR Form No. 0901-D duly filed with the Bureau of Internal Revenue; (a) (b) (c)

- A certified true copy of the original tax exemption certificate, ruling or opinion issued by the Bureau of Internal Revenue on file with the Applicant as certified by its duly authorized officer; With respect to tax treaty relief, proofs to support applicability of reduced tax treaty rates, consularized proof of tax domicile issued by the relevant tax authority of the holder of the Shares, and original or SEC-certified true copy of the SEC confirmation that the relevant entity is not doing business in the Philippines;
- An original of the duly notarized undertaking declaring and warranting its tax exempt status, undertaking to immediately notify the Company and the Registrar of any suspension or revocation of its tax exempt status and agreeing to indemnify and hold the Company and the Registrar (d) free and harmless against any claims, actions, suits, and liabilities resulting from the non-withholding or reduced withholding of the required tax; and Such other documentary requirements as may be required under the applicable regulations of the relevant taxing or other authorities.
- (e)

Unless properly provided with satisfactory proof of the tax-exempt status of an Applicant, the Registrar may assume that said Applicant is taxable and proceed to apply the tax due on the Shares. Notwithstanding the submission by the Applicant, or the receipt by the Company or any of its agents, of documentary proof of the tax-exempt status of an Applicant, the Registrar may assume that said Applicant is taxable and proceed to apply the tax due on the Shares. Notwithstanding the submission by the Applicant, or the receipt by the Company or any of its agents, of documentary proof of the tax-exempt status of an Applicant, the Company may, in its sole and reasonable discretion, determine that such Applicant is taxable and require the Registrar to proceed to apply the tax due on the Shares. Any question on such determination shall be referred to the Company.