Notice to All Shareholders of Asian Terminals, Inc.
and
Guidelines on the Payment and Purchase of Fractional Shares by ATI

The Securities and Exchange Commission ("**SEC**") has approved the application of **ASIAN TERMINALS, INC.** ("**ATI**" or the "**Company**") for amendments to the Seventh Article of the Company's Amended Articles of Incorporation (the "**Amendments**") on 11 November 2026.

The Amendments provided, among others, for the increase in par value of the Company's common shares from PhP1.00 per share to PhP204,827.00, and correspondingly the decrease in the authorized number of shares of the Company from 4,000,000,000 shares to 19,528 shares (the "**Reverse Stock Split**"). Further, the Amended Articles of Incorporation now state that any fractional shares issued as a result of the Amendment shall revert and be purchased and paid for by the Company in cash based on an amount to be determined by the Board of Directors, less taxes and other lawful charges as applicable, and shall be considered as treasury shares.

Following approval by the SEC of the Reverse Stock Split on 11 November 2026 (the "**Effective Date**"), amending the par value of the shares in the Company, notice is hereby given that the resulting fractional shares from the Reverse Stock Split shall be treated as follows:

1. Following the Effective Date, the number of common shares of the Company shall be effectively reduced at a ratio of one (1) common share of stock with a new par value of PhP204,827.00 for every 204,827 common shares at the previous par value of Php1.00.

2. **Fractional Shareholders.** Following the approval of the Amendments, the following shall be considered as shareholders owning fractional shares ("**Fractional Shareholders**"):
    a. Prior to the Amendments, a shareholder owning less than 204,827 common shares in ATI;
    b. Prior to the Amendments, a shareholder owning more than 204,827 shares, but, as a result of the Amendments, owns fractional shares to the extent of the excess over 204,827 that such shareholder owned prior to the Effective Date and computed based on the above ratio.

    For purposes of these Guidelines, "Fractional Shares" shall refer to any resulting share ownership of less than one (1) full common share of the Corporation that arises from the adjustment of a stockholder's shareholdings as a result of the Reverse Stock Split.

3. **Treatment of Fractional Shares due to Amendments.** In line with the Amendments, the Company shall not have outstanding Fractional Shares, and any such fractional shares shall revert, be purchased, and paid for by the Company and shall be considered as Treasury Shares. Hence, upon Effective Date, and regardless of the status of the execution of the Deed of Absolute Shares and the actual receipt of the payment for the fractional shares, Fractional Shareholders shall not be entitled to any rights of a shareholder with respect to such shares, except only the right to claim payment for the cash value during the Claim Period, as defined below.

4. **Payment.**

    a. The fair market value of one share in ATI has been determined, as of date of this notice, to be PhP36.00 (the "**Purchase Price**").

    b. The Affected Shareholder shall be entitled to receive from the Company, in consideration of and to the extent only of the Fractional Shares, an amount equivalent to the result of multiplying the Purchase Price by the percentage that such fractional share represents one share of ATI.

    *By way of example, if the Fractional Share Buy-Back FMV is equal to PhP2 and a Fractional Share represents 50% of one share in ATI, the fair market value of that Fractional Shareholder's Fractional Share will be calculated as: PhP2.00*50% = PhP1.00.*

c. If an Affected Shareholder holds at least (1) share and a fraction, the Company shall only purchase the shares which are fractional.

By way of example, please see below possible scenarios:

Scenario	*Adjusted Shareholdings After Amendment*	*Whole Shares Retained*	*Fractional Shares (to be Purchased by the Company)*
Example 1	*1.33*	*1*	*0.33*
Example 2	*2.75*	*2*	*0.75*
Example 3	*0.80*	*0*	*0.80*

d. Fractional Shareholders shall bear the obligation to pay any and all taxes arising from the purchase by the Company of the Fractional Shares, including any other applicable fees. The fees of the stock and transfer agent shall be borne by the Company.

5. All required and applicable documentary requirements listed as **Annex A** should be submitted to the stock transfer agent no later than 14 December 2026 (the "**Deadline**").

a. Please refer to Annex "A" for list of complete documentary requirements to be submitted by the Fractional Shareholders to the relevant stock transfer agent. Please attach a copy of Annex "A" on your submission to the stock and transfer agent.

b. The Affected Shareholder shall be responsible for ensuring completeness and compliance with requirements such as notarization.

c. The contact details of the stock transfer agent, to which the documents shall be delivered, are as follows:

Professional Stock Transfer, Inc.
10th Fl., Telecom Plaza 1200, 316 Sen. Gil J. Puyat Ave
Makati City, Philippines
Email Address: info@professionalstocktransfer.com
Customer Service Hotline: +632 8687 4053

Contact Person:

Edelyn S. Jimeno
Phone: +632 8687 4053

Hilda Amion
Phone: 0947 9999 200

d. All documents must be received by the stock and transfer agent by the Deadline, to give the Company or the Affected Shareholder sufficient time to pay taxes. No later than the 60th calendar day from the Deadline, the Affected Shareholder must submit to the stock and transfer agent or the Company proof of payment of taxes and the Bureau of Internal Revenue ("**BIR**") Certificate Authorizing Registration ("**CAR**").

e. Scripless shares holders are responsible for the delivery of an original certification from the Philippine Central Depository ("**PCD**") Participant or broker holding the shares on its behalf, attesting to the number of shares it beneficially owned prior to and subsequently after the Amendments.

f. If the original stock certificates are lost, stolen, or damaged beyond recognition, an original and notarized Affidavit of Loss must be executed by the Affected Shareholder and submitted to the stock and transfer agent, clearly stating the details of the lost or damaged certificate, including shareholder's name, certificate number, number of shares, and circumstances of the loss or damage.

Within the Deadline, each Affected Shareholder shall notify the stock transfer agent in writing that such Affected Shareholder will handle the remittance of the taxes due to the BIR ("**Option 1**"); In case of failure of the Affected Shareholder to confirm in writing by the Deadline that it shall handle the remittance of the taxes due to the BIR, the Company shall handle the remittance of taxes due on the Transaction to the BIR in the manner provided in this notice ("**Option 2**").

6. **Payment Terms.** The mode and timing of payment for each Affected Shareholder shall depend on the Option chosen by each Affected Shareholder.

a. **Option 1.** This procedure shall apply to Fractional Shareholders who have chosen Option 1 and have notified the stock transfer agent of such choice within the Deadline, and have submitted the documents required under Annex A to the stock transfer agent.

i. The Company shall prepare two checks, where one check shall be in the amount representing 60% of the Purchase Price (the "**First Check**"), and the second check representing 40% of the Purchase Price (the "**Second Check**").

ii. Upon satisfactory completion and delivery to the stock and transfer agent by the Affected Shareholder of the documents required under Annex A, and following verification of its completeness by the stock and transfer agent, the First Check shall be released to the Affected Shareholder.

iii. The Second Check shall be kept by the stock and transfer agent for safekeeping and as security for the Affected Shareholder's obligation to pay taxes and to obtain the CAR from the BIR, until such obligations have been fulfilled by the Affected Shareholder.

iv. Upon delivery of the BIR CAR to the stock and transfer agent, the stock and transfer agent shall notify the Company. The Company shall then instruct the stock and transfer agent to release the Second Check in accordance with the Affected Shareholder's instruction.

v. In the event of failure to obtain the BIR CAR within 60 calendar days from the deadline, the Company, on behalf of the Affected Shareholder, may (but shall not have the obligation to), at any time:
    1. Use the withheld funds to arrange the payment of taxes that are for account of the Affected Shareholder (and as applicable, any surcharges, penalties, and interest) in respect of the sale of the fraction shares;
    2. File the relevant tax returns, to the extent that the Company has not been provided with sufficient evidence that the taxes have been paid;
    3. Compute the capital gains tax at the rate of 15% of the Purchase Price, unless proof of acquisition is obtained from the Affected Shareholder prior to the Deadline[1];
    4. Compute the documentary stamp tax based on the proportionate par value of the fractional shares purchased; and
    5. Secure the CAR from the BIR.

1 Cost or adjusted cost basis as a deduction from the consideration for the shares to determine capital gains must be duly substantiated. In the absence of evidence of the cost or adjusted cost basis, the capital gains tax ("**CGT**") will be paid based on consideration with no deduction.

vi. In such case as outlined in item (v), the stock and transfer agent shall return the Second Check to the Company for cancellation with intention of using the funds for that Second Check for the purposes outlined above. Any remaining balance from the withheld amount, after deducting applicable taxes, penalties, and interest (the "**Surplus Amount**"), shall only be released to the Affected Shareholder after the BIR CAR has been obtained by the Company.

vii. The Company shall send the Affected Shareholder a notice that the BIR CAR has been released and the Surplus Amount can be claimed within 10 business days from receipt of the notice.

viii. Fractional Shareholders who elected Option 1 shall submit to the stock transfer agent or to ATI the proof of payment of taxes and CAR no later than the 60th calendar day from the Deadline.

b. **Option 2.** This procedure shall apply to Fractional Shareholders (i) who failed to submit all the documentary requirements within the Deadline (even if the Affected Shareholder has chosen Option 1), or (ii) has failed to notify the stock and transfer agent in writing of its choice of Option 1 within the Deadline.

i. In respect of such Fractional Shareholders, the Company shall have the right, but not the obligation to, at any time:

1. Cause the payment of taxes that are for the account of the Affected Shareholder and as applicable, any surcharges, penalties, and interest) in respect of the sale of the fraction shares;

2. File the relevant tax returns, to the extent that the Company has not been provided with sufficient evidence that the taxes have been paid;

3. Compute the capital gains tax at the rate of 15% of the Purchase Price, unless proof of acquisition is obtained from the Affected Shareholder prior to the Deadline;

4. Compute the documentary stamp tax based on the proportionate par value of the fractional shares purchased; and

5. Secure the CAR from the BIR.

ii. The Company's exercise of item (i) shall be without prejudice to the Company's right to recover from the Affected Shareholder any amount as may be disbursed by the Company in excess of funds represented by the Second Check.

iii. In respect of any Affected Shareholder who fails to submit all the documentary requirements within the Deadline or any of the documents described in (i) and (ii) below, the Company, on behalf of such Affected Shareholder, may, but shall not have the obligation to:

1. Execute a Deed of Absolute Sale of Shares in favor of the Company and the relevant documents in respect of the Transaction;

2. Surrender to the stock and transfer agent the stock certificate issued by the Company in the name of the Affected Shareholder in respect of the Fractional Share.

3. Record in the stock and transfer books of the Company the cancellation of the stock certificate issued by the Company in the name of the Affected Shareholder in respect of the Fractional Share, notwithstanding the failure of the Affected Shareholder to surrender the stock certificate in their possession to the stock and transfer agent.

4. THE PROCEDURE OUTLINED HERE IS SOLELY FOR THE PURPOSE OF MITIGATING THE COSTS ON THE AFFECTED SHAREHOLDER ARISING FROM THE TRANSACTION, WHICH COSTS (APART FROM THE BASIC TAXES WHICH ARE FOR THE ACCOUNT OF THE AFFECTED SHAREHOLDER) MAY INCLUDE SURCHARGES, PENALTIES, AND INTEREST FOR NON-PAYMENT OF THE TAXES WITHIN THE REGULATORY DEADLINES. HOWEVER, NOTHING IN THIS SECTION SHALL OBLIGATE THE CORPORATION TO CARRY OUT THE ACTIONS DESCRIBED IN THIS SECTION AND, IF AT ALL TO BE CARRIED OUT, TO IMPLEMENT SUCH ACTIONS WITHIN A PARTICULAR PERIOD OF TIME.

iv. The Company shall likewise prepare two checks for the Affected Shareholder, where one check shall be in the amount representing 60% of the Purchase Price (the "**First Check**"), and the remaining 40% shall be used to pay the taxes due on the transaction, for purposes of obtaining a BIR CAR. Any amount remaining shall be released to the Affected Shareholder after the Affected Shareholder has timely submitted documents outlined under Annex A and the Company is able to secure the BIR CAR (the "**Surplus Amount**").

v. Upon satisfactory completion and delivery to the stock and transfer agent by the Affected Shareholder of the documents required under Annex A, and following verification of its completeness by the stock and transfer agent, the First Check shall be released to the Affected Shareholder.

vi. Provided the Affected Shareholder has submitted the documents required under Annex A, and there remains a Surplus Amount in favor of the Affected Shareholder, the Company shall send the Affected Shareholder a notice that the BIR CAR has been released and the Surplus Amount can be claimed within 10 business days from receipt of the notice.

c. Strictly and exclusively for purposes of implementing the Amendments and mitigating the costs on Fractional Shareholders, the Company or its representatives shall have full power and authority to do and perform any and all acts necessary and proper to successfully carry out the acts mentioned under this provision.

7. Unclaimed Amounts.

a. Should any of the checks delivered by the Company to the stock and transfer agent become stale, the stock and transfer agent shall return the checks to the Company.

b. Any amount standing to the credit of any person for purchase by the Company of the Fractional Shares which remains unclaimed 10 years after such purchase, or has announced the availability of the payment for the Fractional Shares (whichever is later), may be forfeited in favor of the Company. Upon such forfeiture, the Company shall no longer be required to recognize the amount as a liability. Accordingly, no claim for the cash value of the Fractional Shares may be made.

8. The Company reserves the right to amend these Guidelines (including the extension of deadlines) and any such amendment shall be posted on its website.

9. All notices, communications, and other documents required or permitted to be given under this Guidelines shall be deemed properly delivered if sent (a) in person; (b) through registered mail to the recipient's last known address; (c) by e-mail to the recipient's designated e-mail address; or (d) by posting such notice on the Company's official website. Notices shall be effective upon actual receipt, or, in the case of registered mail, e-mail, or website posting, upon the date of delivery or posting, as applicable, except where a different period is required by law or expressly stated herein.

10. For any inquiries, please email the Company's Investor Relations Officer at **ATI.InvestorRelations@asianterminals.com.ph** and the Stock Transfer Agent at **info@**

ANNEX A
CHECKLIST OF DOCUMENTARY REQUIREMENTS

Checklist of Documents Required for the Sale of Shares in ASIAN TERMINALS, INC.

Name and Signature of Affected Shareholder: _____

Indicate if :
[ ] Certificated, Certificate No. and Number of Shares: _____
[ ] Scripless, Name of Broker and Number of Shares: _____

Note: Certain capitalized terms used but not defined herein have the meanings given to them in Asian Terminals, Inc.'s "Guidelines on the Payment for the Purchase of Fractional Shares".

Please check website of the Company for the forms for filing with the Bureau of Internal Revenue.

For Fractional Shareholders who choose Option 2, please note that the Company's ability to remit the taxes and secure the corresponding Certificate Authorizing Registration (CAR) may be subject to delays due to varying interpretations and requirements imposed by different BIR Revenue District Offices (RDOs). These delays may arise from the evolving and varying documentation standards applied by the BIR, particularly in distinguishing between certificated and scripless shares. The BIR may also request additional or new requirements during processing of the CAR application, which could affect the timeline for completion.

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A. For Individual Shareholders:
I. Ownership & Identification
[ ] Original ATI stock certificate(s) (covering shares prior to being fractionalized), endorsed in blank at the back by the Affected Shareholder.

- ***IF SCRIPLESS:***

[ ] Contact broker for the issuance of a certification from the PCD Participant/broker holding the shares on behalf of such Affected Shareholder attesting to the number of Pre-AOI Amendment Shares beneficially owned by the said shareholder and such other information as may be required by the Stock Transfer Agent or the Company.

- ***IF LOST STOCK CERTIFICATE(S)*** *(See Document No. 4)**:***

[ ] Affidavit of Loss with Undertaking (executed by registered owner, specifying stock name, registered owner, number of shares, cert. no., and circumstances of loss). *(See Document No. 2; One (1) original required)*

[ ] Photocopies of the lost stock certificate(s) *(One (1) copy required)*

[ ] Photocopies of two (2) valid government-issued IDs (showing photograph and signature, e.g., driver's license, TIN card, SSS/GSIS ID, passport) with three (3) specimen signatures.

- **IF ACTING THROUGH ATTORNEY-IN-FACT:**

[ ] Photocopies of two (2) valid IDs for the registered Affected Shareholder, with three (3) specimen signatures.

[ ] Photocopies of two (2) valid IDs for the attorney-in-fact, with three (3) specimen signatures.

[ ] Notarized Irrevocable Special Power of Attorney (with IDs attached, with three (3) specimen signatures).

[ ] A complete mailing address for the service of notices.

[ ] A valid and active email address.

[ ] A valid and active contact number.

II. Transaction & Tax Compliance
[ ] Duly executed and notarized Deed of Absolute Sale of Shares by the Affected Shareholder, as the Seller. *(Note: If the Seller is married, spouse must also sign. See Document No. 1; Five (5) originals required.)*

[ ] Secretary's Certificate on the Board Resolution and Special Power of Attorney (authorizing a person/entity to process the eCAR Application) (*See Document No. 5 for the form of Power of Attorney*; 3 Originals).

[ ] Proof of claimed deductions (such as official receipts/invoices), if claiming expenses/deductions (1 Original and 1 Photocopy).

[ ] Certificate of Exemption/BIR Ruling issued by the Commissioner of Internal Revenue or his authorized representative, if claiming capital gains tax exemption (1 Original and 1 Photocopy).

[ ] Original copy of a certification issued by the relevant Revenue District Office ("**RDO**") of the BIR confirming:
(a) The Seller's Taxpayer's Identification Number.
(b) That the Seller is registered with the issuing RDO.
(c) The Seller's registered address (the "**RDO Certification**").

[ ] Original or certified true copy of the relevant document(s) showing proof of the acquisition price of the Seller's Pre-AOI Amendment Shares (e.g., subscription agreement with proof of payment of subscription price for original issuance, deed of assignment/sale of shares with the BIR certificate authorizing registration on the acquisition, purchase confirmation from broker for PSE-purchased shares).

[ ] For deceased Fractional Shareholders, the original copy of the relevant document(s) showing proof of the settlement of estate with a clear provision on the heir who may claim payment for the Fractional Share, and payment of all the relevant taxes (i.e. the BIR certificate authorizing registration on the estate and donors tax due thereon).

III. Payment & BIR Clearances

[ ] Duly signed Acknowledgement Receipt by the Seller for the receipt of payment for the Sale Securities *(See Document No. 3; One (1) Original)*.

[ ] Complete Bank Details in Philippine Peso (PHP) Currency (Bank Name, Account Name, Account Number, Branch Name/Location, and Swift Code).

[ ] Confirmation Receipt of Electronic Payment or other proof of payment of certification fee worth Php100.00 (for CAR).

[ ] Affected Shareholder Payment Instruction for Final 40% Payment (1 Original).

B. For Multiple Shareholders or Joint Shareholders:

[ ] All applicable documents listed under **Section A (Individual Shareholders)** must be submitted in respect of each shareholder, including item A(a) for stock certificate submission.

[ ] For *each* joint shareholder, submit:

- [ ] Two (2) valid government-issued IDs (e.g., passport, driver's license, unified multipurpose ID) showing photo, signature, and personal details, preferably with residential address.
- [ ] Complete mailing address.
- [ ] Valid and active email address.
- [ ] Valid and active contact number.

[ ] Authority of the joint shareholder who will act as authorized representative of the other joint shareholders to sign any deed of sale and other documents, and to receive the fair value of the Sale Share.

C. For Partnership and Corporate Shareholders:

[ ] All applicable documents listed under **Section A (Individual Shareholders)** must be submitted, including item A(a) for stock certificate submission.

[ ] Notarized Board Resolution authorizing the sale of its ATI Common Shares, designating signatories for the purpose, and indicating the specimen signatures of those signatories.

[ ] Copy of the SEC Certificate of Incorporation or equivalent constitutive document, certified as a true copy of the original by the Corporate Secretary or equivalent official.

[ ] Copies of the latest Articles of Incorporation and By-laws of the Affected Shareholder or equivalent constitutive documents, each certified as a true copy of the original by the Corporate Secretary or equivalent official.

[ ] Copy of the latest General Information Sheet (GIS) filed with the Securities and Exchange Commission (SEC) with acknowledgment of receipt, certified as a true copy of the original by the Corporate Secretary or equivalent official.

[ ] Photocopies of two (2) valid identification cards showing the authorized signatory/ies and Corporate Secretary's signature and photograph (e.g., driver's license, tax identification card, SSS/GSIS card, passport).

C. Others

[ ] Additional documents as may be required by the stock and transfer agent or the Company.

DOCUMENT NO. 1
DEED OF ABSOLUTE SALE OF SHARES

This Deed of Absolute Sale of Shares (the "**Deed**") executed this _____ by and between:

[Name and Details of Seller] (hereinafter referred to as "**Seller**");

- in favor of -

ASIAN TERMINALS, INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office located at ATI Head Office: A. Bonifacio Drive, Port Area, Manila, represented herein by [●] (hereinafter referred to as the "**Buyer**");

(The Seller and the Buyer shall each be referred to herein as a "**Party**", and collectively, the "**Parties**").

WHEREAS, the Seller is the [absolute and registered and beneficial owner[1] / registered owner[2]] of the Sale Shares (as defined in Section 1 below);

WHEREAS, the Seller desires to sell, assign, and transfer, and the Buyer desires to purchase and acquire, the Sale Shares (as defined in Section 1 below) for the Purchase Price (as defined in Section 2 below);

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and representations contained herein, the Parties hereby agree as follows:

1. Sale and Purchase of the Sale Shares. The subject matter of the sale and purchase transaction under this Deed is the rights and interests of the Seller to the following number of shares of the Buyer (the "**Sale Shares**"), legally and beneficially owned by the Seller in the Buyer as of the date of this Deed, as more particularly described in and as evidenced by [Stock Certificate No. [●] dated in the name of the Seller / certification from [●*insert PCD Participant/broker*]][3]. The Sale Shares are part of the authorized capital stock of the Buyer but have been converted already to fractional shares with par value of ₱[●].00 per one whole share.

Number of Shares	Cost Per Share	Total Cost
[●]	₱[●]	₱[●]

2. Purchase Price. For and in consideration of the amount of ₱[●] (the "**Purchase Price**"), the Seller hereby sells, assigns, transfers, and conveys to the Buyer, and the Buyer hereby purchases and acquires from the Seller, all the rights and interests of the Seller to the Sale Shares, free and clear from all claims, liens and Encumbrances.

Number of Shares	Purchase Price Per Share	Total Purchase Price
[●]	₱[●]	₱[●]

As used in this Deed, "**Encumbrance**" means, with respect to the Sale Shares, any lien, claim, charge, mortgage, pledge, levy, security interest, options, charges, adverse claim or other encumbrance in respect of such Sale Shares.

3. [Share Certificates. Simultaneous with the execution of this Deed, the Seller shall deliver duly

1 Applicable for individual certificated or scripless shareholder.
2 Applicable for stockbroker acting as Seller.
3 This portion may be amended depending on whether the shares are certificated or scripless.

indorsed stock certificates relating to the Sale Shares to the Buyer.][4]

4. Capital Gains Tax.

(a) The capital gains tax ("**CGT**") on the sale and transfer of the Sale Shares, if applicable, shall be for the account of the Seller. The Seller shall pay the CGT, if applicable, within the regulatory deadline for payment of the CGT.

(b) The payment of CGT arising from this sale shall be deducted from the Purchase Price. Having received the amount of CGT as deducted from the Purchase Price, the Buyer shall be responsible for the remittance of said taxes, on behalf of the Seller, to the Bureau of Internal Revenue ("BIR").

5. Documentary Stamp Tax.

(a) The Documentary Stamp Tax ("**DST**") on the transfer of the Sale Shares shall be for the account of the Seller. The Seller shall pay the DST, if applicable, within the regulatory deadline for payment of the DST.

(b) **The payment of DST arising from this sale shall be deducted from the Purchase Price. Having received the amount of DST as deducted from the Purchase Price, the Buyer shall be responsible for the remittance of said taxes, on behalf of the Seller, to the BIR**.

6. Other Taxes, Fees, Costs, and Expenses. All other taxes, fees, costs, and expenses incurred in connection with the preparation and execution of this Deed shall be borne and paid by the Seller.

7. Warranties of the Seller. The Seller hereby represents and warrants to the Buyer that the following are true, complete, and accurate in all material respects, and not misleading:

(a) Authorization

(1) [The Seller is a corporation duly organized, validly existing, and in good standing under the laws of [●] and has corporate power and authority to own, possess, sell, transfer, convey or otherwise dispose its properties and assets under applicable law.] / [The Seller is an individual, of legal age, with full legal capacity and possesses the capacity to sue or to be sued in his/her own name, and has the power to own his/her property and assets.]

(2) The Seller has full legal right, power, and authority to execute and deliver, incur the obligations provided for in, observe the terms and conditions of, this Deed, including selling the Sale Shares to the Buyer.

(3) All acts and other proceedings, including all requirements and actions under applicable law or contract, required to be taken by the Seller to authorize the execution, delivery, and performance of this Deed, the sale of the Sale Shares, and the consummation of the transactions contemplated hereby and thereby, have been duly and properly taken.

(b) Due Execution; Binding Agreement; No Breach

(1) This Deed has been duly and validly executed and delivered by the Seller. This Deed constitutes a valid and binding obligation of the Seller, and enforceable against it in accordance with the terms hereof.

(2) Neither the execution and delivery of this Deed nor the consummation or performance of any of the transactions contemplated under this Deed will

4 This portion may be deleted for the scripless shares or shares without stock certificate.

directly or indirectly (with or without notice or lapse of time) (i) breach any provision of any applicable law, (ii) violate or conflict with any governmental authorization or applicable law to which the Seller or any of the assets owned, used or held for use by the Seller may be subject, (iii) breach any order to which the Seller or any of the Sale Shares may be subject, (iv) result in the imposition or creation of any Encumbrance upon or with respect to the Sale Shares, or (v) violate or conflict with any governmental authorization or applicable law, or breach any order, to which the Sale Shares may be subject or result in the imposition or creation of any Encumbrances upon or with respect to any of the Sale Shares.

(3) No approval, consent, compliance, exemption, authorization or other action by, or notice to, or filing with, any governmental authority or any other person, and no lapse of a waiting period under any applicable laws, is necessary or required in connection with the execution, delivery or performance by, or enforcement against, the Seller of this Deed (or the transactions contemplated hereby).

(c) The Sale Shares

(1) The Sale Shares owned by the Seller are: (i) duly issued; (ii) fully paid and non-assessable; and (iii) owned, beneficially and/or of record, by the Seller free from any Encumbrance. There are no pending actions, suits, proceedings, or investigations against the Seller with respect to the Sale Shares owned by the Seller.

(2) The Seller is the sole and absolute legal and beneficial owner of the Sale Shares which is recorded in the books of the Buyer in its name.

(3) There are no pending actions, suits, proceedings, or investigations against the Seller with respect to the Sale Shares.

(d) [Indemnification

The Seller hereby agrees to indemnify, defend and hold free and harmless the Buyers from and against any and all actual and direct losses, liabilities, damages, obligations, payments, and costs and expenses (including, without limitation, taxes, reasonable attorney's fees, and other costs incurred by the Buyer in defending themselves from such claims, suits or actions) arising from any inaccuracies in the representations and warranties of the Seller in this Deed.][5]

8. Warranties of the Buyer. The Buyer hereby represents and warrants to the Seller that the statements set out below are true and accurate in all material respects and not misleading:

(a) It is a corporation duly organized, validly existing, and in good standing under the laws of the Philippines and has the corporate power and authority to carry on its business as it is now being conducted or presently proposed to be conducted.

(b) It has full corporate power and authority to execute and deliver this Deed, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. Its execution and delivery of this Deed and consummation of the transactions contemplated hereby have been duly authorized by its board of directors, and no other corporate action or corporate proceeding is necessary to authorize this Deed or the transactions contemplated thereby.

(c) This Deed has been duly and validly executed and delivered by it and constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms.

(d) The execution and delivery of this Deed, and the performance of its obligations

5 This portion may be deleted for individual certificated or scripless shareholders.

hereunder, do not and will not violate any applicable law and will not conflict with or result in a breach of its governing documents, or of any contract to which it is a party or for which it may be bound, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation, or acceleration) under, any of the terms, conditions or provisions of any such contract, agreement or obligation.

9. Counterparts. This Deed may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, and all together shall constitute one document.

10. Amendments. Any amendments or additional terms and conditions to this Deed must be in writing, signed, and acknowledged by the parties. The Parties shall negotiate any item or issue which has not been provided in this Deed.

11. Severability. The invalidity and enforceability of any portion or provision of this Deed shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Deed.

12. Governing Law. This Deed shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

- SIGNATURE PAGE FOLLOWS -

IN WITNESS WHEREOF, the undersigned hereto has signed this Deed on the date first above-written.

[*If a corporation*]

(Seller)
TIN: [●]

By:

_____
Name: [●]
Title: [●]

[*If an individual*]

_____
Name: [●]
(Seller)
TIN: [●]

[*If individual seller is married, add:*

CONFORME:

_____
Name of Spouse:

SIGNED IN THE PRESENCE OF:

_____ _____

IN WITNESS WHEREOF, the undersigned hereto has signed this Deed on the date first above-written.

ASIAN TERMINALS, INC. (Buyer)
TIN:

By:

Name:
Title:

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
) S.S.

BEFORE ME, this _____, in _____, personally appeared:

Name	Document	Date/Place of Issue
[●] (Seller)		

known to me and by me known to be the same person who executed the foregoing instrument, and he/she acknowledged to me that the same is his/her free and voluntary act and deed, including that of the corporations herein represented (as applicable).

This instrument refers to a Deed of Absolute Sale of Shares, which consists of [●] pages, including the page whereon this acknowledgment is written, and which is signed by the person and his/her instrumental witnesses on the signature page.

WITNESS MY HAND AND SEAL on the date and at the place first written above.

Doc. No. _____;
Page No. _____;
Book No _____;
Series of 2026.

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
) S.S.

BEFORE ME, this _____, in _____, personally appeared:

Name	Document	Date/Place of Issue
ASIAN TERMINALS, INC. (Buyer)		
Represented by:		

known to me and by me known to be the same person who executed the foregoing instrument, and she acknowledged to me that the same is her free and voluntary act and deed, including that of the corporations herein represented (as applicable).

This instrument refers to a Deed of Absolute Sale of Shares, which consists of [●] pages, including the page whereon this acknowledgment is written, and which is signed by the person and his instrumental witnesses on the signature page.

WITNESS MY HAND AND SEAL on the date and at the place first written above.

Doc. No. _____;
Page No. _____;
Book No _____;
Series of 2026.

Document No. 2
SAMPLE FORM OF AFFIDAVIT OF LOSS

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

AFFIDAVIT OF LOSS

I, _____, of legal age, Filipino, married/single, a resident of _____, do hereby depose and say that:

1. I am a shareholder of **ASIAN TERMINALS, INC.** (the "**Company**"), owning _____ shares registered under the name _____, represented by the following Certificate/s of Stock:

Stock Certificate No.	Number of Shares

2. The above-mentioned Certificate/s of Stock was/were safely kept in [•];

3. On or about [•], I noticed that the above-mentioned Certificates of Stock was/were nowhere to be found;

4. The above-mentioned Certificate/s of Stock were/was discovered missing and have/has not been found or located despite diligent search;

5. The above-mentioned Certificate/s of Stock have/has not been sold, pledged, mortgaged or in any way encumbered by me, and that shares covered by such Certificate/s of Stock are free from any liens or encumbrances;

6. In the event that the said Certificate/s of Stock is/are found or information on their whereabouts come to my knowledge after it/these have been replaced, I hereby undertake to inform the Company accordingly and to surrender to the Company the said Certificate/s of Stock or its/their replacement/s immediately;

7. I hereby further undertake to hold free and harmless and to indemnify the Company, its stock transfer agent, Professional Stock Transfer, Inc., and their respective directors, officers and employees, of any and all claims, damages, charges, expenses, and liabilities of whatever nature that may arise from or in connection with the cancellation and/or replace of the said Certificate/s of Stock;

8. This Affidavit has been executed for the purpose of securing new Certificate/s of Stock in replacement of the certificates mentioned above and to request the Company to take the necessary steps to prevent the negotiation of transfer of said lost Certificate/s of Stock.

IN WITNESS WHEROF, I have signed these presents in _____, Philippines, this _____.

[•]
Affiant

SUBSCRIBED AND SWORN TO before me in _____, Philippines, this _____ 2026, affiant having exhibited to me his/her _____ Number _____ issued at _____ on _____.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2026.

DOCUMENT NO. 3
ACKNOWLEDGEMENT RECEIPT

OPTION 1

I, the undersigned Affected Shareholder, acknowledge receipt from **ASIAN TERMINALS, INC.** (the "**Company**") of the amount of ₱_____.

The above amount represents sixty percent (60%) of the purchase price of ₱_____ (the "**Purchase Price**") for _____ the fractional shares in the Company, as covered by the Deed of Absolute Sale of Shares dated [●] between the undersigned Affected Shareholder and the Company.

I understand that the remaining forty percent (40%) of the Purchase Price (or any Surplus Amount, as defined in the Company's "Guidelines on the Payment for the Purchase of Fractional Shares") will be paid by the Company through remittance or deposit to my designated bank account, as set out in my separate Payment Instruction provided to the Company, once all applicable taxes (including surcharges, penalties, and interest, if any) are fully settled and the necessary Bureau of Internal Revenue clearances (CAR, DVR, and TCC) are issued and delivered to the Company.]

OPTION 2

I, the undersigned Affected Shareholder, acknowledge receipt from **ASIAN TERMINALS, INC.** (the "**Company**") of the amount of ₱_____.

The above amount represents sixty percent (60%) of the purchase price of ₱_____ (the "**Purchase Price**") for _____ the fractional shares in the Company, as covered by the Deed of Absolute Sale of Shares dated [●] between the undersigned Affected Shareholder and the Company.

I understand that a portion of the remaining forty percent (40%) of the Purchase Price will be remitted by the Company to the Bureau of Internal Revenue ("BIR") as payment for all applicable taxes so that the necessary BIR clearances (CAR, DVR, and TCC) can be issued.

I also understand that any Surplus Amount of such forty percent (40%) will be paid by the Company through remittance or deposit to my designated bank account, as set out in my separate Payment Instruction provided to the Company, once all applicable taxes (including surcharges, penalties, and interest, if any) are fully settled and the necessary Bureau of Internal Revenue clearances (CAR, DVR, and TCC) are issued and delivered to the Company.]

_____
Signature and Printed Name of the Affected Shareholder
Date: _____

DOCUMENT NO. 4
REQUIREMENTS FOR LOST STOCK CERTIFICATES

(1) Affidavit of Loss with undertaking, executed by registered owner, specifying the name of stock, name of registered owner, number of shares, cert. no. and circumstances of the loss. *(See Document No. 2)*

(2) Affidavit of Publication executed by the publisher of a newspaper of general circulation in the principal office of the issuing Corporation stating that the required Notice of Loss had been published once a week for three consecutive weeks.

The Notice of Loss must contain the following information:

i. Name of Issuer
ii. Name of Stockholder
iii. Stock Certificate Number
iv. No. of shares represented by each certificate
v. After the expiration of one (1) year from the date of the last publication, if no contest has been presented to the corporation regarding the certificate of stock, the right to make such contest shall be barred and the corporation shall cancel the lost, destroyed, or stolen certificate of stock in its book.

(3) One-year surety bond to be posted in favor of the Corporation in the amount of the market value of the total shares covered by the lost stock certificate(s).

(4) Transfer/Cancellations Fees, if applicable

Document No. 5
Form for the Power of Attorney

IRREVOCABLE SPECIAL POWER OF ATTORNEY

[Name and Details of Seller] (hereinafter, the "**Seller**") hereby constitutes and appoints each of:

(1) **ASIAN TERMINALS, INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office located at [●], represented herein by [●] (hereinafter referred to as the "**Buyer**"), and

(2) any other designated representative of the Buyer,

(each an "**Attorney-in-Fact**"), as the Seller's true and lawful attorney to act for, and in my name, place and stead, to do and perform all or any of the following acts:

a. to represent the Seller in obtaining from the Bureau of Internal Revenue ("**BIR**") a Certificate Authorizing Registration ("**CAR**"), a Delinquency Verification Report ("**DVR**"), and a Tax Clearance Certificate ("**TCC**") in connection with the sale of shares described below and owned by the Seller in the Buyer, a corporation duly organized and existing under Philippine law, in favor of the Buyer; and

[*describe the Sale Shares*]

b. to execute and deliver any and all documents and papers and to perform any and all such acts as may be necessary or appropriate in relation to and in order to fully carry out the foregoing, including without limitation the filing of the relevant tax returns and payment of the relevant taxes in the name of the Seller.

The Seller further gives and grants to each Attorney-in-Fact full power and authority to do and perform any and all other acts and things necessary and proper to be done to effectively and successfully carry out the above-mentioned acts as fully as the Seller could or might lawfully do if present, with full power of delegation and revocation, and hereby ratifies and confirms all that the Attorney-in-Fact shall lawfully do or cause to be done by virtue thereof.

The Seller irrevocably and unconditionally undertakes to indemnify each Attorney-in-Fact against all costs, claims, expenses and liabilities howsoever incurred by any of them as a result of the exercise or purported exercise in good faith of any power conferred by this Special Power of Attorney.

This Special Power of Attorney is coupled with an interest and is irrevocable and shall continue in full force and effect until the shares of the Seller in the Company shall have been transferred/registered in the name of the Buyer in the stock and transfer books of the Company.

In order to fully effectuate and carry out this Special Power of Attorney, the Seller hereby agrees that it shall fully cooperate with the Attorney-in-Fact by, among others, providing the latter with any and all supporting documents as the BIR may require to be submitted in connection with the application for a CAR, DVR, and TCC.

IN WITNESS WHEREOF, the Seller has signed this Irrevocable Special Power of Attorney this ____ day of _____, 2026 at _____.

[SELLER]

SIGNED IN THE PRESENCE OF:

REPUBLIC OF THE PHILIPPINES)
_____) S.S.

Before me, a notary public in and for the city named above, personally appeared the following:

Name	Competent Evidence of Identity	Date and Place Issued

who was identified by me through competent evidence of identity to be the same person described in the foregoing instrument, who acknowledged before me that his signature on the instrument was voluntarily affixed by him for the purposes stated therein, and who declared to me that he has executed the instrument as his free and voluntary act and deed and that he has the full authority to sign on behalf of his principal.

Witness my hand and seal this ___ day of _____, 2026.

Doc. No._____;
Page No._____;
Book No._____;
Series of 2026.