



**IN 4 COPIES:**  
 1<sup>st</sup> and 2<sup>nd</sup> copy - Issuer  
 3<sup>rd</sup> copy - Underwriter  
 4<sup>th</sup> copy - Applicant

**APPLICATION TO PURCHASE**  
**Primary Offering of 214,551 Common Shares and Secondary Offering of 62,949 Common Shares ("Offer")**  
**With a Par Value of ₱1,000.00 per Common Share at the Offer Price of ₱2,012.50 per Common Share (the "Offer Shares")**

This Application to Purchase Form, to be completed in four (4) copies, together with two (2) duly executed signature cards, the appropriate payment, and all required attachments, collectively comprising the application by the applicant (the "**Applicant**") to purchase Offer Shares (the "**Application**") must be received by the Underwriter no later than 12:00 noon, Manila Time, on October 7, 2021, unless otherwise extended or earlier terminated, with the approval of the Securities & Exchange Commission ("**SEC**"). Application forms received thereafter or without the attachments or requirements specified below will be rejected.

This Application is irrevocable upon submission and once received, may not be withdrawn by the Applicant. Central Azucarera de San Antonio, Inc. (the "**Company**", the "**Issuer**", or "**CASA**") and the Selling Shareholders, in conformity with SB Capital Investment Corporation (the "**Underwriter**"), reserves the right to accept or reject, in whole or in part, this Application. Applications improperly or incompletely accomplished may be rejected. In case of over-subscription, the Company, in conformity with the Underwriter, reserves the right to allocate the Offer Shares available to Applicants in the manner they deem appropriate. Applications received after the expiration of the Offer Period or any extension thereof or Applications with incomplete requirements shall be rejected. Applications where checks are dishonored upon first presentation and Applications that do not comply with the terms of the Offer shall be rejected. Any payment received pursuant to the Application does not mean approval or acceptance by the Company of the Application.

An Application, once accepted and approved by the Company and the Selling Shareholders in conformity with the Underwriter, shall constitute a purchase agreement between the Company and the Applicant for the purchase of the Offer Shares in the number approved by the Company at the time, in the manner, and subject to (a) the conditions set forth herein; (b) receipt by the Company of the appropriate payment in good cleared funds from the Applicant; and (c) upon the obligations of the Underwriter not being suspended, terminated or cancelled, on or before such issuance.

Capitalized terms used herein shall have the meaning ascribed to them in the final Prospectus dated October 7, 2021 (the "**Prospectus**") filed by the Company with the SEC and uploaded on the Company's website, <https://casantoniosugar.ph/>, as may be amended or supplemented. Applicants are advised to read the Prospectus before subscribing to the Offer Shares.

**APPLICATION**

I/We apply to purchase CASA Offer Shares under the terms and conditions stated herein and in the Prospectus for the Offer, as follows:

NUMBER OF OFFER SHARES	OFFER PRICE PER OFFER SHARE (IN PESOS)	TOTAL SUBSCRIPTION AMOUNT (IN PESOS)
	P-2,012.50	P

Applications must be for a minimum of 100 Offer Shares, and thereafter, in multiples of 10 Offer Shares.

**PAYMENT**

Payment for the Offer Shares shall be made either by: (a) a personal or corporate check/s drawn against an account with a Bangko Sentral ng Pilipinas ("BSP") authorized bank at any of its branches located in Metro Manila; or (b) a managers' or cashiers' check issued by such authorized bank. Checks must be made payable to the order of "SB Capital and Investment Corporation" crossed "Payee's Account Only" and dated as of the date of the Application. Checks that are subjected to clearing periods of over three (3) banking days will not be accepted. All applications must be paid in full, and partial payments shall not be accepted.

MODE OF PAYMENT	DRAWEE BANK / BRANCH	ACCOUNT NO. / CHECK NO.	AMOUNT
<input type="checkbox"/> Cash Payment <input type="checkbox"/> Personal or Corporate check <input type="checkbox"/> Cashier's or Manager's check			

**REPRESENTATIONS, WARRANTIES AND AUTHORIZATION**

In executing this Application, the Applicant represents and warrants, under penalty of law, that all information contained herein (including its tax status) and the required attachments are true and correct and that the signatures thereon are genuine, properly authorized, and obtained without use of fraud, coercion or any other vice of consent. The Applicant agrees to immediately notify CASA and the Underwriter 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 and CASA will rely solely on its representations and warranties set forth herein including, without limit, its declaration of its tax status, including, if applicable, its tax-exempt status in processing payments due to it. The Applicant agrees to indemnify and hold the Underwriter and CASA free and harmless against any and all claims, actions, suits, damages, and liabilities resulting from the non-withholding of the required tax due to the representations as indicated in this Application, any misrepresentation contained herein or any reliance on the confirmations contained herein. The Applicant likewise authorizes the Company to verify the information stated in this Application from any and all sources and in any and all manner, including but not limited to, requesting information contained herein from the Underwriter regarding the Applicant's account/s. By giving authority to the Company and by signing this Application, the Applicant hereby, solely and exclusively for the limited purpose of enabling the Company to update the information contained herein and to record, process and share information as contemplated by this Application, the processes and procedures of the Company and the Terms and Conditions of the Offer — hereby accordingly, (a) gives full consent and authority to CASA and the Underwriter for the collection, processing, retention, and/or sharing of their personal, sensitive personal or privileged information by CASA and the Underwriter; and (b) waives all rights to privacy of information or confidentiality that may exist by law, implementing regulations or by contract. The Applicant warrants that the Applicant (or its authorized signatory) has read and understood the Terms of the Offer, as detailed in the Prospectus, and the terms and conditions stated in this Application, and unconditionally accepts the same. The Applicant represents and warrants that its purchase of the Offer Shares will not violate the laws of the country of jurisdiction of its incorporation or organization. The Applicant further represents and warrants that it is allowed under the laws of the country of the jurisdiction of its incorporation or organization to acquire, purchase and hold shares of CASA. The Applicant further represents and warrants to CASA and the Underwriter that it agrees to be bound by such terms and conditions, and that it has independently and, without reliance on CASA and the Underwriter, made its own credit investigation and appraisal of the financial position and affairs of CASA on the basis of such documents and information it has deemed appropriate, and that it has subscribed to the Offer Shares on the basis of such independent appraisal, and that it shall continue to make its own credit appraisal without reliance on CASA and the Underwriter. The Applicant further agrees that completion of this Application constitutes an instruction and authority from the Applicant to CASA and/or the Underwriter to execute any application form or other documents and generally to do all such other things and acts as CASA and the Underwriter, may consider necessary or desirable to effect registration of the Offer Shares in the name of the Applicant. In signing this Application, the Applicant hereby consents to CASA, the Underwriter, and their respective duly authorized agents and representatives and service providers and any of their respective related, associated or affiliated companies (singly or collectively, the "Recipient") to collect, process, retain, share, dispose and destroy information that are required to enable the Recipient to carry out their duties in connection with the Offer or the Offer Shares or under the relevant agreements, and information contained herein or supplied by the Applicant to the Recipient, which information shall include personal, sensitive personal, or privileged information of such Applicant (collectively, the "Information"), in accordance with the Data Privacy Act of 2012 and its Implementing Rules and Regulations.

NAME OF APPLICANT (IN PRINT)	SIGNATURE OF APPLICANT		DATE
ADDRESS	NATIONALITY	TELEPHONE NUMBER/S	TAX IDENTIFICATION NUMBER
NATURE OF WORK/OCCUPATION	SOURCE/S OF FUNDS	DATE AND PLACE OF BIRTH	NAME OF EMPLOYER/BUSINESS

**ACKNOWLEDGMENT**

(Applicants should not fill in this section)

To be completed by the Underwriter	To be completed by the Company
Application received:	Application accepted and approved by:
By: _____ Name of Underwriter and Authorized Signatory	Total Number of Offer Shares Accepted: _____
Date/Time: _____	By: _____ Date: _____

**REQUIRED ATTACHMENTS TO THIS APPLICATION**

**For Individual Applicants:**

- Two (2) duly executed specimen signature cards in the form attached to this Application, duly authenticated by the Underwriter;
- Photocopy of one (1) valid and current government-issued ID (e.g., SSS, GSIS, Driver's License, Passport or PRC) (Note: For joint applications (i.e. multiple subscribers/investors in one Application), one (1) valid and current government-issued ID of each applicant/investor will be required.);
- Such other documents as may be reasonably required by the Underwriter in implementation of their internal policies regarding "knowing your customer", anti-money laundering, and combating financing of terrorism.

**For Corporate Applicants**

- Two (2) duly executed signature cards of the authorized signatories in the form attached to this Application, duly authenticated by the Applicant's corporate secretary (or the equivalent corporate officer);
- A certified true copy of the latest Articles of Incorporation and By-laws of the Applicant (or articles of partnership in the case of a partnership) and other constitutive documents (each as amended to date), duly certified by its Corporate Secretary (or managing partner in the case of a partnership);
- A certified true copy of the Applicant's certificate of registration issued by the relevant regulating body of the Applicant's country of incorporation or organization duly certified by its corporate secretary (or the equivalent corporate officer authorized to provide such certification);
- A duly notarized certificate of the Applicant's Corporate Secretary (or managing partner in the case of a partnership) that sets out (a) the resolutions of the Applicant's Board of Directors or equivalent body (a) authorizing the purchase of the Offer Shares subject of the Application; identifying the designated signatories for the purpose, including their specimen signatures; and (c) percentage of the applicant's capital or capital stock held by Philippine nationals;
- Photocopy of one (1) valid and current government-issued ID (e.g. SSS, GSIS, Driver's License, Passport or PRC ID) of (a) the authorized signatory/ies, duly certified as a true copy by the Corporate Secretary and (b) the Corporate Secretary, duly certified as true copy by an authorized officer of the corporation;
- Such other documents as may be reasonably required by the Underwriter in implementation of their internal policies regarding "knowing your customer", anti-money laundering, and combating financing of terrorism.

**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:**

- (a) A certified true copy of the original tax exemption certificate, ruling or opinion issued by the BIR addressed to the Applicant confirming the exemption or preferential rate (certified as being a true copy of the original on file with the Applicant);
- (b) A duly notarized Affidavit with Undertaking or Indemnity and Undertaking (in the prescribed form by CASA declaring and warranting its tax-exempt status or preferential rate entitlement, and undertaking to immediately notify CASA of any suspension or revocation of its tax exemption certificates or preferential privilege and agreeing to indemnify and hold CASA free and harmless against any claims, actions, suits and liabilities resulting from the non-withholding of the required tax; and
- (c) Such other documentary requirements as may be reasonably required by CASA or the Underwriter 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 Applicant's legal domicile in the relevant treaty state, and confirmation from the SEC that the entity is not doing business in the Philippines.

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

**TERMS OF THE OFFER**

The information supplied in the succeeding pages are merely excerpts taken from the final Prospectus dated September 15, 2021, filed by the Company with the SEC and uploaded on the Company's website, <https://casantoniosugar.ph/>, as amended or supplemented. For a complete description of the Terms of the Offer, the Applicant is advised to refer to the section entitled "Terms of the Offer" in the Prospectus.

<b>Issuer</b>	Central Azucarera de San Antonio, Inc., a corporation organized under Philippine law.
<b>The Offer</b>	The offer and sale of 277,500 Shares of the Company, consisting of 214,551 new common shares to be issued and offered by the Company by way of a primary offer; and 62,949 existing common shares offered by the Selling Shareholders.
<b>Eligible Applicant and Restrictions on Ownership</b>	The Offer Shares may be subscribed to or held by any person of legal age or duly organized and existing corporation, partnerships, or other corporate entities subject to pertinent rules on foreign ownership.  Since CASA owns real estate, it is subject to the foreign ownership limit of 40.00% of its outstanding capital stock. Accordingly, CASA cannot allow the issuance or the transfer of shares to persons other than Philippine Nationals and cannot record transfers in the books of CASA if such issuance or transfer would result in CASA ceasing to be a Philippine National for purposes of complying with the restrictions on foreign ownership described above.
<b>Offer Price</b>	₱2,012.50 per Offer Share
<b>Minimum Subscription</b>	Each application must be for a minimum of 100 Firm Shares, and thereafter, in multiples of 10 Firm Shares. Applications for multiples of any other number of Shares may be rejected or adjusted to conform to the required multiple, at the Company's discretion.
<b>Issue Manager and Underwriter</b>	SB Capital Investment Corporation
<b>Application and Acceptance</b>	Application forms and specimen signature cards may be obtained from the Underwriter. Applicants shall complete the application form, indicating all pertinent information such as the applicant's name, address, contact number, taxpayer's identification number, citizenship and all other information as may be required in the application form and shall provide all the required documents. Applicants shall undertake to sign all documents and to do all necessary acts to enable them to be registered as holders of Offer Shares. Failure to complete the application form may result in the rejection of the application. All Applications shall be evidenced by the Application to Purchase, in quadruplicate, duly executed by the applicants themselves or by the authorized signatory(ies) of the applicant (in the case of an applicant that is not a natural person), and accompanied by two (2) completed specimen signature cards, which for applicants other than a natural person, should be authenticated by the corporate secretary (or its equivalent officer), and the corresponding payment for the Offer Shares covered by the Application and all other required documents. The required documents are as specified in the Required Attachments to this Application section above.
<b>Payment Terms for the Trading Participants and Retail Offer</b>	The Offer Shares must be paid for in full upon submission of the Application to Purchase and the requisite attachments. Payment for the Offer Shares shall be made either by: (a) a personal or corporate check/s drawn against an account with a Bangko Sentral ng Pilipinas ("BSP") authorized bank at any of its branches located in Metro Manila; or (b) a managers' or cashiers' check issued by such authorized bank. Checks must be made payable to the order of "Central Azucarera de San Antonio, Inc." crossed "Payee's Account Only" and dated as of the date of the Application. Checks that are subjected to clearing periods of over three (3) banking days will not be accepted. All applications must be paid in full, and partial payments shall not be accepted.
<b>Refunds for the Trading Participants and Retail Offer</b>	In the event that: (1) that the number of Offer Shares to be received by an Applicant, as confirmed by SB Capital, is less than the number covered by its Application, or (2) there is a reduction of Offer Price, or (3) if an Application is rejected by the Company, or (4) the Company decides to rescind the Offer because of the unsuccessful sale to the public of not less than fifteen percent (15%) of its outstanding capital stock as required by Republic Act No. 9136 or the Electric Power Industry Reform Act (EPIRA), the Company, through SB Capital, shall refund, without interest, via check payable to the Applicant (or in case of joint Applicants to the first named Applicant) and crossed "Payee's Account Only", within five (5) Banking Days from the end of the Offer Period, all, or a portion of the payment corresponding to the number of Offer Shares wholly or partially rejected.  Such refund check shall be made available for pick-up at SB Capital's offices five (5) trading days after the end of the Offer Period. Refund checks that remain unclaimed after thirty (30) calendar days from the date such checks are made available for pickup shall be mailed at the Applicant's risk to the address as indicated in the Application, at Applicant's risk.  Pursuant to EPIRA, generation companies which are not publicly listed shall offer and sell to the public not less than fifteen percent (15%) of their common shares of stocks until 03 June 2024, or within five (5) years from effectivity of ERC Resolution No. 4-2019. However, if the Company fails to comply with this requirement after implementing the extension of Offer Period and/or reduction of Offer Price, the Company shall refund, without interest, payments made by the Applicant.  The refund shall be without interest and payment shall be made via check payable to the Applicant (or in case of joint Applicants to the first named Applicant) and crossed "Payee's Account Only", within five (5) Banking Days from the end of the Offer Period.
<b>Issuance and Transfer Taxes</b>	All fees, documentary stamp or other taxes, and other expenses that may be incurred in connection with the sale of the Offer Shares shall be for the account of the Company and/or the Selling Shareholders.  Documentary Stamp Tax (DST) shall be imposed at a rate of ₱2.00 for every ₱200 or a fractional part of the par value of the shares to be issued. DST is payable on or before the 5th day of the month following the corporation's acceptance of the stock subscription.  Net capital gains realized by a resident or non-resident other than a dealer in securities during each taxable year from the sale, exchange, or disposition of shares of stock in a Philippine corporation not listed at and effected outside of the facilities of the local stock exchange are subject to 15.0% final tax. The secondary transfer of shares of stock is subject to a documentary stamp tax of P1.50 for each P200.00 par value or a fractional part thereof of the par value of the shares of stock transferred.  The transfer of shares shall not be recorded in the books of the Company unless the BIR certifies, through the issuance of a Certificate Authorizing Registration, that the capital gains and documentary stamp taxes relating to the sale or transfer have been paid, or other conditions to qualify for exemption or reduction in tax rate have been met.
<b>Timetable</b>	The expected timetable of the Offer is scheduled as follows:  Receipt of SEC Pre-Effective Clearance.....August 31, 2021  Public Offer Period..... September 16, 2021 to October 7, 2021  The Company, the Selling Shareholders, and SB Capital reserve the right to extend or terminate the Offer Period.  Settlement Date..... October 7, 2021