



REPUBLIC OF THE PHILIPPINES  
**SECURITIES AND EXCHANGE COMMISSION**

SEC Building, EDSA, Greenhills,  
City of Mandaluyong, Metro Manila

COMPANY REG. NO. CS201420992

**CERTIFICATE OF FILING  
OF  
AMENDED ARTICLES OF INCORPORATION**

**KNOW ALL PERSONS BY THESE PRESENTS:**

This is to certify that the amended articles of incorporation of the

**DD-MERIDIAN PARK DEVELOPMENT CORP.  
(Amending Articles VII and IX thereof)**

copy annexed, adopted on October 30, 2014 by majority vote of the Board of Directors and by the vote of the stockholders owning or representing at least two-thirds of the outstanding capital stock and certified under oath by the Secretary and a majority of the Board of Directors of the corporation was approved by the Commission on this date pursuant to the provision of Section 16 of the Corporation Code of the Philippines, Batas Pambansa Blg. 68, approved on May 1, 1980 and copies thereof are filed with the Commission.

Unless this corporation obtains or already has obtained the appropriate Secondary License from this Commission, this Certificate does not authorize it to undertake business activities requiring a Secondary License from this Commission such as, but not limited to acting as: broker or dealer in securities, government securities eligible dealer (GSED), investment adviser of an investment company, close-end or open-end investment company, investment house, transfer agent, commodity/financial futures exchange/broker/merchant, financing company, pre-need plan issuer, general agent in pre-need plans and time shares/club shares/membership certificates issuers or selling agents thereof. Neither does Certificate constitute as permit to undertake activities for which other government agencies require a license or permit.

IN WITNESS WHEREOF, I have set my hand and caused the seal of this Commission to be affixed to this Certificate at Mandaluyong City, Metro Manila, Philippines, this 2nd day of December, Twenty Fourteen.



  
**FERDINAND B. SALES**  
Director

Company Registration and Monitoring Department





**AMENDED**  
**ARTICLES OF INCORPORATION**  
**OF**

**DD-MERIDIAN PARK DEVELOPMENT CORP.**

**KNOW ALL MEN BY THESE PRESENTS:**

The undersigned incorporators, all of legal age and majority of whom are residents of the Philippines, have this day voluntarily agreed to form a stock corporation under the laws of the Republic of the Philippines.

**THAT WE HEREBY CERTIFY:**

**FIRST:** The name of this corporation shall be:

**DD-MERIDIAN PARK DEVELOPMENT CORP.**

**SECOND:** A. That the primary purpose of this Corporation is

To engage in the business of real estate development including but not limited to residential and commercial subdivisions, buildings, and condominium projects in accordance with Republic Act No. 4726 (otherwise known as The Condominium Act) as amended; to buy and acquire by purchase, lease or otherwise, lands, and interest in land and to own, hold, impose, promote, develop, subdivide and manage any land owned, held or occupied by the Corporation or belonging to them; to construct, erect and manage or administer buildings such as condominiums, apartments hotels, restaurants, stores or other structures now or hereafter erected on any land owned, held or occupied and to sell, lease or otherwise dispose of lands or interests in lands and buildings or other structures at any time owned or held by the Corporation or belonging to others in the Philippines or elsewhere for such other lawful, commercial and charitable purposes as may be deemed proper for the Corporation.

B. That the corporation shall have all the express powers of a corporation as provided for under Section 36 of the Corporation Code of the Philippines and the following:

- (i) To acquire by purchase, lease, donation or otherwise, and to own, use, improve, develop, subdivide, sell, exchange, lease, develop, and hold for investment or otherwise dispose of buildings, houses, apartments, and other structures of whatever kind, together with their appurtenances;
- (ii) To purchase, acquire, own lease, sell and convey real properties, such as lands, buildings, machineries, equipment and other personal properties as may be necessary or incidental to the conduct of the corporation business, and to pay in cash, or other securities, as may be deemed expedient, for any business of property acquired by the corporation;

- (iii) To invest and deal with the money and properties of the corporation in such manner as may from time to time be considered wise or expedient shares of stocks, bonds or obligations or evidences of indebtedness in the same manner and to the same extent as natural persons might, could or would do and to exercise all the rights powers and privileges of ownership, including the right to vote thereof or consent in respect thereof for any and all purpose without engaging in stock brokerage business;
- (iv) To enter into any lawful arrangement for sharing profits, union of interest, reciprocal concession, or cooperation, with any corporation, association, partnership syndicate, entity, person or governmental, municipal or public authority, domestic or foreign, in the carrying on of any business or transaction deemed necessary, convenient or incident to carrying out any of the purposes of the corporation;
- (v) To acquire or obtain from any government or authority, national, provincial, municipal or otherwise, or any corporation, corporation or partnership or person, such charter, contracts, franchise, privileges exemption, licenses and concessions as may be conducive to any of the objects of the corporation;
- (vi) To establish and operate one or more branch offices or agencies and to carry on any or all of its operations and business without any restrictions as to place or amount including the right to hold, purchase, or otherwise acquire, lease, mortgage, pledge, and convey or otherwise deal in and with real and personal property any where within the Philippines;
- (vii) To distribute the surplus profits of the corporation to the shareholders thereof in cash or in kind, namely, properties of the corporation, particularly any shares of stock, debentures or securities of other companies belonging to the corporation;
- (viii) To do or cause to be done any one or more of the acts and things herein set forth as its purposes, within or without the Philippines, and in any and all foreign countries, and to do everything necessary, desirable or incidental to the accomplishment of the purpose or the exercise of any one or more of its powers, or which shall at any time appear conducive to or expedient for the protection or benefit of the corporation;
- (ix) to create or invest in corporations engage in the business of shopping malls, to enter into Joint Venture Agreements with any person for the creation, development, operation and/or management of any shopping mall and to enter into any other lawful agreement for the furtherance of this purpose.

**THIRD:** That the place where the principal office of the corporation is to be established is at:

No./Street: 16<sup>th</sup> Floor, 6750 Building, 6750 Ayala Avenue  
City/Town: Makati City, Philippines

**FOURTH:** That the term for which the corporation is to exist is fifty (50) years from and after the date of issuance of the certificate of incorporation.



**FIFTH:** That the names, nationalities, and residences of the incorporators are as follows:

<u>Name</u>	<u>Nationality</u>	<u>Residence</u> (Complete Address)
EDGAR J. SIA II	Filipino	38B Luna Gardens, Rockwell Makati City
FERDINAND J. SIA	Filipino	38B Luna Gardens, Rockwell Makati City
RIZZA MARIE JOY J. SIA	Filipino	38B Luna Gardens, Rockwell Makati City
TONY TAN CAKTIONG	Filipino	52 Buchanan St., North Greenhills San Juan, Metro Manila
WILLIAM TAN UNTIONG	Filipino	108 Kennedy St., North Greenhills, San Juan, Metro Manila
BENEDICTO V. YUJUICO	Filipino	No. 90, 10th Street corner Victoria Avenue, New Manila, Quezon City
TERESITA M. YUJUICO	Filipino	No. 90, 10th Street corner Victoria Avenue, New Manila, Quezon City
CHRISTOPHER C. DY	Filipino	No. 16 D. Bonifacio Street, Canumay East Valenzuela City

**SIXTH:** That the number of directors of said corporation shall be Eight (8) and that the names, nationalities and residences of the first directors who are to serve until their successors are elected and qualified as provided by the by-laws are as follows:

<u>Name</u>	<u>Nationality</u>	<u>Residence</u> (Complete Address)
EDGAR J. SIA II	Filipino	38B Luna Gardens, Rockwell Makati City
FERDINAND J. SIA	Filipino	38B Luna Gardens, Rockwell Makati City
RIZZA MARIE JOY J. SIA	Filipino	38B Luna Gardens, Rockwell Makati City

TONY TAN CAKTIONG	Filipino	52 Buchanan St., North Greenhills San Juan, Metro Manila
WILLIAM TAN UNTIONG	Filipino	108 Kennedy St., North Greenhills, San Juan, Metro Manila
BENEDICTO V. YUJUICO	Filipino	No. 90, 10th Street corner Victoria Avenue, New Manila Quezon City
TERESITA M. YUJUICO	Filipino	No. 90, 10th Street corner Victoria Avenue, New Manila Quezon City
CHRISTOPHER C. DY	Filipino	No. 16 D. Bonifacio Street, Canumay East Valenzuela City

**SEVENTH:** That the authorized capital stock of the corporation is **SEVENTEEN BILLION EIGHT HUNDRED THIRTY MILLION (P17,830,000,000.00)** in lawful money of the Philippines, divided into **SEVENTEEN BILLION EIGHT HUNDRED THIRTY MILLION (P17,830,000,000.00)** shares with the par value of ONE PESOS (P1.00) per share. *(Amended as of 30 October 2014).*

**EIGHT:** That at least 25% of the authorized capital stock has been subscribed and at least 25% of the total subscriptions has been paid as follows:

<u>Name</u>	<u>Nationality</u>	<u>No. of Shares Subscribed</u>	<u>Amount Subscribed</u>	<u>Amount Paid</u>
DOUBLEDAGON PROPERTIES CORP. (TIN: 287 191 423)	Filipino	49,992	P49,992.00	P49,992.00
EDGAR J. SIA II	Filipino	1	P1.00	P1.00
FERDINAND J. SIA	Filipino	1	P1.00	P1.00
RIZZA MARIE JOY J. SIA	Filipino	1	P1.00	P1.00
TONY TAN CAKTIONG	Filipino	1	P1.00	P1.00
WILLIAM TAN UNTIONG	Filipino	1	P1.00	P1.00
BENEDICTO V. YUJUICO	Filipino	1	P1.00	P1.00
TERESITA M. YUJUICO	Filipino	1	P1.00	P1.00
CHRISTOPHER C. DY	Filipino	1	P1.00	P1.00



**TOTAL**

**50,000**

**P50,000.00**

**P50,000.00**

**NINTH: A. Nationality Restrictions.** No transfer of stock or interest which would reduce the stock ownership of Filipino citizens to less than the required percentage of the capital stock as provided by existing laws shall be allowed or permitted to be recorded in the proper books of corporation and this restriction shall be indicated in the stocks certificates issued by the corporation.

**B. Compliance with Contractual Undertakings.** In no case shall any stockholder transfer shares in the Corporation in favor of any person or entity where such action will constitute a violation of any of the covenants, obligations, warranties, conditions, or undertakings as may be set forth in any and all contracts, agreements or other documents relevant to the operation of the Corporation's business. No transfer of capital stock of the Corporation in violation of this restriction shall be allowed or permitted to be recorded in the books of the Corporation and this restriction shall be printed in all of the Corporation's stock certificates.

**C. Right of First Refusal.** In the event that a stockholder desires to transfer all or any of his/her/its equity interest in the Corporation (each, a "Transfer") to persons other than its Affiliates or Director nominees ("Offeror"), the Offeror shall first offer all the Offeror's Shares that it desires to Transfer (the "Offered Shares") to the other stockholders (the "Offeree"), by written notice (the "Offer Notice") to the Offeree, specifying the intended third party transferee (the "Third Party Transferee"), the price per Share ("Price Per Share") and the other terms and conditions of its intended sale, assignment and other Transfer of the Offered Shares. The Offeree shall have thirty (30) days (the "Offer Period") from receipt of the Offer Notice, in which to elect to reject or accept such offer by giving written notice thereof to the Offeror, in the latter case, the Offeree shall specify the number of Offered Shares it wishes to acquire, and accept the Price Per Share and other terms and conditions set forth in the Offer Notice subject to the following conditions:

- (i) If the total number of the accepted Offered Shares is equal to the number of Offered Shares, the Offeror shall sell and Transfer the Offered Shares to the Offeree;
- (ii) If the number of the accepted Offered Shares is less than the number of the Offered Shares, then:
  - (a) If the offer from the Third Party Transferee is contingent upon the Third Party Transferee being able to purchase all of the Offered Shares, then the Offeror may sell all of the Offered Shares to the Third Party Transferee at the Price Per Share and on terms no more favorable than those offered to those Offeree.
  - (b) If the offer from the Third Party Transferee is not contingent upon the Third Party Transferee being able to purchase all of the Offered Shares, the Offeror shall sell and Transfer to the Offeree at the Price Per Share the number of shares accepted by the Offeree, and the remaining Offered Shares may be offered to the Third Party Transferee as set forth below.



The Offeror and the Offeree shall then have thirty (30) days from the termination of the Offer Period within which to close the Offeree's purchase of the Offered Shares (the "Post-Offer Period").

In the event that the Offeree fails to accept the offer within the Offer Period, or, after it has accepted the offer, fails to pay the purchase price for the Offered Shares within the Post-Offer Period, the Offeror may, within a period of thirty (30) days thereafter (the "Sale Period"), Transfer the Offered Shares to the Third Party Transferee identified in the Offer Notice at the same Price Per Share or higher, and under such terms and conditions which shall in no case be more favorable to the Third Party Transferee than those set forth in the Offer Notice.

If the Offered Shares have not been sold on or before the expiration of the Sale Period, any Transfer of the Offered Shares thereafter must comply anew and be conducted in accordance with this provision.

**D. Tag-Along Option.** In cases where the Offeree shall not exercise its right of first refusal in accordance with Section C hereof, as a consequence of which the Offeror is free to assign and Transfer all of the Offered Shares, the following procedure shall apply:

- (i) The Offeree shall have the option to require the Offeror to ensure that the Third Party Transferee shall likewise offer, and in case such offer is accepted by the Offeree, purchase the shares then owned by the Offeree in proportion to the Offered Shares at the same Price Per Share or in consideration and under the same terms and conditions as the Offered Shares (the "Tag-Along Option").
- (ii) The exercise by the Offeree of his/her/its Tag-Along Option shall be by written notice to the Offeror within the Offer Period.
- (iii) In the event that the Third Party Transferee is unwilling or unable to purchase shares of the Offeree offered pursuant to the Tag-Along Option (the "Tag-Along Shares"), then the Offeror shall, at its option, withdraw its offer to sell the Offered Shares to the Third Party Transferee and/or purchase the Tag-Along Shares itself and/or reduce its Offered Shares to accommodate the Tag-Along Shares for purchase by the Third Party Transferee.

**E. Recording of Transfer.** The Transfer of the Offered Shares to the Third Party Transferee shall not be recorded in the books of the Corporation until the Offeror and/or the Third Party Transferee complies with the right of first refusal provisions under Section C hereof or the Tag-Along Option under Section D hereof (as applicable), and these restrictions shall be printed in all of the Corporation's stock certificates. The rights/option granted herein shall be deemed to subsist notwithstanding the Transfer by the other Party of its shares in the Corporation to any Third Party Transferee or Permitted Transferee (*Amended as of 30 October 2014*).

**TENTH:** That RIZZA MARIE JOY J. SIA has been elected by the subscribers as treasurer of the corporation to act as such until his/her successor is duly elected and qualified in accordance

**IN WITNESS WHEREOF**, we have set our hands this 24<sup>th</sup> day of October, 2014 at Makati City..

**SGD. EDGAR J. SIA II**  
TIN: 192-003-450

**SGD. TONY TAN CAKTIONG**  
TIN: 111-391-733

**SGD. FERDINAND J. SIA**  
TIN: 917-782-960

**SGD. BENEDICTO V. YUJUICO**  
TIN: 129-389-277

**SGD. WILLIAM TAN UNTIONG**  
TIN: 111-391-779

**SGD. RIZZA MARIE JOY J. SIA**  
TIN: 286-871-120

**SGD. TERESITA M. YUJUICO**  
TIN: 172-685-894

**SGD. CHRISTOPHER C. DY**  
TIN: 225-254-874

**WITNESSES:**

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## ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES ) S.S.  
QUEZON CITY)

BEFORE ME, a Notary Public in and for Quezon City Philippines, this \_\_\_\_ of October 24, 2014 personally appeared:

Name	Competent Evidence of Identity
EDGAR J. SIA II	TIN: 192-003-450
TONY TAN CAKTIONG	TIN: 111-391-733
FERDINAND J. SIA	TIN: 917-782-960
BENEDICTO V. YUJUICO	TIN: 129-389-277
WILLIAM TAN UNTIONG	TIN: 111-391-779
RIZZA MARIE JOY J. SIA	TIN: 286-871-120
TERESITA M. YUJUICO	TIN: 172-685-894
CHRISTOPHER C. DY	TIN: 225-254-874

all known to me and to me known to be the same persons who executed the foregoing Articles of Incorporation and they acknowledge to me that the same is their free and voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and at the place first above written.

(Signed)  
Atty. Joel G. Gordola  
Notary Public  
Commission expires Dec. 31, 2015  
PTR No. 9042371, 1/02/2014, Q.C.  
Roll Of Attorney No. 25103

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