

**Republic of the Philippines
REGIONAL TRIAL COURT
National Capital Judicial Region
PASIG CITY**

**OFFICE OF THE CLERK OF COURT
AND EX-OFFICIO SHERIFF**

CERTIFICATION

THIS IS TO CERTIFY that the attached document to wit:

"A machine copy of an instrument entitled **SECOND AMENDMENT TO THE OMNIBUS LOAN AND SECURITY AGREEMENT DATED MARCH 31, 2014** made and executed by and among **MALIGAYA DEVELOPMENT CORPORATION, METROPOLITAN BANK & TRUST COMPANY, IGLESIA NI CRISTO (CHURCH OF CHRIST), FELIX Y. MANALO FOUNDATION, INC., NEW ERA UNIVERSITY AND METROPOLITAN BANK & TRUST COMPANY -TRUST BANKING GROUP** on August 5, 2014 notarized by/acknowledged before Notary Public, Atty. Kristine Gail C. Ochoa per Doc. No. 480; Page No. 97; Book No. I; Series of 2014 consisting of twenty-eight (28) pages including its attached documents."

is a true copy of the above-described document on file in this Office.

Issued upon written request of Ed Reyes of No. 2028 Rivera St., Parañaque City, this 8th day of April, 2016 at Pasig City, Philippines.



**Atty. PABLITA M. MIGRIÑO
Clerk of Court VII**

By:

Minerva I. Velasco
**Atty. MINERVA I. VELASCO
Clerk of Court VI**

Verified by:

Carlos P. Rivera, Jr.
**CARLOS P. RIVERA, JR,
Administrative Officer I
Notarial Unit**

**SECOND AMENDMENT TO
THE OMNIBUS LOAN AND SECURITY AGREEMENT
DATED MARCH 31, 2014**

This Second Amendment to the Omnibus Loan and Security Agreement dated March 31, 2014 (the "Second Amendment") is entered into this August 5, 2014 by and among:

- (1) **MALIGAYA DEVELOPMENT CORPORATION**, a corporation duly organized and validly existing under the laws of the Republic of the Philippines, with principal offices at 430 E. Rodriguez, Sr. Avenue, Cubao, Quezon City, Philippines (the "**Borrower**");
- (2) **METROPOLITAN BANK & TRUST COMPANY**, a banking corporation duly organized and validly existing under the laws of the Republic of the Philippines, with principal offices at the 8th Floor Metrobank Plaza, Sen. Gil Puyat Avenue, Makati City, Philippines (the "**Lender**");
- (3) **IGLESIA NI CRISTO (CHURCH OF CHRIST)**, a religious corporation duly organized and validly existing under the laws of the Republic of the Philippines, with principal offices at No. 1 Central Avenue, New Era, Quezon City, Philippines ("**INC**"), for itself and on behalf of certain Persons who are the registered owners of the Mortgaged Collateral in **Schedule II-B** of the Omnibus Agreement (as hereafter defined);
- (4) **FELIX Y. MANALO FOUNDATION, INC.**, a non-stock, non-profit, non-political organization duly organized and validly existing under the laws of the Republic of the Philippines, with principal offices at No. 1 Central Avenue, New Era, Quezon City, Philippines ("**FMF**");

(hereinafter, **INC**, **FMF** and the other registered owners of the Mortgaged Collateral in **Schedule II-B** of the Omnibus Agreement (as hereafter defined) shall collectively be referred to as the "**Third Party Mortgagors**" and individually as a "**Third Party Mortgagor**");
- (5) **NEW ERA UNIVERSITY**, a non-stock non-profit corporation duly organized and validly existing under the laws of the Republic of the Philippines, with principal offices at No. 1 Central Avenue, New Era, Quezon City, Philippines ("**NEU**"); and
- (6) **METROPOLITAN BANK & TRUST COMPANY - TRUST BANKING GROUP**, a banking corporation duly organized and validly existing under the laws of the Republic of the Philippines, authorized to perform trust and other fiduciary functions, with principal offices at the 17th Floor GT Tower International, 6813 Ayala Avenue corner H.V. dela Costa Street, Makati City, Philippines, as collateral agent (the "**Collateral Agent**").

RECITALS

- (A) Under the Omnibus Loan and Security Agreement dated March 31, 2014, as amended by the First Amendment to the Omnibus Loan and Security Agreement dated July 7, 2014 (the "**Omnibus Agreement**"), acknowledged before Notary Public Atty. Kristine Gail C. Ochoa for Pasig City as Doc. No. 359, Page No. 73, Book No. I, Series of 2014, the Lender agreed to provide a term loan facility to the Borrower in the aggregate principal amount of **One Billion Eight Hundred Eighty Seven Million Five Hundred Thousand Pesos (₱1,887,500,000.00)** for the purpose of partially funding the construction, development, operation, management and maintenance of Phase 1 of the Ciudad de Victoria in Bocaue and Sta. Maria, Bulacan (the "**Project**").

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M. Velasco
Atty. Mindra J. Velasco
Clerk of Court VI

8 APR 2016

- (B) The Borrower has requested the Lender, and the Lender has agreed, to increase the Commitment of the Lender by up to an aggregate of **Three Billion Pesos (₱3,000,000,000.00)** (the "**Additional Commitment**") to repay the existing loan of the Borrower with the Lender secured to partially finance the completion of the Project, such amendment being subject to the terms and conditions under the Omnibus Agreement as amended by this Second Amendment.
- (C) As a condition for the Lender's grant of the Additional Commitment, the Borrower and the Third Party Mortgagors have agreed to mortgage in favor of the Collateral Agent, for the *pro rata* and *pari passu* benefit of the Secured Parties, the assets and properties described in **Schedule II** (the "**Additional Mortgaged Collateral**"), pursuant to and under the terms of the Mortgage under Part C of the Omnibus Agreement.
- (D) In view of the foregoing developments, the parties hereto have agreed to further amend the Omnibus Agreement upon the terms and conditions set forth below for the purpose of (i) increasing the Commitment of the Lender by up to the principal amount of the Additional Commitment; and (ii) the inclusion of the Additional Mortgaged Collateral in the Mortgaged Collateral identified and described in Section 2.02 of Part C and Schedule II of the Omnibus Agreement.

NOW, THEREFORE, for and in consideration of all the foregoing premises and the covenants herein contained, the parties have agreed to amend, modify and/or supplement the terms of the Omnibus Agreement as follows:

Unless otherwise defined in this Second Amendment, capitalized terms shall have the meaning ascribed to such terms under the Omnibus Agreement.

SECTION 1. AMENDMENTS TO THE OMNIBUS AGREEMENT

Subject to the fulfillment of the conditions specified in Section 2.01 hereof on the Second Amendment Effective Date (as defined under Section 4.01), the following amendments shall be deemed to have been made to the Omnibus Agreement as of the Second Amendment Effective Date:

1.01 Amendments to Part A (Common Provisions) of the Omnibus Agreement

- (a) **Definitions** - Section 1.01 (*Common Defined Terms*) shall be amended by replacing the definition of the term "**Commitment**" as follows:

"Commitment" means the principal amount of up to **Four Billion Eight Hundred Eighty Seven Million Five Hundred Thousand Pesos (₱4,887,500,000.00)** which the Lender has agreed to lend to the Borrower hereunder, or as the context may require, the obligation of the Lender to lend up to such amount in accordance with the terms of this Omnibus Agreement;

- (b) **Purpose; Use of Proceeds** - Section 2.05 (*Purpose; Use of Proceeds*) shall be amended to read as follows:

"The proceeds from the Loan shall be used by the Borrower as follows:

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h *or* *D*

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Atty. Minerva J. Velasco
Clerk of Court VIQ 08 APR 2016

Loan Amount	Use of Proceeds
₱1,137,500,000.00	To partially finance the construction and development of the Project
₱750,000,000.00	To repay the existing loan of the Borrower with the Lender secured to partially finance the completion of the Project
₱3,000,000,000.00	To repay the existing loan of the Borrower with the Lender secured to partially finance the completion of the Project

1.02 Amendments to Part B (Term Loan) of the Omnibus Agreement

Section 2.10 (Purpose) shall be amended to read as follows:

"The net proceeds from the Loan shall be used by the Borrower as follows:

Loan Amount	Use of Proceeds
₱1,137,500,000.00	To partially finance the construction and development of the Project
₱750,000,000.00	To repay the existing loan of the Borrower with the Lender secured to partially finance the completion of the Project
₱3,000,000,000.00	To repay the existing loan of the Borrower with the Lender secured to partially finance the completion of the Project

1.03 Additional Conditions for Borrowing under the Additional Commitment

The obligation of the Lender to make its first Advance from the Additional Commitment shall be subject to the receipt of the Lender of the following documents, in addition to the documents provided under Section 5.01 (Conditions for Each Borrowing) of Part B (Term Loan) of the Omnibus Agreement and in lieu of the documents specified under Section 5.02 (Additional Conditions for a Borrowing) of Part B (Term Loan) of the Omnibus Agreement, no later than five (5) Banking Days prior to the proposed date of Borrowing in sufficient copies and in form and substance satisfactory to the Lender and its counsel:

- (a) A duly sworn certificate of the Corporate Secretary or appropriate officer of the Borrower certifying:
- (1) the resolutions of its Board of Directors and the stockholders owning at least two-thirds (2/3) of its outstanding capital stock authorizing the execution, delivery and performance of each of the Loan Documents (including, without limitation, this Second Amendment) and all other documents contemplated thereunder;
 - (2) the authority, name, title and specimen signature of each person authorized for and on its behalf to execute each of the Loan Documents (including, without limitation, this Second Amendment) and all other documents contemplated thereunder; and
 - (3) other matters as shall reasonably be requested by the Lender and its counsel;
- (b) A duly sworn certificate of the Corporate Secretary or appropriate officer of NEU certifying:

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Clerk of Court VIQ

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- (1) the resolutions of its Board of Trustees authorizing the execution, delivery and performance of each of the Loan Documents (including, without limitation, this Second Amendment and the letters of support referred to under subsection (g) below) and all other documents contemplated thereunder;
 - (2) the authority, name, title and specimen signature of each person authorized for and on its behalf to execute each of the Loan Documents (including, without limitation, this Second Amendment and the letters of support referred to under subsection (g) below) and all other documents contemplated thereunder; and
 - (3) other matters as shall reasonably be requested by the Lender and its counsel;
- (c) A duly sworn certificate of the Corporate Secretary or appropriate officer of INC certifying:
- (1) the resolution of the Executive Minister authorizing the execution, delivery and performance of each of the Loan Documents (including, without limitation, this Second Amendment and the letters of support referred to under subsection (g) below) and all other documents contemplated thereunder;
 - (2) the authority, name, title and specimen signature of each person authorized for and on its behalf to execute each of the Loan Documents (including, without limitation, this Second Amendment and the letters of support referred to under subsection (g) below) and all other documents contemplated thereunder; and
 - (3) other matters as shall reasonably be requested by the Lender and its counsel;
- (d) A duly sworn certificate of the Corporate Secretary or appropriate officer of FMF certifying:
- (1) the resolutions of its Board of Directors or Trustees and at least two-thirds (2/3) of its stockholders or membership authorizing the execution, delivery and performance of each of the Loan Documents (including, without limitation, this Second Amendment) and all other documents contemplated thereunder;
 - (2) the authority, name, title and specimen signature of each person authorized for and on its behalf to execute each of the Loan Documents (including, without limitation, this Second Amendment) and all other documents contemplated thereunder; and
 - (3) other matters as shall reasonably be requested by the Lender and its counsel;
- (e) Evidence satisfactory to the Lender that all documentary stamp taxes payable in connection with the execution and delivery of the Second Amendment and the grant of the Additional Commitment have been paid in full by or on behalf of the Borrower;
- (f) Proof of payment by the Borrower of the fees due under this Omnibus Agreement and reimbursement to the Lender and its agents of all out-of-pocket expenses, including but not limited to, legal and consultants' fees, travel expenses and printing and documentation costs which are reasonably incurred by the Lender and any of its agents;
- (g) The letters of support from INC and NEU in the form agreed by the Lender and its counsel;
- (h) The opinion of the independent legal counsel to the Borrower, dated as of the date of Borrowing, substantially in the form of Exhibit H of the Omnibus Agreement;

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Atty. Minerva J. Velasco
Clerk of Court VIQ

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- (i) The opinion of the independent legal counsel to the Third Party Mortgagors, dated as of the date of Borrowing, substantially in the form of Exhibit I of the Omnibus Agreement;
- (j) The opinion of Martinez Vergara Gonzalez & Serrano, counsel to the Lender, substantially in the form of Exhibit J of the Omnibus Agreement;
- (k) The certification from the Collateral Agent that it has custody of the following documents and copies thereof shall have been given to the Lender:
 - (1) The owner's duplicate originals of certificates of title covering, and originals of all other documents evidencing ownership of, the Additional Mortgaged Collateral;
 - (2) An appraisal report covering all the Additional Mortgaged Collateral duly prepared by an appraiser acceptable to the Lender; and
 - (3) A certification from each of the Mortgagors on the condition of the Additional Mortgaged Collateral;
- (l) The amendment to the Memorandum of Agreement, covering the increase in management fees due to NEU and the Borrower thereunder, shall have been duly executed by the parties thereto and notarized; and
- (m) The Mortgage Supplement No. 3 to the Omnibus Loan and Security Agreement dated February 26, 2014 shall have been duly executed by the parties thereto.

1.04 Security for the Additional Commitment

The Additional Commitment, including, without limitation, principal and interest, shall be included as additional Secured Obligations secured by the Collateral, particularly, (i) a first ranking mortgage over the Mortgaged Collateral in accordance with the Mortgage under Part C (*Mortgage*) of the Omnibus Agreement, (ii) an assignment of all the rights, title, interests and benefits of the Borrower in and to the Assigned Collateral in accordance with the Assignment under Part D (*Assignment*) of the Omnibus Agreement, and (iii) the Project Support Agreement in accordance with Part E (*Project Support Agreement*) of the Omnibus Agreement.

1.05 Amendments to the Schedules of the Omnibus Agreement

Schedule I of the Omnibus Agreement (*Borrowing Schedule*) shall be amended by substituting, in lieu thereof, Schedule I of this Second Amendment.

1.06 Additional Undertakings

Within thirty (30) days from the date of Borrowing under the Additional Commitment, the Borrower shall deliver to the Collateral Agent a report rendered by an appraiser acceptable to the Lender on the title verification and traceback conducted in relation to the Additional Mortgaged Collateral.

SECTION 2. MORTGAGE SUPPLEMENT

2.01 The Additional Mortgaged Collateral

- (a) The Borrower and the Third Party Mortgagors hereby confirm that the Additional Mortgaged Collateral identified and more fully described in Schedule II to this Second Amendment

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shall be included in the Mortgaged Collateral identified and described in Section 2.02 of Part C and Schedule II of the Omnibus Agreement.

- (b) Each of the Borrower and the Third Party Mortgagors hereby acknowledges and agrees, in respect of the Additional Mortgaged Collateral owned by them, that (i) a first ranking real estate mortgage and security interest is hereby created, established and constituted on the Additional Mortgaged Collateral in favor of the Collateral Agent for the benefit of the Lender and the Secured Parties, and (ii) that such mortgage is subject to the same terms and conditions of the Mortgage on the Mortgaged Collateral as provided in Part C of the Omnibus Agreement and Collateral Agency Agreement, as fully and completely for all legal intents and purposes as if owned by the Borrower or the Third Party Mortgagors, in respect of the Additional Mortgaged Collateral owned by them, on the date of the execution of the Mortgage and specifically described therein.

2.02 Amount Secured by the Additional Mortgaged Collateral

Each of the Borrower and the Third Party Mortgagors hereby confirms that the Additional Mortgaged Collateral shall stand as security for the Secured Obligations; provided, that the Mortgage constituted by the Borrower and the Third Party Mortgagors over the Additional Mortgage Collateral shall secure the Secured Obligations to the extent of Three Billion Pesos (₱3,000,000,000.00).

2.03 Required Collateral Cover Ratio

For purposes of the required collateral cover ratio under Sections 3.01(g) and 3.02(b)(vi) of Part C of the Omnibus Agreement, the Mortgaged Collateral under Section II-B of the Omnibus Agreement shall include the Additional Mortgaged Collateral described in Schedule II to this Second Amendment.

SECTION 3. REGISTRATION

The Mortgagors shall cause this Second Amendment to be registered with the appropriate Registers of Deeds within ninety (90) days from the date of Borrowing under the Additional Commitment. All expenses in connection with the execution, notarization, registration and cancellation of this Supplement, such as, but not limited to, documentary stamp taxes and registration fees, shall be for the account of Mortgagors.

SECTION 4. CONDITIONS FOR EFFECTIVITY

4.01 Conditions for Effectivity

This Second Amendment shall take effect on the date hereof, provided the following conditions shall have been fulfilled (the "Second Amendment Effective Date"):

- (a) This Second Amendment shall have been duly authorized by and executed by the parties hereto, and shall be legally binding on each of them in accordance with the terms hereof;
- (b) Each of the representations and warranties of the Borrower, the Third Party Mortgagors and NEU, set forth in Section 4 (*Representations and Warranties*) of Part A (*Common Provisions*), Section 3 (*Warranties and Covenants*) of Part C (*Mortgage*), Section 6 (*Representations and Warranties*) of Part D (*Assignment*) and Section 2 (*Representations and Warranties*) of Part E (*Project Support Agreement*) of the Omnibus Agreement, respectively, are true and correct as of the Second Amendment Effective Date;

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Atty. ^{M. J. Velasco} ~~Minda J. Velasco~~
Clerk of Court VIQ

08 APR 2016

- (c) The Borrower is in compliance with all terms and conditions set forth in the Omnibus Agreement on its part to be observed or performed; and
- (d) No Event of Default or any event which upon a lapse of time or giving of notice or both would become an Event of Default shall have occurred and be continuing under the Omnibus Agreement or the Project Documents.

4.02 Consequences of Second Amendment Effective Date

The parties to the Omnibus Agreement agree that on the Second Amendment Effective Date, automatically and without further action by or notice to any Person:

- (a) The Omnibus Agreement, as amended by this Second Amendment, shall control and govern the mutual rights and obligations of the parties hereto.
- (b) The Omnibus Agreement shall be deemed modified as provided herein. The provisions of the Omnibus Agreement shall remain in full force and effect, and the Omnibus Agreement shall be read and construed with this Second Amendment so as to produce a result that is harmonious and consistent; provided, that in case of any inconsistency or conflict between the provisions of this Second Amendment and the provisions of the Omnibus Agreement, the provisions of this Second Amendment shall prevail.
- (c) From and after the Second Amendment Effective Date:
 - (i) all references in the Omnibus Agreement to "this Omnibus Agreement", "hereof", "hereunder", "herein" or words of similar import shall be deemed to be references to such Omnibus Agreement as amended by this Second Amendment;
 - (ii) all references in the Omnibus Agreement to the term "Mortgaged Collateral" shall be deemed to include the Additional Mortgaged Collateral;
 - (iii) all references in the Omnibus Agreement to the Mortgage shall be deemed to be references to such Mortgage as supplemented by Section 2 of this Second Amendment; and
 - (iv) the Omnibus Agreement shall be read and construed with this Second Amendment as one integrated document incorporating the amendments effected thereby.
- (c) The amendments to the Omnibus Agreement are limited to those provided under Sections 1 to 2 of this Second Amendment. The Borrower acknowledges and agrees that, except as provided under Sections 1 to 2 above, nothing in this Second Amendment shall be deemed as amending or otherwise supplanting the obligations of the Borrower under the Omnibus Agreement with respect to the Term Loan and the construction, implementation, operation and maintenance of the Project.

SECTION 5. FURTHER ACTS

Each of the parties hereto shall use all reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under Applicable Law, and execute and deliver such documents and other papers, as may be required to carry out the provisions of this Second Amendment and to consummate and make effective the transactions contemplated by this Second Amendment.

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Minerva J. Velasco
Atty. Minerva J. Velasco
/ Clerk of Court VI 9

08 APR 2016

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SECTION 6. OTHER TERMS AND CONDITIONS

- (a) Capitalized terms used herein which are defined in the Omnibus Agreement shall have the same meaning ascribed to them thereunder, unless otherwise provided in this Second Amendment or unless the context indicates otherwise.
- (b) All reasonable costs and expenses, including fees and expenses of counsel, in connection with the preparation, execution, delivery and administration of this Second Amendment and any other agreement, consent, approval, document or instrument required to be executed in relation thereto, as well as any and all fees, stamps and other Taxes, shall be for the account of the Borrower.
- (c) This Second Amendment shall be governed by and construed in accordance with Philippine laws.
- (d) This Second Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

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Ugularay
Atty. Minarda J. Velasco
/ Clerk of Court VI9

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IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to be duly executed by their respective duly authorized representatives on the date first above written.

The Borrower:

MALIGAYA DEVELOPMENT CORPORATION

By:


Glicerio I. Santos IV
Director


NEW ERA UNIVERSITY

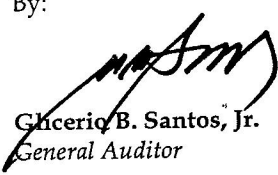
By:

Glicerio B. Santos, Jr.
Corporate Executive Finance Officer

The Third Party Mortgagors:

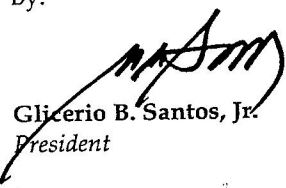
IGLESIA NI CRISTO (CHURCH OF CHRIST)

By:

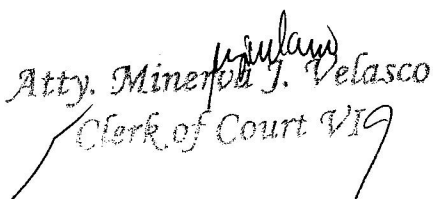

Glicerio B. Santos, Jr.
General Auditor

FELIX Y. MANALO FOUNDATION, INC.

By:


Glicerio B. Santos, Jr.
President

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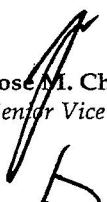

Atty. Minerva J. Velasco
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The Lender:

METROPOLITAN BANK & TRUST COMPANY

By:

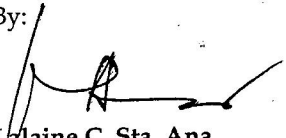

Jose M. Chan
Senior Vice President



Ferlou I. Evangelista
Vice President

The Collateral Agent:

**METROPOLITAN BANK & TRUST COMPANY -
TRUST BANKING GROUP**

By:


Lalaine C. Sta. Ana
First Vice President


Jasmin S. Blasano
Senior Manager

SIGNED IN THE PRESENCE OF:

 _____  _____

Second Amendment to the Omnibus Loan and Security Agreement
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Atty. Minerva J. Velasco
Clerk of Court

26 APR 2016

ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public for and in the above jurisdiction, this August 5, 2014 personally appeared the following:

<u>Name</u>	<u>Identification</u>	<u>Date and Place of Issuance</u>
Maligaya Development Corporation represented by: Glicerio P. Santos IV	Passport No. EB9756214	Dec. 6, 2013; Manila
Metropolitan Bank & Trust Company represented by: Jose M. Chan Ferlou I. Evangelista	Passport No. EB8287370 PRC ID No. 0064817	June 3, 2013; Manila Dec. 10; 2010; Manila
Iglesia ni Cristo (Church of Christ) represented by: Glicerio B. Santos, Jr.	Passport No. EB7675813	March 19, 2013; Manila
New Era University represented by: Glicerio B. Santos, Jr.	Passport No. EB7675813	March 19, 2013; Manila
Felix Y. Manalo Foundation, Inc. represented by: Glicerio B. Santos, Jr.	Passport No. EB7675813	March 19, 2013; Manila
Metropolitan Bank & Trust Company - Trust Banking Group represented by: Lalaine C. Sta. Ana Jasmin S. Bilasano	SSS No. 03-7502789-9 Driver's License No. N26-99- 037059	Manila March 24, 2014; Manila

known to me and by me known to be the same persons who executed the foregoing Second Amendment to the Omnibus Loan and Security Agreement dated March 31, 2014 and they acknowledged to me that the same is their free and voluntary act and deed and that of the corporations which they respectively represent.

The foregoing instrument relates to the real estate mortgage covering the properties identified and described in **Schedule II** and consists of twenty eight (28) pages, including the page on which this Acknowledgment is written and continued and **Schedules I and II** attached hereto, executed by the parties and their instrumental witnesses on the signature pages and on the left margin on each and every page thereof.

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

Doc. No. 480
Page No. 97
Book No. I
Series of 2014.

Kristine Gail C. Ochoa
Kristine Gail C. Ochoa
Appointment No. 211 (2014-2015)
Notary Public for Pasig City
Until December 31, 2015
Attorneys Roll No. 60847

Second Amendment to the Omnibus Loan and Security Agreement
Page 11
F. Ortigas Jr. Road Ortigas Center Pasig City
IBP No. 950027; 01.03.14 QC
PTR No. 9829833; 01.04.14 Pasig City

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