

TERM LOAN AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT, made and entered at Zamboanga City, Philippines, this \_\_\_\_\_ by and between: ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC. DBA : PREMIER MEDICAL CENTER ZAMBOANGA, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal address of business at DON ALFARO STREET, TETUAN, ZAMBOANGA CITY. (collectively referred to as the "BORROWER").

-and-

BANK OF THE PHILIPPINE ISLANDS, a commercial bank with expanded commercial banking authority created under the laws of the Republic of the Philippines with principal office and place of business at Ayala Triangle gardens Tower 2 Paseo de Roxas cor Makati Ave., Salcedo Village, Bel-Air 1226 City of Makati, (hereunder referred to as the "BANK").

WITNESSETH: That -

WHEREAS, the BORROWER has applied with the BANK for the LONG TERM LOAN 01 of PESOS: FOUR HUNDRED TWENTY TWO MILLION THREE HUNDRED EIGHTY SEVEN THOUSAND ONLY (P 422,387,000.00), proceeds of which shall be used by the BORROWER to Take out loan outstanding balance with the Development Bank of the Philippines (DBP) loan was use to partially finance the construction of the 10-storey hospital building.

WHEREAS, the BANK, has granted the said application upon and subject to the terms and conditions of this Loan Agreement (the "Agreement") hereinafter set forth, all of which are acceptable to the BORROWER;

WHEREAS, the BORROWER/s submitted to the BANK financial statements, plans and project studies to induce the latter to act favorably on its application and the BORROWER/s has/have assured the BANK that the said statements, plans and project studies are what they purport to be in all respects;

WHEREAS, the foregoing representations constitute material considerations for the BANK to enter unto this AGREEMENT and in giving due course to the BORROWER's/BORROWERS' aforesaid application;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the covenants and stipulations hereinafter contained, which are made an integral part hereof, the PARTIES hereto have agreed, and do hereby agree as follows:

SECTION I - LOAN AND SECURITY

- 1. THE LOAN. The BANK hereby grants a loan (the "Loan") to the BORROWER which the latter agrees to avail, in the aggregate principal amount of PESOS: FOUR HUNDRED TWENTY TWO MILLION THREE HUNDRED EIGHTY SEVEN THOUSAND ONLY (P 422,387,000.00), Philippine Currency;
2. PURPOSE. The BORROWER shall use the Loan for take out of the outstanding balance with the Development Bank of the Philippines (DBP), loan was use to partially finance the construction of the 10-storey hospital building.
3. TERM. The Loan shall be for a period of Ten (10) years with 2-years grace period from the drawdown date or as otherwise stated in the Promissory Note(s). In further reference, day/business shall mean a day on which commercial banks and financial institutions are open for business in Metro Manila, days shall mean calendar days and quarter shall mean three (3) calendar months.
4. INTEREST RATE. The Loan shall bear interest at prevailing market rates or payable monthly and repriceable monthly/quarterly or with one time option for fixed rate upon initial drawdown for 3Y/5Y/7Y; as may be provided for in the Promissory Note(s) or other related documents or instruments executed in relation thereto or to this AGREEMENT, payable monthly and reviewable quarterly in arrears.

ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.
DBA:PREMIER MEDICAL CENTER ZAMBOANGA
By: (Authorized Signatories)

Signed in the presence of:

Handwritten signatures and lines for the authorized signatories and witnesses.

- a. Interest charges shall be computed on the basis of the actual number of days between the drawdown date and the interest payment date based on a year of 365 days and shall be payable quarterly in arrears. The applicable Interest Rate shall be that rate quoted on drawdown date and on the first day of each and every quarter thereafter. It is further agreed that the interest rate on the Loan shall be subject to upward or downward adjustment if during the term of the loan or in any renewal or extension of the Loan any law, circular, rule or regulation is enacted, issued or promulgated which has the effect of increasing or decreasing the Bank's cost of funds or intermediation cost such as but not limited to interest rate on deposits, reserve requirements, taxes or salaries and wages. The upward or downward adjustment of the interest rate on the loan shall be effective and binding on the BORROWER on the date specified in the written notice from the Bank. Should the BORROWER disagree to the adjustment of the interest rate, the BORROWER shall have the right to prepay subject to penalty at a flat rate of 2.0% based on the amount prepaid, the loan and all the amounts due thereon. In the event that the BORROWER does not prepay the Loan and all the amounts due thereon within thirty (30) days from receipt of the notice from the Bank, the BORROWER shall be deemed to have agreed to the interest adjustment.
- b. In the event the BORROWER fails to pay when due any amount of principal or interest that the BORROWER is obliged to pay under this Agreement and the Note(s), the BORROWER shall pay to the Bank upon demand, and in addition to principal and interests due, default interest at the rate stipulated on the Promissory Note(s) based on any amount due and unpaid computed from and including the date said amount/s became due.

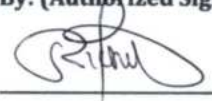
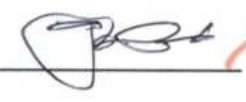

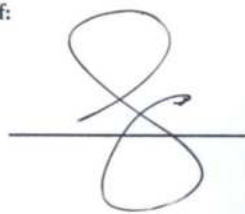

5. **REPAYMENT.** Subject to the terms and conditions of this Agreement, the Loan shall be paid by the BORROWER in **equal monthly principal installments computed on the escalating percentages annually based on the outstanding balance to commence on the 30<sup>th</sup> day after the 2-year grace period plus interest.**

Year	% for Principal Installments	Total Installments (per year)	Principal	Monthly Principal Installments
1	Grace Period	-	-	-
2	Grace Period	-	-	-
3	7.50%	31,679,025.00		2,639,918.75
4	9.00%	38,014,830.00		3,167,902.50
5	10.50%	44,350,635.00		3,695,886.25
6	12.00%	50,686,440.00		4,223,870.00
7	13.75%	58,078,212.52		4,839,851.04
8	15.75%	66,525,952.50		5,543,829.38
9	15.75%	66,525,952.50		5,543,829.38
10	15.75%	66,525,952.50		5,543,829.38

- 6. **PROMISSORY NOTES.** The Loan shall be evidenced by Promissory Note(s) (the "Notes") executed by the BORROWER. The Note shall be dated on drawdown date and shall contain a schedule of payment of the principal and interest on the Loan based on the provisions of sub-section 4 and 5 above, and once executed shall be complemented by the terms and conditions of this Agreement.
- 7. **SCHEDULE OF DRAWDOWNS.** The Loan may be availed of by the BORROWER via **one time release via manager's check payable to Development Bank of the Philippines (DBP), subject to term and conditions of standard takeout letter.**
- 8. **PRE-PAYMENTS.** Any pre-payment, partial or full, shall be allowed subject to penalty at a flat rate of **3.0% based on the amount prepaid.**
- 9. **SECURITY.** Registered Real Estate Mortgage on property covered by Transfer Certificates of Title Nos. T-129-2016003091 , T-129-2016003090 , T-129-2016003097 , T-129-2016003089 , T-129-2020000224 , T-129-2020000271 , T-129-2020000225 registered under **ALLIED CARE EXPERT (ACE) MEDICAL CENTER – Zamboanga City Inc.**

**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.**  
**DBA:PREMIER MEDICAL CENTER ZAMBOANGA**  
 By: (Authorized Signatories)

Signed in the presence of:

10. PAYMENTS. All payments due on the Loan shall be made at the counters of the Bank without need of prior written notice to the BORROWER, on or before the designated cut off time of the Bank.

**SECTION II – CONDITIONS OF LOAN DRAWDOWN**

1. The obligation of the Bank to release the Loan is subject to the following conditions precedent:

That the bank shall have received from the BORROWER the following in form and substance satisfactory to them:

- a. The Note(s);
- b. The Articles of Incorporation and By-Laws of the BORROWER, certified under oath as up-to-date, complete, true and correct by the Corporate Secretary of the BORROWER.
- c. All authenticated corporate resolutions and authorizations to make this Agreement, the Note, the Security Agreement and all documents or instruments related thereto (collectively the "Loan Documents") valid and binding on the BORROWER and/or any other party executing such documents or instruments.
- d. A signed and notarized copy of a certificate of the corporate secretary of the BORROWER and/or the executing parties certifying to the name(s) and specimen signature(s) of its officer(s) authorized to sign this Agreement, the Note(s), the Security Agreement and such other documents or instruments related to this Agreement.
- e. Such other approvals, certificates or other documents which the Bank may deem necessary or which it may reasonably request from the BORROWER.
- f. All the representations and warranties of the BORROWER under this Agreement are true and correct in all material respects.
- g. No event which, with the giving of notice or lapse of time or both, would give rise to an event of default provided for in Section VI of this Agreement, shall have occurred and is continuing with respect to the BORROWER.

**SECTION III – REPRESENTATIONS AND WARRANTIES**

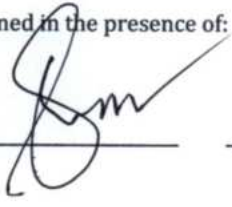

1. The BORROWER represents and warrants that:

- a. It is a corporation duly organized and validly existing in good standing under the laws of the Philippines and has all the corporate powers and authority to own its present properties and carry on its business as now being conducted.
- b. It has full power, authority and legal right to execute, deliver and comply with the terms and conditions of the Loan Agreement, the Note, the Mortgage and all other related documents.
- c. The execution and delivery by the Borrower of the Loan Agreement, the Note and the Mortgage and its compliance with therewith have been duly and validity authorized under its Articles of Incorporation and By-Laws and will not violate, be in conflict with or constitute breach of default under any agreement or instrument binding upon the Borrower.
- d. All corporate actions necessary to validate or enforce the execution and delivery by the Borrower of the Loan Agreement, the Note and the Mortgage and its compliance therein
- e. have been duly taken and the Loan Agreement, the Note and the Mortgage, once executed shall constitute a valid, binding and direct obligation/s of the Borrower.

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Signed in the presence of:

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- f. The balance sheet of the Borrower as of its latest fiscal or calendar year and its income statement for the twelve month period fairly present the financial condition of the Borrower and the results of its operations for such period and since such date, there have been no material adverse changes in such condition or operation. There are no substantial liabilities of the Borrower, direct, contingent and otherwise, not reflected in such balance sheet.
- g. There is no pending or threatened court action or administrative proceedings against the Borrower in any jurisdiction which has not been communicated by the Borrower to the Bank and –which might result in any material adverse change in the business, operations, properties or in the present condition, financial or otherwise, of the Borrower.
- h. All the representations and warranties contained herein shall survive the execution and delivery of this Loan Agreement and drawdowns upon the Loan and the BORROWER's assurance of the notes until compliance in full with the BORROWER's obligation under this Loan Agreement and the Notes.

**SECTION IV – AFFIRMATIVE COVENANTS**

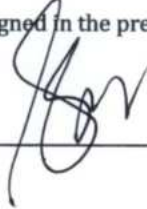
- 1. The BORROWER covenants and agrees that as long as this Agreement is in effect and until payment in full and performance of all other obligations hereunder, the BORROWER shall perform and/or maintain the following:
  - a. The Borrower shall use the proceeds of the Loan exclusively for the purpose stated in the Loan Agreement.
  - b. The Borrower / Mortgagor shall ensure that improvements up to the extent of the outstanding balance of the Loan net of the valuation of the asset mortgaged and maintain such insurance in force until the Loan shall have been fully paid. The policy or policies shall be endorsed, assigned and delivered by the Borrower to the Bank, together with copies of official receipts evidencing the due payment of the insurance premiums.
  - c. The Borrower / Mortgagor shall promptly pay and discharge all taxes, assessments and governmental charges of whatever nature validity and legally levied upon it or against its properties and business.
  - d. The Borrower shall maintain the mortgaged asset in good condition and shall conduct its business in consonance with good business practices.
  - e. Should the collateral be lost or damaged or shall suffer an appreciable depreciation in value, the Borrower shall furnish the Bank, additional security (ies) acceptable to the Bank of such value as would bring the total value of the Collateral (including such additional security given by the Borrower) to an amount at least equal to the total value of the security support at the time of such loss, damage or depreciation.
  - f. The Borrower shall furnish the Bank with audited financial statements within 90 days after the end of each fiscal year, certified by independent public accountants acceptable to the Bank.
  - g. The Borrower shall furnish the Bank interim financial statements within 60 days after the end of each quarter.
  - h. The Borrower shall submit to the Bank a certificate of non-default thirty (30) business days after the end of each quarter.
  - i. The Borrower shall furnish the Bank such other information as the Bank may reasonably request in writing.
  - j. The Borrower shall shoulder all out-of-pocket expenses related to the Loan.
  - k. The Borrower shall keep proper and adequate books of record and account in accordance with the generally accepted accounting principles and practices, consistently applied, and in compliance with regulations of any governmental regulating body having jurisdiction in the premises, and permit representatives of the Bank to inspect the Borrower's properties at any reasonable time.

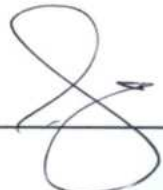
**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.**  
**DBA:PREMIER MEDICAL CENTER ZAMBOANGA**  
**By: (Authorized Signatories)**


  
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Signed in the presence of:

  
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- l. Consistent with sound business practice, the BORROWER shall insure with insurance companies acceptable to the Bank all its properties or assets mortgaged with the Bank against such risks as may be approved by the Bank which shall include but not limited to fire, earthquake, losses or damages due to transit and other hazards attendant to the acquisition, transportation, and delivery of such assets to the place of use or installation. For this purpose, any indemnity from said insurance shall be payable in such currency as may be fully usable to replace or repair such goods and in an amount not less than the insurable value of said properties or assets or the outstanding balance of indebtedness incurred hereunder, whichever is lower. The BORROWER shall furnish the Bank copies of the insurance policies and renewals thereof within fifteen (15) days from receipt of the BORROWER without need of prior request by the Bank. Failure on the part of the BORROWER to secure or renew its insurance coverage or pay the premiums due to any reason whatsoever shall compel the Bank to immediately secure such coverages with costs and expenses chargeable against the BORROWER. The policy or policies covering the mortgaged properties shall be endorsed and assigned by the BORROWER as their interests may appear therein so that in the event the risks insured against occur, the Bank shall have the authority to file the claim, follow it up, institute action thereon and collect the proceeds of the said policy or policies. The BORROWER shall provide the Bank with copies of receipts evidencing the due payment of the insurance premiums.
- m. The BORROWER shall execute such other documents as from time to time may be required by the Bank, shall furnish all documentary stamps necessary, therefore, shall pay the fees, charges and expenses for the registration of documents connected therewith, shall abide and be bounded by any regulation issued by Bangko Sentral ng Pilipinas and/or Banker's Association of the Philippines restricting the lending operations of the Bank, and upon demand by the Bank, shall give and deliver to the Bank such security (ies) as may be satisfactory and acceptable to the Bank.

**SECTION V – NEGATIVE COVENANTS**

- 1. The BORROWER covenants and agrees that so long as this Agreement is in effect and until payment in full and performance of all other obligations hereunder, unless the Bank shall otherwise consent in writing which consent shall not be unreasonably withheld, the BORROWER shall not:
  - a. The Borrower shall not effect any merger, consolidation or other material change in its ownership, corporate set-up or management.
  - b. The Borrower shall not incur, create, assure or permit to exist any additional indebtedness except in the normal course of business.
  - c. The Borrower shall not engage in any business except for business authorized by its Articles of Incorporation.
  - d. The Borrower shall not sell, transfer, convey or dispose of any substantial portion of its assets without prior written consent of the Bank.
  - e. The Borrower shall not declare or pay any cash dividends or redeem or repurchase any outstanding share or make any capital or asset distribution to its stockholders without prior written consent of the Bank, save by way of stock dividends.
  - f. The Borrower shall not declare or pay management bonuses or profit sharing if any of its obligations is not current.
  - g. The Borrower shall not voluntarily suspend its business operations or dissolve its affair.
  - h. Financial ratios (such as, but not limited to, current ratio), debt equity ratio shall not fall below/exceed specified ratios.
    - 1. The **BORROWER** shall at times maintain a current ratio of at least 1x.
    - 2. The **BORROWER** shall at all times maintain a D-E ratio no greater that 3x should not be met, debt service cover (EBITDA/CFADS) ratio of not less than 1.25x

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- i. The BORROWER commits to promptly notify the Bank of any such event or condition which might materially and adversely affect the carrying on of the BORROWER's business. Likewise, if any event shall have occurred which constitutes an Event of Default (as specified in Section VI hereof), the BORROWER shall immediately notify the Bank of such event, specify the nature thereof, and the action taken or proposed to be taken by the BORROWER with respect thereto. In case on non-default, a certification to that effect shall be submitted by the BORROWER to the Bank together with the financial statements required in Sections IV.

**SECTION VI – EVENTS OF DEFAULT**

1. The Borrower shall be considered in default in case any of the following events shall occur:
  - a. The Borrower fails to pay when due and payable any amount which the Borrower is obliged to pay the Bank under the Loan Agreement and the Notes and/or any other obligation which the Borrower may now or hereafter owe to the Bank or to any other bank or financial institution, whether as principal or as guarantor/surety.
  - b. Any provision, term or condition of the Loan Agreement, particularly, but not limited to the covenants, representations and warranties of the Borrower hereof is violated and/or not complied with and/or is untrue and incorrect in any material respect.
  - c. The Borrower fails to perform or comply with any of the terms and conditions of the Loan Agreement, the Note, the Mortgage, and other pertinent documents.
  - d. The Borrower / Mortgagor voluntarily suspends or ceases operations of its usual business, becomes insolvent, or petitions or applies with any tribunal for the appointment of any receiver, liquidator, or trustee for the Borrower or any substantial part of its assets; or the Borrower commences any proceedings relating thereto; or the appropriate government authorities suspend the operations of the Borrower.
  - e. Any of the concessions, permits, rights, franchises or privileges required for the conduct of the business and operations of the Borrower or by the Loan Agreement shall be revoked, cancelled or otherwise terminated, or the free and continued use and exercise thereof shall be curtailed or prevented, in such manner as to materially and adversely affect the financial condition or operations of the Borrower as determined by the Bank
  - f. A violation of any term or condition of other contract/agreement executed by the Borrower with the Bank or other persons, corporations or entities for the payment of borrowed money which constitutes an event of default; or in general, violation of any contract, law, regulation which results in the acceleration or declaration of the whole obligation to be due and payable prior to the stated normal date of maturity and which violation will, in the opinion of the Bank, adversely and materially affect the performance of the Borrower under the Loan Agreement.
2. EFFECTS. Upon the occurrence of any of the foregoing events of default, (a) the Bank shall have no further obligation to allow any loan drawdown in the event that the loan has not been availed of fully or partially; and/or (b) the Bank may, by written notice given to the BORROWER, declare the outstanding balance of the Loan, including all accrued interests, to be immediately due and payable, and forthwith collect said outstanding balance and accrued interest without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the BORROWER, and shall be paid by the BORROWER at such time and in such manner as the Bank may demand. Should the BORROWER fail to comply with the demand for payment of the outstanding obligation to the Bank, the latter shall have the full power and authority to proceed against the BORROWER and the securities mentioned in Section 1, No. 9 hereof and to take such other steps or actions against the BORROWER, judicial or extra-judicial, as the Bank may deem necessary and proper for the full protection or enforcement of its rights and interests.
3. The BORROWER further agrees to authorize as it does hereby authorize the Bank its successors and assigns to effect the payment of the obligation above-mentioned out of whatever security or securities belonging to said BORROWER which may be in the possession in the Bank, its branches or any of its subsidiaries/affiliates in case of default in payment or failure to comply with any of the conditions of the Agreement.

**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.**  
**DBA:PREMIER MEDICAL CENTER ZAMBOANGA**  
**By: (Authorized Signatories)**

Signed in the presence of:

The block contains four handwritten signatures. The first signature on the left is written in cursive and appears to be 'Richard'. The second signature is a stylized cursive signature. The third signature is another stylized cursive signature. The fourth signature on the right is a large, looped cursive signature, possibly 'J. S.', with the initials 'JB' written below it.

SECTION VII – MISCELLANEOUS PROVISIONS

- 1. PLACE AND TIME OF PAYMENT. (a) All sums payable to the Bank hereunder or under any document contemplated hereby shall be paid in Philippine currency, drawn on acceptable banks, at the principal office of the Bank, or at any place mutually acceptable to the BORROWER and the applied first against costs, expenses and indemnities due hereunder; then against fees due to the Bank, then against default interest, if any; then against interest due on the Loan; and then against the Loan due and payable.
- 2. PAYMENT. All payments of account of the Loan, whether of principal, interest, charges or otherwise, shall be paid to the Bank in full, free and clear of any deduction and withholding for any and all present and future taxes, levies, import duties, fees or any other charges of any nature or kind imposed by the Republic of the Philippines or any political subdivision or agency thereof or any taxing authority therein. In the event that the BORROWER is prohibited by law to make payments hereunder free from any deduction or withholding, then the BORROWER shall pay such additional amount to the Bank as may be necessary to ensure that the actual amount is received as if such deduction or withholding were not required.
- 3. EXPENSES AND TAXES. All reasonable expenses, fees and other charges which may be incurred in connection with the Loan Documents, shall be for the account of the BORROWER. In addition, the BORROWER shall pay or reimburse the Bank for any and all taxes and charges other than income taxes of the Republic of the Philippines or any subdivision or taxing authority thereof on the overall income of the Bank, which may be payable or determined to be payable in connection with the execution, delivery, transfer, performance or enforcement of the Loan Documents and the BORROWER shall indemnify and hold the Bank harmless from any such taxes or charges.

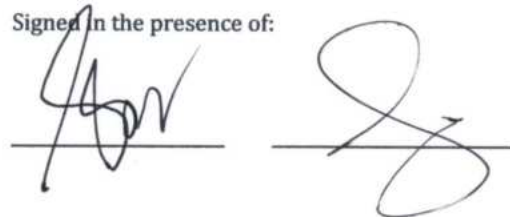
Bank is hereby allowed to deduct from the proceeds of the availment of the Loan such expenses, charges, and taxes as it may be determined to be payable at the time thereof, without prejudice to the BORROWER's liability on those that may accrue or which may be incurred or imposed while the Loan remains outstanding.

- 4. WAIVER: CUMULATIVE RIGHTS. The failure or delay of the Bank to require performance by the BORROWER of any provision of this Agreement, the Notes and the related documents required hereunder shall not affect their rights to require performance of such provision unless and until such performance has been waived by the Bank in writing. Each and every right granted to the Bank hereunder or under any other document or instrument relative hereto or in connection herewith shall be cumulative.
- 5. SUBSTITUTION OF PARTIES. This Agreement, the Note and all other documents related to the Loan shall be binding upon and inure to the benefit of the parties and their respective corporate successors and assigns; provided that, the BORROWER shall not assign its obligations under this Agreement and the Note without prior written consent of the Bank.
- 6. OUT-OF-POCKET EXPENSES. All reasonable expenses, fees and charges which may be incurred or delivered in connection with this Agreement, the Notes, the Real Estate Mortgage and other related documents shall be for the account of the BORROWER.
- 7. COLLATERAL BUSINESS. The Borrower undertakes to channel through the Bank substantial collateral business.
- 8. ACCOUNT BALANCES. The BORROWER shall, for the duration of this Agreement, maintain with the Bank current and/or savings deposits accounts.
- 9. NOTICES. Any notice or other communication required or permitted to be given hereunder shall be delivered in writing to the party to which it is to be given at its address set forth above, or at such other address as may be subsequently notified by such party.

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Signed in the presence of:






10. **LIQUIDATION DAMAGES.** Upon the occurrence of any event of default as herein before defined, the unconditionally to pay liquidated damages in an amount equivalent to thirty-six (36%) per annum of the total amount, principal and interest, which may be due from the BORROWER as of the date of its receipt of the written notice from the Bank.
11. **ATTORNEY'S FEES.** In the Event the Bank shall engage the services of counsel in the enforcement of its rights or remedies by reason or on account of this Agreement, the Bank shall be entitled to attorney's fees in the amount equivalent to 10% of the sum of recovered but in no case less than P10,000 exclusive of expenses, and costs of suit.
12. **SEPARABILITY.** If any one or more of the provisions contained in this Agreement shall be invalid, illegal, unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.
13. **AMENDMENT.** This Agreement may be amended only by an instrument in writing signed by the duly authorized parties to be bound or burdened by such amendments.
14. **ASSIGNMENT.** This AGREEMENT shall be binding upon and shall be enforceable by the **BORROWER** and the **BANK** and their respective successors and assigns, except that the **BORROWER** shall have no right to assign or transfer its rights or obligations hereunder and thereunder. An assignment by the **BANK** of all or a part of its rights and obligations to any of its subsidiaries, affiliates, trust accounts or other Persons shall take effect upon receipt by the BORROWER of a written notice thereof. Upon any transfer, assignment, securitization or sub-participation by the BANK, the transferee, assignee, or sub-participant shall be entitled, to the extent of the interest transferred, to the benefit of the indemnities, tax reimbursements, and other similar rights of the **BANK** pursuant to the provisions of this **AGREEMENT** as fully as if a party hereto. The acts of the **BANK** or the failure of the **BANK** to act hereunder shall in all circumstances be conclusive and binding on any transferee, assignee or sub-participant of such **BANK's** interest hereunder.
15. **DISCLOSURE OF INFORMATION.** The **BANK** may furnish information in its possession concerning the BORROWER (it being understood that the persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential): (i) to its employees, officers, directors, advisers and consultants selected by it, as well as to the **BANK's** affiliates, subsidiaries, advisers and consultants selected by them and their respective managers, administrators, trustees, partners, directors, officers, employees and advisors to the extent necessary for the performance of this **AGREEMENT**; (ii) to the extent required by any regulatory authority and/or by applicable laws or regulations or any legal process; or (iii) actual or prospective party (or its managers, administrators, trustees, partners, directors, officers, employees, agents and advisors, directly or indirectly, to any swap, derivative, or other transaction under which payments are to be made by reference to the **BORROWER** and its obligations, this **AGREEMENT** or payments hereunder; or (v) to a credit information bureau as may be required from the banking industry.
16. **WAIVER OF CONFIDENTIALITY** Pursuant to Circular No. 472-2005 of the Bangko Sentral ng Pilipinas as implemented by Revenue Regulation No. 4-2005 of the BIR, confidentiality of client information is waived and the Lender is authorized to conduct random verification with duly authorized representatives of the BIR in order to establish authenticity of the income tax returns and accompanying financial statements submitted by the Borrower. Should the document(s) submitted prove to be spurious or incorrect in any material detail, the Lenders may terminate the Loan and shall have the right to demand immediate repayment or liquidation of the obligation. Moreover, the Lender may seek redress from the court for any harm done by the Borrower's submission of spurious documents.


**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.**  
**DBA:PREMIER MEDICAL CENTER ZAMBOANGA**  
**By: (Authorized Signatories)**

  
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\_\_\_\_\_

Signed in the presence of:

  
\_\_\_\_\_

  
\_\_\_\_\_





17. VENUE OF ACTIONS. Any action or suit brought under this Agreement or any other documents related hereto shall be instituted in the proper courts of Manila, Republic of the Philippines.

IN WITNESS WHEREOF, the PARTIES, have caused these presents to be executed on \_\_\_\_\_ at the City of Zamboanga, Philippines.

**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.  
DBA:PREMIER MEDICAL CENTER ZAMBOANGA**

By: (Authorized Signatories)

JAMES ROBERTSON S. PICHEL

GIOVANNI P. GIMENA

**BANK OF THE PHILIPPINE ISLANDS**  
TIN: 321-000-438-366

By:



**ADONIS G. LIANG**  
Vice-President

SIGNED IN THE PRESENCE OF:

**MARY LIZA G. RUIZ**

**GLENN SANTINO C. ARANETA**

**ACKNOWLEDGMENT**

**REPUBLIC OF THE PHILIPPINES)**  
ZAMBOANGA CITY ) S.S.

BEFORE ME, personally appeared:

Name	CTC No.	Place & Date of Issue	Gov't. Issued ID	Place & Date of Issue
------	---------	-----------------------	------------------	-----------------------

who is / are personally known to me and to me known to be the same person(s) who executed the foregoing document and exhibited to me the above Community Tax Certificate(s); and / or was / were identified by me through competent evidence of identity, to be the same person(s) in the foregoing document who exhibited to me the above ID(s). It was acknowledged to me that the execution of this document is the free and voluntary act and deed of said person(s), as well as the free and voluntary act and deed of the entity(ies) represented and that said persons have the authority to sign in behalf of the entity(ies).

The foregoing document is a (State document /agreement) which consists of \_\_\_\_ ( ) pages including the page whereon this Acknowledgment is written and ANNEX A. This Acknowledgment forms an integral part of the said document.

WITNESS MY HAND AND SEAL this FEB 13 2024 day of ZAMBOANGA CITY, in \_\_\_\_\_

**ATTY. MICHAEL S. DELA CRUZ**  
 Notary Public for Zamboanga City  
**NOTARY PUBLIC**  
 Ground Flr., Ildefonso Bldg., cor. La Purisima and  
 Gov. Alvarez Sts., Camino Nuevo, Zamboanga City  
 Tel Nos. 926-7345/09171181572  
 Notarial Commission No. 2023-286  
 Valid until December 31, 2025  
 Roll of Attorney's No. 48760  
 PTR No. 2770440 Jan. 2, 2024  
 IBP Lifetime Member No. 07819  
 MCLE No. VII-0013659 valid until April 14, 2025

Doc. No. 712 ;  
 Page No. 060 ;  
 Book No. 30 ;  
 Series of 2024 ;

TERM LOAN AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT, made and entered at Zamboanga City, Philippines, this \_\_\_\_\_ by and between: ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC. DBA : PREMIER MEDICAL CENTER ZAMBOANGA, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal address of business at DON ALFARO STREET, TETUAN, ZAMBOANGA CITY. (collectively referred to as the "BORROWER").

-and-

BANK OF THE PHILIPPINE ISLANDS, a commercial bank with expanded commercial banking authority created under the laws of the Republic of the Philippines with principal office and place of business at Ayala Triangle Gardens Tower 2 Paseo de Roxas cor Makati Ave., Salcedo Village, Bel-Air 1226 City of Makati, (hereunder referred to as the "BANK").

WITNESSETH: That -

WHEREAS, the BORROWER has applied with the BANK for the LONG TERM LOAN 02 of PESOS: TWO HUNDRED EIGHTY FOUR MILLION FIVE HUNDRED TWENTY NINE THOUSAND PESOS ONLY (P 284,529,000.00), proceeds of which shall be used by the BORROWER to Take out loan outstanding balance with the Development Bank of the Philippines (DBP) Loan was use to initially finance the purchase of various medical and Hospital equipment.

WHEREAS, the BANK, has granted the said application upon and subject to the terms and conditions of this Loan Agreement (the "Agreement") hereinafter set forth, all of which are acceptable to the BORROWER;

WHEREAS, the BORROWER/s submitted to the BANK financial statements, plans and project studies to induce the latter to act favorably on its application and the BORROWER/s has/have assured the BANK that the said statements, plans and project studies are what they purport to be in all respects;

WHEREAS, the foregoing representations constitute material considerations for the BANK to enter unto this AGREEMENT and in giving due course to the BORROWER's/BORROWERS' aforesaid application;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the covenants and stipulations hereinafter contained, which are made an integral part hereof, the PARTIES hereto have agreed, and do hereby agree as follows:

SECTION I - LOAN AND SECURITY

- 1. THE LOAN. The BANK hereby grants a loan (the "Loan") to the BORROWER which the latter agrees to avail, in the aggregate principal amount of PESOS: : TWO HUNDRED EIGHTY FOUR MILLION FIVE HUNDRED TWENTY NINE THOUSAND PESOS ONLY (P 284,529,000.00), Philippine Currency;
2. PURPOSE. The BORROWER shall use the Loan for take out of the outstanding balance with the Development Bank of the Philippines (DBP), Loan was use to initially finance the purchase of various medical and Hospital equipment.
3. TERM. The Loan shall be for a period of Ten (10) years with 2-years grace period from the drawdown date or as otherwise stated in the Promissory Note(s). In further reference, day/business shall mean a day on which commercial banks and financial institutions are open for business in Metro Manila, days shall mean calendar days and quarter shall mean three (3) calendar months.
4. INTEREST RATE. The Loan shall bear interest at prevailing market rates or payable monthly and repriceable monthly/quarterly or with one time option for fixed rate upon initial drawdown for 3Y/5Y/7Y; as may be provided for in the Promissory Note(s) or other related documents or instruments executed in relation thereto or to this AGREEMENT, payable monthly and reviewable quarterly in arrears.

ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC. DBA:PREMIER MEDICAL CENTER ZAMBOANGA By: (Authorized Signatories)

Signed in the presence of:

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

- a. Interest charges shall be computed on the basis of the actual number of days between the drawdown date and the interest payment date based on a year of 365 days and shall be payable quarterly in arrears. The applicable Interest Rate shall be that rate quoted on drawdown date and on the first day of each and every quarter thereafter. It is further agreed that the interest rate on the Loan shall be subject to upward or downward adjustment if during the term of the loan or in any renewal or extension of the Loan any law, circular, rule or regulation is enacted, issued or promulgated which has the effect of increasing or decreasing the Bank's cost of funds or intermediation cost such as but not limited to interest rate on deposits, reserve requirements, taxes or salaries and wages. The upward or downward adjustment of the interest rate on the loan shall be effective and binding on the BORROWER on the date specified in the written notice from the Bank. Should the BORROWER disagree to the adjustment of the interest rate, the BORROWER shall have the right to prepay subject to penalty at a flat rate of 2.0% based on the amount prepaid, the loan and all the amounts due thereon. In the event that the BORROWER does not prepay the Loan and all the amounts due thereon within thirty (30) days from receipt of the notice from the Bank, the BORROWER shall be deemed to have agreed to the interest adjustment.
- b. In the event the BORROWER fails to pay when due any amount of principal or interest that the BORROWER is obliged to pay under this Agreement and the Note(s), the BORROWER shall pay to the Bank upon demand, and in addition to principal and interests due, default interest at the rate stipulated on the Promissory Note(s) based on any amount due and unpaid computed from and including the date said amount/s became due.

5. **REPAYMENT.** Subject to the terms and conditions of this Agreement, the Loan shall be paid by the BORROWER in **equal monthly principal installments computed on the escalating percentages annually based on the outstanding balance to commence on the 30<sup>th</sup> day after the 2-year grace period plus interest.**

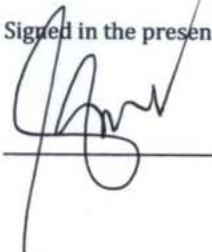
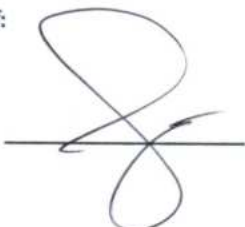
Year	% for Principal Installments	Total Principal Installments (per year)	Monthly Principal Installments
1	Grace Period	-	-
2	Grace Period	-	-
3	7.50%	21,339,675.00	1,778,306.25
4	9.00%	25,607,610.00	2,133,967.50
5	10.50%	29,875,545.00	2,489,628.75
6	12.00%	34,143,480.00	2,845,290.00
7	13.75%	39,122,737.51	3,260,228.13
8	15.75%	44,813,317.50	3,734,443.13
9	15.75%	44,813,317.50	3,734,443.13
10	15.75%	44,813,317.50	3,734,443.13

- 6. **PROMISSORY NOTES.** The Loan shall be evidenced by Promissory Note(s) (the "Notes") executed by the BORROWER. The Note shall be dated on drawdown date and shall contain a schedule of payment of the principal and interest on the Loan based on the provisions of sub-section 4 and 5 above, and once executed shall be complemented by the terms and conditions of this Agreement.
- 7. **SCHEDULE OF DRAWDOWNS.** The Loan may be availed of by the BORROWER via **one time release via manager's check payable to Development Bank of the Philippines (DBP), subject to terms and conditions of standard takeout letter.**
- 8. **PRE-PAYMENTS.** Any pre-payment, partial or full, shall be allowed subject to penalty at a flat rate of 3.0% based on the amount prepaid.
- 9. **SECURITY.** Registered Real Estate Mortgage on property covered by Transfer Certificates of Title Nos. T-129-2016003091 , T-129-2016003090 , T-129-2016003097 , T-129-2016003089 , T-129-2020000224 , T-129-2020000271 , T-129-2020000225 registered under **ALLIED CARE EXPERT (ACE) MEDICAL CENTER – Zamboanga City Inc..**

**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.**  
**DBA:PREMIER MEDICAL CENTER ZAMBOANGA**  
 By: (Authorized Signatories)

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Signed in the presence of:

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**SECTION II – CONDITIONS OF LOAN DRAWDOWN**

1. The obligation of the Bank to release the Loan is subject to the following conditions precedent:

That the bank shall have received from the BORROWER the following in form and substance satisfactory to them:

- a. The Note(s);
- b. The Articles of Incorporation and By-Laws of the BORROWER, certified under oath as up-to-date, complete, true and correct by the Corporate Secretary of the BORROWER.
- c. All authenticated corporate resolutions and authorizations to make this Agreement, the Note, the Security Agreement and all documents or instruments related thereto (collectively the "Loan Documents") valid and binding on the BORROWER and/or any other party executing such documents or instruments.
- d. A signed and notarized copy of a certificate of the corporate secretary of the BORROWER and/or the executing parties certifying to the name(s) and specimen signature(s) of its officer(s) authorized to sign this Agreement, the Note(s), the Security Agreement and such other documents or instruments related to this Agreement.
- e. Such other approvals, certificates or other documents which the Bank may deem necessary or which it may reasonably request from the BORROWER.
- f. All the representations and warranties of the BORROWER under this Agreement are true and correct in all material respects.
- g. No event which, with the giving of notice or lapse of time or both, would give rise to an event of default provided for in Section VI of this Agreement, shall have occurred and is continuing with respect to the BORROWER.

**SECTION III – REPRESENTATIONS AND WARRANTIES**

1. The BORROWER represents and warrants that:


- a. It is a corporation duly organized and validly existing in good standing under the laws of the Philippines and has all the corporate powers and authority to own its present properties and carry on its business as now being conducted.
- b. It has full power, authority and legal right to execute, deliver and comply with the terms and conditions of the Loan Agreement, the Note, the Mortgage and all other related documents.
- c. The execution and delivery by the Borrower of the Loan Agreement, the Note and the Mortgage and its compliance with therewith have been duly and validity authorized under its Articles of Incorporation and By-Laws and will not violate, be in conflict with or constitute breach of default under any agreement or instrument binding upon the Borrower.
- d. All corporate actions necessary to validate or enforce the execution and delivery by the Borrower of the Loan Agreement, the Note and the Mortgage and its compliance therein
- e. have been duly taken and the Loan Agreement, the Note and the Mortgage, once executed shall constitute a valid, binding and direct obligation/s of the Borrower.

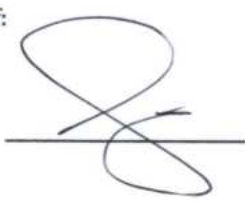
**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.**  
**DBA:PREMIER MEDICAL CENTER ZAMBOANGA**  
**By: (Authorized Signatories)**

  
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Signed in the presence of:

  
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- f. The balance sheet of the Borrower as of its latest fiscal or calendar year and its income statement for the twelve month period fairly present the financial condition of the Borrower and the results of its operations for such period and since such date, there have been no material adverse changes in such condition or operation. There are no substantial liabilities of the Borrower, direct, contingent and otherwise, not reflected in such balance sheet.
- g. There is no pending or threatened court action or administrative proceedings against the Borrower in any jurisdiction which has not been communicated by the Borrower to the Bank and –which might result in any material adverse change in the business, operations, properties or in the present condition, financial or otherwise, of the Borrower.
- h. All the representations and warranties contained herein shall survive the execution and delivery of this Loan Agreement and drawdowns upon the Loan and the BORROWER's assurance of the notes until compliance in full with the BORROWER's obligation under this Loan Agreement and the Notes.

**SECTION IV – AFFIRMATIVE COVENANTS**

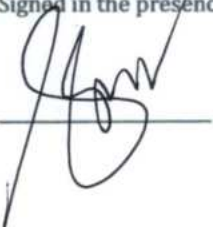
- 1. The BORROWER covenants and agrees that as long as this Agreement is in effect and until payment in full and performance of all other obligations hereunder, the BORROWER shall perform and/or maintain the following:
  - a. The Borrower shall use the proceeds of the Loan exclusively for the purpose stated in the Loan Agreement.
  - b. The Borrower / Mortgagor shall ensure that improvements up to the extent of the outstanding balance of the Loan net of the valuation of the asset mortgaged and maintain such insurance in force until the Loan shall have been fully paid. The policy or policies shall be endorsed, assigned and delivered by the Borrower to the Bank, together with copies of official receipts evidencing the due payment of the insurance premiums.
  - c. The Borrower / Mortgagor shall promptly pay and discharge all taxes, assessments and governmental charges of whatever nature validity and legally levied upon it or against its properties and business.
  - d. The Borrower shall maintain the mortgaged asset in good condition and shall conduct its business in consonance with good business practices.
  - e. Should the collateral be lost or damaged or shall suffer an appreciable depreciation in value, the Borrower shall furnish the Bank, additional security (ies) acceptable to the Bank of such value as would bring the total value of the Collateral (including such additional security given by the Borrower) to an amount at least equal to the total value of the security support at the time of such loss, damage or depreciation.
  - f. The Borrower shall furnish the Bank with audited financial statements within 90 days after the end of each fiscal year, certified by independent public accountants acceptable to the Bank.
  - g. The Borrower shall furnish the Bank interim financial statements within 60 days after the end of each quarter.
  - h. The Borrower shall submit to the Bank a certificate of non-default thirty (30) business days after the end of each quarter.
  - i. The Borrower shall furnish the Bank such other information as the Bank may reasonably request in writing.
  - j. The Borrower shall shoulder all out-of-pocket expenses related to the Loan.
  - k. The Borrower shall keep proper and adequate books of record and account in accordance with the generally accepted accounting principles and practices, consistently applied, and in compliance with regulations of any governmental regulating body having jurisdiction in the premises, and permit representatives of the Bank to inspect the Borrower's properties at any reasonable time.

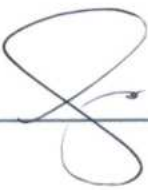
**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.**  
**DBA:PREMIER MEDICAL CENTER ZAMBOANGA**  
**By: (Authorized Signatories)**

  
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Signed in the presence of:

  
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- l. Consistent with sound business practice, the BORROWER shall insure with insurance companies acceptable to the Bank all its properties or assets mortgaged with the Bank against such risks as may be approved by the Bank which shall include but not limited to fire, earthquake, losses or damages due to transit and other hazards attendant to the acquisition, transportation, and delivery of such assets to the place of use or installation. For this purpose, any indemnity from said insurance shall be payable in such currency as may be fully usable to replace or repair such goods and in an amount not less than the insurable value of said properties or assets or the outstanding balance of indebtedness incurred hereunder, whichever is lower. The BORROWER shall furnish the Bank copies of the insurance policies and renewals thereof within fifteen (15) days from receipt of the BORROWER without need of prior request by the Bank. Failure on the part of the BORROWER to secure or renew its insurance coverage or pay the premiums due to any reason whatsoever shall compel the Bank to immediately secure such coverages with costs and expenses chargeable against the BORROWER. The policy or policies covering the mortgaged properties shall be endorsed and assigned by the BORROWER as their interests may appear therein so that in the event the risks insured against occur, the Bank shall have the authority to file the claim, follow it up, institute action thereon and collect the proceeds of the said policy or policies. The BORROWER shall provide the Bank with copies of receipts evidencing the due payment of the insurance premiums.
  
- m. The BORROWER shall execute such other documents as from time to time may be required by the Bank, shall furnish all documentary stamps necessary, therefore, shall pay the fees, charges and expenses for the registration of documents connected therewith, shall abide and be bounded by any regulation issued by Bangko Sentral ng Pilipinas and/or Banker's Association of the Philippines restricting the lending operations of the Bank, and upon demand by the Bank, shall give and deliver to the Bank such security (ies) as may be satisfactory and acceptable to the Bank.

#### SECTION V – NEGATIVE COVENANTS


1. The BORROWER covenants and agrees that so long as this Agreement is in effect and until payment in full and performance of all other obligations hereunder, unless the Bank shall otherwise consent in writing which consent shall not be unreasonably withheld, the BORROWER shall not:
  - a. The Borrower shall not effect any merger, consolidation or other material change in its ownership, corporate set-up or management.
  - b. The Borrower shall not incur, create, assure or permit to exist any additional indebtedness except in the normal course of business.
  - c. The Borrower shall not engage in any business except for business authorized by its Articles of Incorporation.
  - d. The Borrower shall not sell, transfer, convey or dispose of any substantial portion of its assets without prior written consent of the Bank.
  - e. The Borrower shall not declare or pay any cash dividends or redeem or repurchase any outstanding share or make any capital or asset distribution to its stockholders without prior written consent of the Bank, save by way of stock dividends.
  - f. The Borrower shall not declare or pay management bonuses or profit sharing if any of its obligations is not current.
  - g. The Borrower shall not voluntarily suspend its business operations or dissolve its affair.
  - h. Financial ratios (such as, but not limited to, current ratio), debt equity ratio shall not fall below/exceed specified ratios.
    1. The BORROWER shall at times maintain a current ratio of at least 1x.
    2. The BORROWER shall at all times maintain a D-E ratio no greater than 3x should not be met, debt service cover (EBITDA/CFADS) ratio of not less than 1.25x

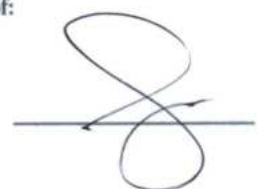
**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.**  
**DBA:PREMIER MEDICAL CENTER ZAMBOANGA**  
**By: (Authorized Signatories)**

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Signed in the presence of:

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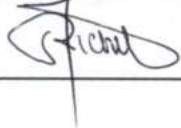
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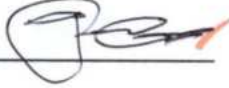


**SECTION VI – EVENTS OF DEFAULT**


1. The Borrower shall be considered in default in case any of the following events shall occur:
  - a. The Borrower fails to pay when due and payable any amount which the Borrower is obliged to pay the Bank under the Loan Agreement and the Notes and/or any other obligation which the Borrower may now or hereafter owe to the Bank or to any other bank or financial institution, whether as principal or as guarantor/surety.
  - b. Any provision, term or condition of the Loan Agreement, particularly, but not limited to the covenants, representations and warranties of the Borrower hereof is violated and/or not complied with and/or is untrue and incorrect in any material respect.
  - c. The Borrower fails to perform or comply with any of the terms and conditions of the Loan Agreement, the Note, the Mortgage, and other pertinent documents.
  - d. The Borrower / Mortgagor voluntarily suspends or ceases operations of its usual business, becomes insolvent, or petitions or applies with any tribunal for the appointment of any receiver, liquidator, or trustee for the Borrower or any substantial part of its assets; or the Borrower commences any proceedings relating thereto; or the appropriate government authorities suspend the operations of the Borrower.
  - e. Any of the concessions, permits, rights, franchises or privileges required for the conduct of the business and operations of the Borrower or by the Loan Agreement shall be revoked, cancelled or otherwise terminated, or the free and continued use and exercise thereof shall be curtailed or prevented, in such manner as to materially and adversely affect the financial condition or operations of the Borrower as determined by the Bank
  - f. A violation of any term or condition of other contract/agreement executed by the Borrower with the Bank or other persons, corporations or entities for the payment of borrowed money which constitutes an event of default; or in general, violation of any contract, law, regulation which results in the acceleration or declaration of the whole obligation to be due and payable prior to the stated normal date of maturity and which violation will, in the opinion of the Bank, adversely and materially affect the performance of the Borrower under the Loan Agreement.
  
2. **EFFECTS.** Upon the occurrence of any of the foregoing events of default, (a) the Bank shall have no further obligation to allow any loan drawdown in the event that the loan has not been availed of fully or partially; and/or (b) the Bank may, by written notice given to the BORROWER, declare the outstanding balance of the Loan, including all accrued interests, to be immediately due and payable, and forthwith collect said outstanding balance and accrued interest without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the BORROWER, and shall be paid by the BORROWER at such time and in such manner as the Bank may demand. Should the BORROWER fail to comply with the demand for payment of the outstanding obligation to the Bank, the latter shall have the full power and authority to proceed against the BORROWER and the securities mentioned in Section 1, No. 9 hereof and to take such other steps or actions against the BORROWER, judicial or extra-judicial, as the Bank may deem necessary and proper for the full protection or enforcement of its rights and interests.
  
3. The BORROWER further agrees to authorize as it does hereby authorize the Bank its successors and assigns to effect the payment of the obligation above-mentioned out of whatever security or securities belonging to said BORROWER which may be in the possession in the Bank, its branches or any of its subsidiaries/affiliates in case of default in payment or failure to comply with any of the conditions of the Agreement.

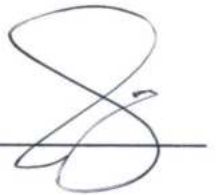
**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.**  
**DBA:PREMIER MEDICAL CENTER ZAMBOANGA**  
**By: (Authorized Signatories)**

  
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Signed in the presence of:

  
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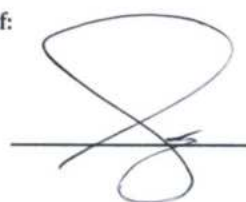
SECTION VII – MISCELLANEOUS PROVISIONS

1. PLACE AND TIME OF PAYMENT. (a) All sums payable to the Bank hereunder or under any document contemplated hereby shall be paid in Philippine currency, drawn on acceptable banks, at the principal office of the Bank, or at any place mutually acceptable to the BORROWER and the applied first against costs, expenses and indemnities due hereunder; then against fees due to the Bank, then against default interest, if any; then against interest due on the Loan; and then against the Loan due and payable.
2. PAYMENT. All payments of account of the Loan, whether of principal, interest, charges or otherwise, shall be paid to the Bank in full, free and clear of any deduction and withholding for any and all present and future taxes, levies, import duties, fees or any other charges of any nature or kind imposed by the Republic of the Philippines or any political subdivision or agency thereof or any taxing authority therein. In the event that the BORROWER is prohibited by law to make payments hereunder free from any deduction or withholding, then the BORROWER shall pay such additional amount to the Bank as may be necessary to ensure that the actual amount is received as if such deduction or withholding were not required.
3. EXPENSES AND TAXES. All reasonable expenses, fees and other charges which may be incurred in connection with the Loan Documents, shall be for the account of the BORROWER. In addition, the BORROWER shall pay or reimburse the Bank for any and all taxes and charges other than income taxes of the Republic of the Philippines or any subdivision or taxing authority thereof on the overall income of the Bank, which may be payable or determined to be payable in connection with the execution, delivery, transfer, performance or enforcement of the Loan Documents and the BORROWER shall indemnify and hold the Bank harmless from any such taxes or charges.  
  
Bank is hereby allowed to deduct from the proceeds of the availment of the Loan such expenses, charges, and taxes as it may be determined to be payable at the time thereof, without prejudice to the BORROWER's liability on those that may accrue or which may be incurred or imposed while the Loan remains outstanding.
4. WAIVER: CUMULATIVE RIGHTS. The failure or delay of the Bank to require performance by the BORROWER of any provision of this Agreement, the Notes and the related documents required hereunder shall not affect their rights to require performance of such provision unless and until such performance has been waived by the Bank in writing. Each and every right granted to the Bank hereunder or under any other document or instrument relative hereto or in connection herewith shall be cumulative.
5. SUBSTITUTION OF PARTIES. This Agreement, the Note and all other documents related to the Loan shall be binding upon and inure to the benefit of the parties and their respective corporate successors and assigns; provided that, the BORROWER shall not assign its obligations under this Agreement and the Note without prior written consent of the Bank.
6. OUT-OF-POCKET EXPENSES. All reasonable expenses, fees and charges which may be incurred or delivered in connection with this Agreement, the Notes, the Real Estate Mortgage and other related documents shall be for the account of the BORROWER.
7. COLLATERAL BUSINESS. The Borrower undertakes to channel through the Bank substantial collateral business.
8. ACCOUNT BALANCES. The BORROWER shall, for the duration of this Agreement, maintain with the Bank current and/or savings deposits accounts.
9. NOTICES. Any notice or other communication required or permitted to be given hereunder shall be delivered in writing to the party to which it is to be given at its address set forth above, or at such other address as may be subsequently notified by such party.

**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.**  
**DBA:PREMIER MEDICAL CENTER ZAMBOANGA**  
**By: (Authorized Signatories)**


Signed in the presence of:




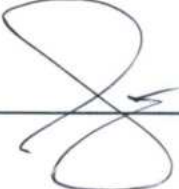


10. **LIQUIDATION DAMAGES.** Upon the occurrence of any event of default as herein before defined, the unconditionally to pay liquidated damages in an amount equivalent to thirty-six (36%) per annum of the total amount, principal and interest, which may be due from the BORROWER as of the date of its receipt of the written notice from the Bank.
11. **ATTORNEY'S FEES.** In the Event the Bank shall engage the services of counsel in the enforcement of its rights or remedies by reason or on account of this Agreement, the Bank shall be entitled to attorney's fees in the amount equivalent to 10% of the sum of recovered but in no case less than P10,000 exclusive of expenses, and costs of suit.
12. **SEPARABILITY.** If any one or more of the provisions contained in this Agreement shall be invalid, illegal, unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.
13. **AMENDMENT.** This Agreement may be amended only by an instrument in writing signed by the duly authorized parties to be bound or burdened by such amendments.
14. **ASSIGNMENT.** This AGREEMENT shall be binding upon and shall be enforceable by the **BORROWER** and the **BANK** and their respective successors and assigns, except that the **BORROWER** shall have no right to assign or transfer its rights or obligations hereunder and thereunder. An assignment by the **BANK** of all or a part of its rights and obligations to any of its subsidiaries, affiliates, trust accounts or other Persons shall take effect upon receipt by the BORROWER of a written notice thereof. Upon any transfer, assignment, securitization or sub-participation by the BANK, the transferee, assignee, or sub-participant shall be entitled, to the extent of the interest transferred, to the benefit of the indemnities, tax reimbursements, and other similar rights of the **BANK** pursuant to the provisions of this **AGREEMENT** as fully as if a party hereto. The acts of the **BANK** or the failure of the **BANK** to act hereunder shall in all circumstances be conclusive and binding on any transferee, assignee or sub-participant of such **BANK's** interest hereunder.
15. **DISCLOSURE OF INFORMATION.** The **BANK** may furnish information in its possession concerning the BORROWER (it being understood that the persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential): (i) to its employees, officers, directors, advisers and consultants selected by it, as well as to the **BANK's** affiliates, subsidiaries, advisers and consultants selected by them and their respective managers, administrators, trustees, partners, directors, officers, employees and advisors to the extent necessary for the performance of this **AGREEMENT**; (ii) to the extent required by any regulatory authority and/or by applicable laws or regulations or any legal process; or (iii) actual or prospective party (or its managers, administrators, trustees, partners, directors, officers, employees, agents and advisors, directly or indirectly, to any swap, derivative, or other transaction under which payments are to be made by reference to the **BORROWER** and its obligations, this **AGREEMENT** or payments hereunder; or (v) to a credit information bureau as may be required from the banking industry.
16. **WAIVER OF CONFIDENTIALITY** Pursuant to Circular No. 472-2005 of the Bangko Sentral ng Pilipinas as implemented by Revenue Regulation No. 4-2005 of the BIR, confidentiality of client information is waived and the Lender is authorized to conduct random verification with duly authorized representatives of the BIR in order to establish authenticity of the income tax returns and accompanying financial statements submitted by the Borrower. Should the document(s) submitted prove to be spurious or incorrect in any material detail, the Lenders may terminate the Loan and shall have the right to demand immediate repayment or liquidation of the obligation. Moreover, the Lender may seek redress from the court for any harm done by the Borrower's submission of spurious documents.

**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.**  
**DBA: PREMIER MEDICAL CENTER ZAMBOANGA**  
**By: (Authorized Signatories)**

 \_\_\_\_\_  
 \_\_\_\_\_

Signed in the presence of:

 \_\_\_\_\_  
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17. VENUE OF ACTIONS. Any action or suit brought under this Agreement or any other documents related hereto shall be instituted in the proper courts of Manila, Republic of the Philippines.

IN WITNESS WHEREOF, the PARTIES, have caused these presents to be executed on \_\_\_\_\_ at the City of Zamboanga, Philippines.

**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.  
DBA:PREMIER MEDICAL CENTER ZAMBOANGA**

By: (Authorized Signatories)

JAMES ROBERTSON C. PACHEL

GIOVANNI PASCAL GIMENA

**BANK OF THE PHILIPPINE ISLANDS**

TIN: 321-000-438-366

By:



**ADONIS G. LIANG**

Vice-President

SIGNED IN THE PRESENCE OF:

MARY LIZA G. RUIZ

GLENN SANTINO C. ARANETA

**ACKNOWLEDGMENT**

**REPUBLIC OF THE PHILIPPINES)**  
ZAMBOANGA CITY ) S.S.

BEFORE ME, personally appeared:

Name	CTC No.	Place & Date of Issue	Gov't. Issued ID	Place & Date of Issue
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who is / are personally known to me and to me known to be the same person(s) who executed the foregoing document and exhibited to me the above Community Tax Certificate(s); and / or was / were identified by me through competent evidence of identity, to be the same person(s) in the foregoing document who exhibited to me the above ID(s). It was acknowledged to me that the execution of this document is the free and voluntary act and deed of said person(s), as well as the free and voluntary act and deed of the entity(ies) represented and that said persons have the authority to sign in behalf of the entity(ies).

The foregoing document is a (State document /agreement) which consists of \_\_\_\_\_ ( ) pages including the page whereon this Acknowledgment is written and ANNEX A. This Acknowledgment forms an integral part of the said document.

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of FEB 12 2024, in ZAMBOANGA CITY.

**NOTARY PUBLIC**  
**ATTY. MICHAEL B. DE LA CRUZ**  
 Notary Public for Zamboanga City  
 Ground Flr., Ildefonso I Bldg., cor. La Purisima and  
 Gov. Alvarez Sts., Camino Nuevo, Zamboanga City  
 Tel Nos. 926-7345/09171181572  
 Notarial Commission No. 2023-286  
 Valid until December 31, 2025  
 Roll of Attorney's No. 48760  
 PTR No. 2770440 Jan. 2, 2024  
 IBP Lifetime Member No. 07819  
 MCLE No. VII-0013659 valid until April 14, 2025

Doc. No. 911 ;  
 Page No. 863 ;  
 Book No. 30 ;  
 Series of 2024 ;

TERM LOAN AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT, made and entered at Zamboanga City, Philippines, this \_\_\_\_\_ by and between: ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC. DBA : PREMIER MEDICAL CENTER ZAMBOANGA, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal address of business at DON ALFARO STREET, TETUAN, ZAMBOANGA CITY. (collectively referred to as the "BORROWER").

-and-

BANK OF THE PHILIPPINE ISLANDS, a commercial bank with expanded commercial banking authority created under the laws of the Republic of the Philippines with principal office and place of business at Ayala Triangle Gardens Tower 2 Paseo de Roxas cor Makati Ave., Salcedo Village, Bel-Air 1226 City of Makati, (hereunder referred to as the "BANK").

WITNESSETH: That -

WHEREAS, the BORROWER has applied with the BANK for the MEDIUM TERM LOAN 01 of PESOS: THREE MILLION PESOS ONLY (P 3,000,000.00), proceeds of which shall be used by the BORROWER to TAKE OUT outstanding balance with the Development Bank of the Philippines (DBP). Loan was used to initially finance the purchase of various medical and hospital equipments.

WHEREAS, the BANK, has granted the said application upon and subject to the terms and conditions of this Loan Agreement (the "Agreement") hereinafter set forth, all of which are acceptable to the BORROWER;

WHEREAS, the BORROWER/s submitted to the BANK financial statements, plans and project studies to induce the latter to act favorably on its application and the BORROWER/s has/have assured the BANK that the said statements, plans and project studies are what they purport to be in all respects;

WHEREAS, the foregoing representations constitute material considerations for the BANK to enter unto this AGREEMENT and in giving due course to the BORROWER's/BORROWERS' aforesaid application;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the covenants and stipulations hereinafter contained, which are made an integral part hereof, the PARTIES hereto have agreed, and do hereby agree as follows:

SECTION I - LOAN AND SECURITY

- 1. THE LOAN. The BANK hereby grants a loan (the "Loan") to the BORROWER which the latter agrees to avail, in the aggregate principal amount of PESOS: : THREE MILLION PESOS ONLY (P 3,000,000.00), Philippine Currency;
2. PURPOSE. The BORROWER shall use the Loan to TAKE OUT outstanding balance with the Development Bank of the Philippines (DBP). Loan was used to initially finance the purchase of various medical and hospital equipments.
3. TERM. The Loan shall be for a period of Four (4) years and 2 months or up to October 03, 2027 coinciding with the maturity date of the existing loan with DBP from the drawdown date or as otherwise stated in the Promissory Note(s). In further reference, day/business shall mean a day on which commercial banks and financial institutions are open for business in Metro Manila, days shall mean calendar days and quarter shall mean three (3) calendar months.
4. INTEREST RATE. The Loan shall bear interest at prevailing market rates or payable monthly and repricable monthly/quarterly or with one time option for fixed rate upon initial drawdown for 3Y as may be provided for in the Promissory Note(s) or other related documents or instruments executed in relation thereto or to this AGREEMENT, payable monthly and reviewable quarterly in arrears.

ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC. DBA:PREMIER MEDICAL CENTER ZAMBOANGA By: (Authorized Signatories)

Two handwritten signatures with red checkmarks below a horizontal line.

Signed in the presence of:

Two handwritten signatures above a horizontal line.

A handwritten signature at the bottom right of the page.



- a. Interest charges shall be computed on the basis of the actual number of days between the drawdown date and the interest payment date based on a year of 365 days and shall be payable quarterly in arrears. The applicable Interest Rate shall be that rate quoted on drawdown date and on the first day of each and every quarter thereafter. It is further agreed that the interest rate on the Loan shall be subject to upward or downward adjustment if during the term of the loan or in any renewal or extension of the Loan any law, circular, rule or regulation is enacted, issued or promulgated which has the effect of increasing or decreasing the Bank's cost of funds or intermediation cost such as but not limited to interest rate on deposits, reserve requirements, taxes or salaries and wages. The upward or downward adjustment of the interest rate on the loan shall be effective and binding on the BORROWER on the date specified in the written notice from the Bank. Should the BORROWER disagree to the adjustment of the interest rate, the BORROWER shall have the right to prepay subject to penalty at a flat rate of 2.0% based on the amount prepaid, the loan and all the amounts due thereon. In the event that the BORROWER does not prepay the Loan and all the amounts due thereon within thirty (30) days from receipt of the notice from the Bank, the BORROWER shall be deemed to have agreed to the interest adjustment.
- b. In the event the BORROWER fails to pay when due any amount of principal or interest that the BORROWER is obliged to pay under this Agreement and the Note(s), the BORROWER shall pay to the Bank upon demand, and in addition to principal and interests due, default interest at the rate stipulated on the Promissory Note(s) based on any amount due and unpaid computed from and including the date said amount/s became due.

- 5. **REPAYMENT.** Subject to the terms and conditions of this Agreement, the Loan shall be paid by the BORROWER in **equal monthly principal installments of P62,500.00 (to be at par with DBP)** plus interest.
- 6. **PROMISSORY NOTES.** The Loan shall be evidenced by Promissory Note(s) (the "Notes") executed by the BORROWER. The Note shall be dated on drawdown date and shall contain a schedule of payment of the principal and interest on the Loan based on the provisions of sub-section 4 and 5 above, and once executed shall be complemented by the terms and conditions of this Agreement.
- 7. **SCHEDULE OF DRAWDOWNS.** The Loan may be availed of by the BORROWER via **one time release via manager's check payable to Development Bank of the Philippines (DBP), subject to term and conditions of standard takeout letter.**
- 8. **PRE-PAYMENTS.** Any pre-payment, partial or full, shall be allowed subject to penalty at a flat rate of **3.0% based on the amount prepaid.**
- 9. **SECURITY.** Registered and unregistered and unnotarized Real Estate Mortgage on property/ies covered by Transfer Certificates of Title Nos. T-129-2016003091 , T-129-2016003090 , T-129-2016003097 , T-129-2016003089 , T-129-2020000224 , T-129-2020000271 , T-129-2020000225 registered under **ALLIED CARE EXPERT (ACE) MEDICAL CENTER – Zamboanga City.**

ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.  
 DBA:PREMIER MEDICAL CENTER ZAMBOANGA  
 By: (Authorized Signatories)

Signed in the presence of:



10. PAYMENTS. All payments due on the Loan shall be made at the counters of the Bank without need of prior written notice to the BORROWER, on or before the designated cut off time of the Bank.

**SECTION II – CONDITIONS OF LOAN DRAWDOWN**

1. The obligation of the Bank to release the Loan is subject to the following conditions precedent:

That the bank shall have received from the BORROWER the following in form and substance satisfactory to them:

- a. The Note(s);
- b. The Articles of Incorporation and By-Laws of the BORROWER, certified under oath as up-to-date, complete, true and correct by the Corporate Secretary of the BORROWER.
- c. All authenticated corporate resolutions and authorizations to make this Agreement, the Note, the Security Agreement and all documents or instruments related thereto (collectively the "Loan Documents") valid and binding on the BORROWER and/or any other party executing such documents or instruments.
- d. A signed and notarized copy of a certificate of the corporate secretary of the BORROWER and/or the executing parties certifying to the name(s) and specimen signature(s) of its officer(s) authorized to sign this Agreement, the Note(s), the Security Agreement and such other documents or instruments related to this Agreement.
- e. Such other approvals, certificates or other documents which the Bank may deem necessary or which it may reasonably request from the BORROWER.
- f. All the representations and warranties of the BORROWER under this Agreement are true and correct in all material respects.
- g. No event which, with the giving of notice or lapse of time or both, would give rise to an event of default provided for in Section VI of this Agreement, shall have occurred and is continuing with respect to the BORROWER.

**SECTION III – REPRESENTATIONS AND WARRANTIES**

1. The BORROWER represents and warrants that:

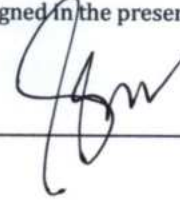
- a. It is a corporation duly organized and validly existing in good standing under the laws of the Philippines and has all the corporate powers and authority to own its present properties and carry on its business as now being conducted.
- b. It has full power, authority and legal right to execute, deliver and comply with the terms and conditions of the Loan Agreement, the Note, the Mortgage and all other related documents.
- c. The execution and delivery by the Borrower of the Loan Agreement, the Note and the Mortgage and its compliance with therewith have been duly and validity authorized under its Articles of Incorporation and By-Laws and will not violate, be in conflict with or constitute breach of default under any agreement or instrument binding upon the Borrower.
- d. All corporate actions necessary to validate or enforce the execution and delivery by the Borrower of the Loan Agreement, the Note and the Mortgage and its compliance therein
- e. have been duly taken and the Loan Agreement, the Note and the Mortgage, once executed shall constitute a valid, binding and direct obligation/s of the Borrower.


**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.**  
**DBA:PREMIER MEDICAL CENTER ZAMBOANGA**  
**By: (Authorized Signatories)**

  
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Signed in the presence of:

  
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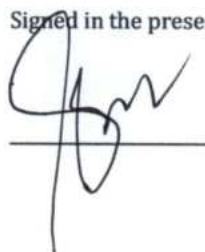
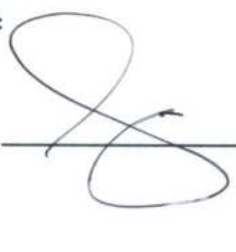
- f. The balance sheet of the Borrower as of its latest fiscal or calendar year and its income statement for the twelve month period fairly present the financial condition of the Borrower and the results of its operations for such period and since such date, there have been no material adverse changes in such condition or operation. There are no substantial liabilities of the Borrower, direct, contingent and otherwise, not reflected in such balance sheet.
- g. There is no pending or threatened court action or administrative proceedings against the Borrower in any jurisdiction which has not been communicated by the Borrower to the Bank and –which might result in any material adverse change in the business, operations, properties or in the present condition, financial or otherwise, of the Borrower.
- h. All the representations and warranties contained herein shall survive the execution and delivery of this Loan Agreement and drawdowns upon the Loan and the BORROWER’s assurance of the notes until compliance in full with the BORROWER’s obligation under this Loan Agreement and the Notes.

**SECTION IV – AFFIRMATIVE COVENANTS**

- 1. The BORROWER covenants and agrees that as long as this Agreement is in effect and until payment in full and performance of all other obligations hereunder, the BORROWER shall perform and/or maintain the following:
  - a. The Borrower shall use the proceeds of the Loan exclusively for the purpose stated in the Loan Agreement.
  - b. The Borrower / Mortgagor shall ensure that improvements up to the extent of the outstanding balance of the Loan net of the valuation of the asset mortgaged and maintain such insurance in force until the Loan shall have been fully paid. The policy or policies shall be endorsed, assigned and delivered by the Borrower to the Bank, together with copies of official receipts evidencing the due payment of the insurance premiums.
  - c. The Borrower / Mortgagor shall promptly pay and discharge all taxes, assessments and governmental charges of whatever nature validity and legally levied upon it or against its properties and business.
  - d. The Borrower shall maintain the mortgaged asset in good condition and shall conduct its business in consonance with good business practices.
  - e. Should the collateral be lost or damaged or shall suffer an appreciable depreciation in value, the Borrower shall furnish the Bank, additional security (ies) acceptable to the Bank of such value as would bring the total value of the Collateral (including such additional security given by the Borrower) to an amount at least equal to the total value of the security support at the time of such loss, damage or depreciation.
  - f. The Borrower shall furnish the Bank with audited financial statements within 90 days after the end of each fiscal year, certified by independent public accountants acceptable to the Bank.
  - g. The Borrower shall furnish the Bank interim financial statements within 60 days after the end of each quarter.
  - h. The Borrower shall submit to the Bank a certificate of non-default thirty (30) business days after the end of each quarter.
  - i. The Borrower shall furnish the Bank such other information as the Bank may reasonably request in writing.
  - j. The Borrower shall shoulder all out-of-pocket expenses related to the Loan.
  - k. The Borrower shall keep proper and adequate books of record and account in accordance with the generally accepted accounting principles and practices, consistently applied, and in compliance with regulations of any governmental regulating body having jurisdiction in the premises, and permit representatives of the Bank to inspect the Borrower’s properties at any reasonable time.

**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.**  
**DBA:PREMIER MEDICAL CENTER ZAMBOANGA**  
**By: (Authorized Signatories)**

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Signed in the presence of:  
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l. Consistent with sound business practice, the BORROWER shall insure with insurance companies acceptable to the Bank all its properties or assets mortgaged with the Bank against such risks as may be approved by the Bank which shall include but not limited to fire, earthquake, losses or damages due to transit and other hazards attendant to the acquisition, transportation, and delivery of such assets to the place of use or installation. For this purpose, any indemnity from said insurance shall be payable in such currency as may be fully usable to replace or repair such goods and in an amount not less than the insurable value of said properties or assets or the outstanding balance of indebtedness incurred hereunder, whichever is lower. The BORROWER shall furnish the Bank copies of the insurance policies and renewals thereof within fifteen (15) days from receipt of the BORROWER without need of prior request by the Bank. Failure on the part of the BORROWER to secure or renew its insurance coverage or pay the premiums due to any reason whatsoever shall compel the Bank to immediately secure such coverages with costs and expenses chargeable against the BORROWER. The policy or policies covering the mortgaged properties shall be endorsed and assigned by the BORROWER as their interests may appear therein so that in the event the risks insured against occur, the Bank shall have the authority to file the claim, follow it up, institute action thereon and collect the proceeds of the said policy or policies. The BORROWER shall provide the Bank with copies of receipts evidencing the due payment of the insurance premiums.

m. The BORROWER shall execute such other documents as from time to time may be required by the Bank, shall furnish all documentary stamps necessary, therefore, shall pay the fees, charges and expenses for the registration of documents connected therewith, shall abide and be bounded by any regulation issued by Bangko Sentral ng Pilipinas and/or Banker's Association of the Philippines restricting the lending operations of the Bank, and upon demand by the Bank, shall give and deliver to the Bank such security (ies) as may be satisfactory and acceptable to the Bank.

**SECTION V – NEGATIVE COVENANTS**

1. The BORROWER covenants and agrees that so long as this Agreement is in effect and until payment in full and performance of all other obligations hereunder, unless the Bank shall otherwise consent in writing which consent shall not be unreasonably withheld, the BORROWER shall not:

- a. The Borrower shall not effect any merger, consolidation or other material change in its ownership, corporate set-up or management.
- b. The Borrower shall not incur, create, assure or permit to exist any additional indebtedness except in the normal course of business.
- c. The Borrower shall not engage in any business except for business authorized by its Articles of Incorporation.
- d. The Borrower shall not sell, transfer, convey or dispose of any substantial portion of its assets without prior written consent of the Bank.
- e. The Borrower shall not declare or pay any cash dividends or redeem or repurchase any outstanding share or make any capital or asset distribution to its stockholders without prior written consent of the Bank, save by way of stock dividends.
- f. The Borrower shall not declare or pay management bonuses or profit sharing if any of its obligations is not current.
- g. The Borrower shall not voluntarily suspend its business operations or dissolve its affair.
- h. Financial ratios (such as, but not limited to, current ratio), debt equity ratio shall not fall below/exceed specified ratios.


- 1. The **BORROWER** shall at times maintain a current ratio of at least 1x.
- 2. The **BORROWER** shall at all times maintain a D-E ratio no greater than 3x should not be met, debt service cover (EBITDA/CFADS) ratio of not less than 1.25x

**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.**  
**DBA:PREMIER MEDICAL CENTER ZAMBOANGA**  
**By: (Authorized Signatories)**

  
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Signed in the presence of:

  
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- i. The BORROWER commits to promptly notify the Bank of any such event or condition which might materially and adversely affect the carrying on of the BORROWER's business. Likewise, if any event shall have occurred which constitutes an Event of Default (as specified in Section VI hereof), the BORROWER shall immediately notify the Bank of such event, specify the nature thereof, and the action taken or proposed to be taken by the BORROWER with respect thereto. In case on non-default, a certification to that effect shall be submitted by the BORROWER to the Bank together with the financial statements required in Sections IV.

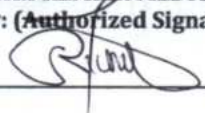

**SECTION VI – EVENTS OF DEFAULT**


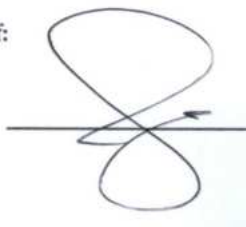
1. The Borrower shall be considered in default in case any of the following events shall occur:
  - a. The Borrower fails to pay when due and payable any amount which the Borrower is obliged to pay the Bank under the Loan Agreement and the Notes and/or any other obligation which the Borrower may now or hereafter owe to the Bank or to any other bank or financial institution, whether as principal or as guarantor/surety.
  - b. Any provision, term or condition of the Loan Agreement, particularly, but not limited to the covenants, representations and warranties of the Borrower hereof is violated and/or not complied with and/or is untrue and incorrect in any material respect.
  - c. The Borrower fails to perform or comply with any of the terms and conditions of the Loan Agreement, the Note, the Mortgage, and other pertinent documents.
  - d. The Borrower / Mortgagor voluntarily suspends or ceases operations of its usual business, becomes insolvent, or petitions or applies with any tribunal for the appointment of any receiver, liquidator, or trustee for the Borrower or any substantial part of its assets; or the Borrower commences any proceedings relating thereto; or the appropriate government authorities suspend the operations of the Borrower.
  - e. Any of the concessions, permits, rights, franchises or privileges required for the conduct of the business and operations of the Borrower or by the Loan Agreement shall be revoked, cancelled or otherwise terminated, or the free and continued use and exercise thereof shall be curtailed or prevented, in such manner as to materially and adversely affect the financial condition or operations of the Borrower as determined by the Bank
  - f. A violation of any term or condition of other contract/agreement executed by the Borrower with the Bank or other persons, corporations or entities for the payment of borrowed money which constitutes an event of default; or in general, violation of any contract, law, regulation which results in the acceleration or declaration of the whole obligation to be due and payable prior to the stated normal date of maturity and which violation will, in the opinion of the Bank, adversely and materially affect the performance of the Borrower under the Loan Agreement.

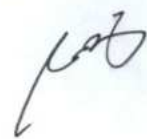
2. **EFFECTS.** Upon the occurrence of any of the foregoing events of default, (a) the Bank shall have no further obligation to allow any loan drawdown in the event that the loan has not been availed of fully or partially; and/or (b) the Bank may, by written notice given to the BORROWER, declare the outstanding balance of the Loan, including all accrued interests, to be immediately due and payable, and forthwith collect said outstanding balance and accrued interest without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the BORROWER, and shall be paid by the BORROWER at such time and in such manner as the Bank may demand. Should the BORROWER fail to comply with the demand for payment of the outstanding obligation to the Bank, the latter shall have the full power and authority to proceed against the BORROWER and the securities mentioned in Section 1, No. 9 hereof and to take such other steps or actions against the BORROWER, judicial or extra-judicial, as the Bank may deem necessary and proper for the full protection or enforcement of its rights and interests.

3. The BORROWER further agrees to authorize as it does hereby authorize the Bank its successors and assigns to effect the payment of the obligation above-mentioned out of whatever security or securities belonging to said BORROWER which may be in the possession in the Bank, its branches or any of its subsidiaries/affiliates in case of default in payment or failure to comply with any of the conditions of the Agreement.

**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.**  
**DBA: PREMIER MEDICAL CENTER ZAMBOANGA**  
 By: (Authorized Signatories)

 \_\_\_\_\_  \_\_\_\_\_

Signed in the presence of:  \_\_\_\_\_  \_\_\_\_\_





SECTION VII – MISCELLANEOUS PROVISIONS

1. PLACE AND TIME OF PAYMENT. (a) All sums payable to the Bank hereunder or under any document contemplated hereby shall be paid in Philippine currency, drawn on acceptable banks, at the principal office of the Bank, or at any place mutually acceptable to the BORROWER and the applied first against costs, expenses and indemnities due hereunder; then against fees due to the Bank, then against default interest, if any; then against interest due on the Loan; and then against the Loan due and payable.
2. PAYMENT. All payments of account of the Loan, whether of principal, interest, charges or otherwise, shall be paid to the Bank in full, free and clear of any deduction and withholding for any and all present and future taxes, levies, import duties, fees or any other charges of any nature or kind imposed by the Republic of the Philippines or any political subdivision or agency thereof or any taxing authority therein. In the event that the BORROWER is prohibited by law to make payments hereunder free from any deduction or withholding, then the BORROWER shall pay such additional amount to the Bank as may be necessary to ensure that the actual amount is received as if such deduction or withholding were not required.
3. EXPENSES AND TAXES. All reasonable expenses, fees and other charges which may be incurred in connection with the Loan Documents, shall be for the account of the BORROWER. In addition, the BORROWER shall pay or reimburse the Bank for any and all taxes and charges other than income taxes of the Republic of the Philippines or any subdivision or taxing authority thereof on the overall income of the Bank, which may be payable or determined to be payable in connection with the execution, delivery, transfer, performance or enforcement of the Loan Documents and the BORROWER shall indemnify and hold the Bank harmless from any such taxes or charges.

Bank is hereby allowed to deduct from the proceeds of the availment of the Loan such expenses, charges, and taxes as it may be determined to be payable at the time thereof, without prejudice to the BORROWER's liability on those that may accrue or which may be incurred or imposed while the Loan remains outstanding.

4. WAIVER: CUMULATIVE RIGHTS. The failure or delay of the Bank to require performance by the BORROWER of any provision of this Agreement, the Notes and the related documents required hereunder shall not affect their rights to require performance of such provision unless and until such performance has been waived by the Bank in writing. Each and every right granted to the Bank hereunder or under any other document or instrument relative hereto or in connection herewith shall be cumulative.
5. SUBSTITUTION OF PARTIES. This Agreement, the Note and all other documents related to the Loan shall be binding upon and inure to the benefit of the parties and their respective corporate successors and assigns; provided that, the BORROWER shall not assign its obligations under this Agreement and the Note without prior written consent of the Bank.
6. OUT-OF-POCKET EXPENSES. All reasonable expenses, fees and charges which may be incurred or delivered in connection with this Agreement, the Notes, the Real Estate Mortgage and other related documents shall be for the account of the BORROWER.
7. COLLATERAL BUSINESS. The Borrower undertakes to channel through the Bank substantial collateral business.
8. ACCOUNT BALANCES. The BORROWER shall, for the duration of this Agreement, maintain with the Bank current and/or savings deposits accounts.
9. NOTICES. Any notice or other communication required or permitted to be given hereunder shall be delivered in writing to the party to which it is to be given at its address set forth above, or at such other address as may be subsequently notified by such party.

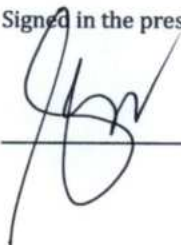
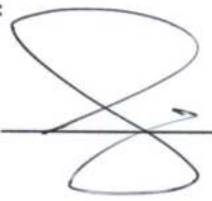
ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.

DBA: PREMIER MEDICAL CENTER ZAMBOANGA

By: (Authorized Signatories)




Signed in the presence of:




10. **LIQUIDATION DAMAGES.** Upon the occurrence of any event of default as herein before defined, the unconditionally to pay liquidated damages in an amount equivalent to thirty-six (36%) per annum of the total amount, principal and interest, which may be due from the BORROWER as of the date of its receipt of the written notice from the Bank.
11. **ATTORNEY'S FEES.** In the Event the Bank shall engage the services of counsel in the enforcement of its rights or remedies by reason or on account of this Agreement, the Bank shall be entitled to attorney's fees in the amount equivalent to 10% of the sum of recovered but in no case less than P10,000 exclusive of expenses, and costs of suit.
12. **SEPARABILITY.** If any one or more of the provisions contained in this Agreement shall be invalid, illegal, unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.
13. **AMENDMENT.** This Agreement may be amended only by an instrument in writing signed by the duly authorized parties to be bound or burdened by such amendments.
14. **ASSIGNMENT.** This AGREEMENT shall be binding upon and shall be enforceable by the **BORROWER** and the **BANK** and their respective successors and assigns, except that the **BORROWER** shall have no right to assign or transfer its rights or obligations hereunder and thereunder. An assignment by the **BANK** of all or a part of its rights and obligations to any of its subsidiaries, affiliates, trust accounts or other Persons shall take effect upon receipt by the BORROWER of a written notice thereof. Upon any transfer, assignment, securitization or sub-participation by the BANK, the transferee, assignee, or sub-participant shall be entitled, to the extent of the interest transferred, to the benefit of the indemnities, tax reimbursements, and other similar rights of the **BANK** pursuant to the provisions of this **AGREEMENT** as fully as if a party hereto. The acts of the **BANK** or the failure of the **BANK** to act hereunder shall in all circumstances be conclusive and binding on any transferee, assignee or sub-participant of such **BANK's** interest hereunder.
15. **DISCLOSURE OF INFORMATION.** The **BANK** may furnish information in its possession concerning the BORROWER (it being understood that the persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential): (i) to its employees, officers, directors, advisers and consultants selected by it, as well as to the **BANK's** affiliates, subsidiaries, advisers and consultants selected by them and their respective managers, administrators, trustees, partners, directors, officers, employees and advisors to the extent necessary for the performance of this **AGREEMENT**; (ii) to the extent required by any regulatory authority and/or by applicable laws or regulations or any legal process; or (iii) actual or prospective party (or its managers, administrators, trustees, partners, directors, officers, employees, agents and advisors, directly or indirectly, to any swap, derivative, or other transaction under which payments are to be made by reference to the **BORROWER** and its obligations, this **AGREEMENT** or payments hereunder; or (v) to a credit information bureau as may be required from the banking industry.
16. **WAIVER OF CONFIDENTIALITY** Pursuant to Circular No. 472-2005 of the Bangko Sentral ng Pilipinas as implemented by Revenue Regulation No. 4-2005 of the BIR, confidentiality of client information is waived and the Lender is authorized to conduct random verification with duly authorized representatives of the BIR in order to establish authenticity of the income tax returns and accompanying financial statements submitted by the Borrower. Should the document(s) submitted prove to be spurious or incorrect in any material detail, the Lenders may terminate the Loan and shall have the right to demand immediate repayment or liquidation of the obligation. Moreover, the Lender may seek redress from the court for any harm done by the Borrower's submission of spurious documents.

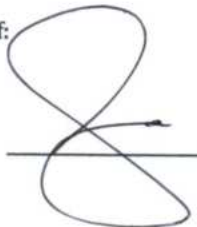
**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.**  
**DBA: PREMIER MEDICAL CENTER ZAMBOANGA**  
**By: (Authorized Signatories)**

  
\_\_\_\_\_

  
\_\_\_\_\_

Signed in the presence of:

  
\_\_\_\_\_

  
\_\_\_\_\_



17. VENUE OF ACTIONS. Any action or suit brought under this Agreement or any other documents related hereto shall be instituted in the proper courts of Manila, Republic of the Philippines.

IN WITNESS WHEREOF, the PARTIES, have caused these presents to be executed on \_\_\_\_\_ at the City of Zamboanga, Philippines.

**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.  
DBA:PREMIER MEDICAL CENTER ZAMBOANGA**

By: (Authorized Signatories)

JAMES R. [Signature] G. PITCHEL

STEVANNT [Signature] DOMENA

**BANK OF THE PHILIPPINE ISLANDS**

TIN: 321-000-438-366

By:



**ADONIS G. LIANG**

Vice-President

SIGNED IN THE PRESENCE OF:

[Signature]  
**MARY LIZA G. RUIZ**

[Signature]  
**GLENN SANTINO C. ARANETA**

**ACKNOWLEDGMENT**

**REPUBLIC OF THE PHILIPPINES)**  
ZAMBOANGA CITY ) S.S.

BEFORE ME, personally appeared:

Name	CTC No.	Place & Date of Issue	Gov't. Issued ID	Place & Date of Issue
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who is / are personally known to me and to me known to be the same person(s) who executed the foregoing document and exhibited to me the above Community Tax Certificate(s); and / or was / were identified by me through competent evidence of identity, to be the same person(s) in the foregoing document who exhibited to me the above ID(s). It was acknowledged to me that the execution of this document is the free and voluntary act and deed of said person(s), as well as the free and voluntary act and deed of the entity(ies) represented and that said persons have the authority to sign in behalf of the entity(ies).

The foregoing document is a (State document /agreement) which consists of \_\_\_\_ ( ) pages including the page whereon this Acknowledgment is written and ANNEX A. This Acknowledgment forms an integral part of the said document.

WITNESS MY HAND AND SEAL this FEB 13 2024 day of \_\_\_\_\_, in ZAMBOANGA CITY

Doc. No.	<u>310</u> ;
Page No.	<u>062</u> ;
Book No.	<u>36</u> ;
Series of	<u>2024</u> ;

**NOTARY PUBLIC**  
**ATTY. MICHAEL B. DELA CRUZ**  
 Notary Public for Zamboanga City  
 Ground Fir, Ildefonso I Bldg., cor. La Purisima and  
 Gov. Alvarez Sts., Camino Nuevo, Zamboanga City  
 Tel Nos. 926-7345/09171181572  
 Notarial Commission No. 2023-266  
 Valid until December 31, 2025  
 Roll of Attorney's No. 48760  
 PTR No. 2770440 Jan. 2, 2024  
 IBP Lifetime Member No. 07819  
 MCLE No. VII-0013659 valid until April 14, 2025

**TERM LOAN AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

This AGREEMENT, made and entered at Zamboanga City, Philippines, this \_\_\_\_\_ by and between: **ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC. DBA : PREMIER MEDICAL CENTER ZAMBOANGA**, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal address of business at **DON ALFARO STREET, TETUAN, ZAMBOANGA CITY**. (collectively referred to as the "**BORROWER**").

-and-

**BANK OF THE PHILIPPINE ISLANDS**, a commercial bank with expanded commercial banking authority created under the laws of the Republic of the Philippines with principal office and place of business at Ayala Triangle gardens Tower 2 Paseo de Roxas cor Makati Ave., Salcedo Village, bel-Air 1226 City of Makati, (hereunder referred to as the "**BANK**").

**WITNESSETH: That -**

**WHEREAS**, the **BORROWER** has applied with the **BANK** for the **LONG TERM LOAN 03** of **PESOS: NINETY MILLION PESOS ONLY (P 90,000,000.00)**, proceeds of which shall be used by the **BORROWER** to partially re-finance the construction of the 10-storey hospital building with construction cost of P760M (amount for refinancing is net of the portion previously financed by DBP).

**WHEREAS**, the **BANK**, has granted the said application upon and subject to the terms and conditions of this Loan Agreement (the "Agreement") hereinafter set forth, all of which are acceptable to the **BORROWER**;

**WHEREAS**, the **BORROWER/s** submitted to the **BANK** financial statements, plans and project studies to induce the latter to act favorably on its application and the **BORROWER/s** has/have assured the **BANK** that the said statements, plans and project studies are what they purport to be in all respects;

**WHEREAS**, the foregoing representations constitute material considerations for the **BANK** to enter unto this **AGREEMENT** and in giving due course to the **BORROWER's/BORROWERS'** aforesaid application;

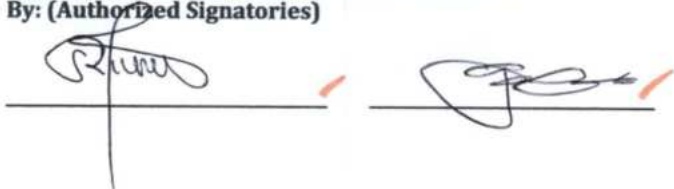
**NOW, THEREFORE**, for and in consideration of the foregoing premises and of the covenants and stipulations hereinafter contained, which are made an integral part hereof, the **PARTIES** hereto have agreed, and do hereby agree as follows:

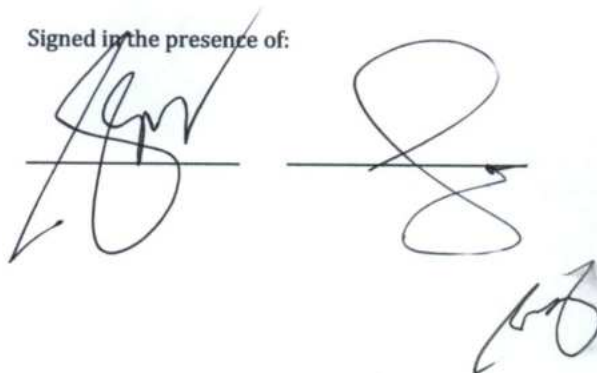
**SECTION I – LOAN AND SECURITY**

- 1. THE LOAN.** The **BANK** hereby grants a loan (the "Loan") to the **BORROWER** which the latter agrees to avail, in the aggregate principal amount of **PESOS: : NINETY MILLION PESOS ONLY (P 90,000,000.00)**, Philippine Currency;
- 2. PURPOSE.** The **BORROWER** shall use the Loan to **partially re-finance the construction of the 10-storey hospital building with construction cost of P760M (amount for refinancing is net of the portion previously financed by DBP)**.
- 3. TERM.** The Loan shall be for a period of **Ten (10) years with 2-years grace period** from the drawdown date or as otherwise stated in the Promissory Note(s). In further reference, day/business shall mean a day on which commercial banks and financial institutions are open for business in Metro Manila, days shall mean calendar days and quarter shall mean three (3) calendar months.
- 4. INTEREST RATE.** The Loan shall bear interest at prevailing market rates or **payable monthly and repricable monthly/quarterly or with one time option for fixed rate upon initial drawdown for 3Y/5Y/7Y**; as may be provided for in the Promissory Note(s) or other related documents or instruments executed in relation thereto or to this **AGREEMENT**, payable monthly and reviewable quarterly in arrears.

**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.**  
**DBA:PREMIER MEDICAL CENTER ZAMBOANGA**  
**By: (Authorized Signatories)**

Signed in the presence of:





- a. Interest charges shall be computed on the basis of the actual number of days between the drawdown date and the interest payment date based on a year of 365 days and shall be payable quarterly in arrears. The applicable Interest Rate shall be that rate quoted on drawdown date and on the first day of each and every quarter thereafter. It is further agreed that the interest rate on the Loan shall be subject to upward or downward adjustment if during the term of the loan or in any renewal or extension of the Loan any law, circular, rule or regulation is enacted, issued or promulgated which has the effect of increasing or decreasing the Bank's cost of funds or intermediation cost such as but not limited to interest rate on deposits, reserve requirements, taxes or salaries and wages. The upward or downward adjustment of the interest rate on the loan shall be effective and binding on the BORROWER on the date specified in the written notice from the Bank. Should the BORROWER disagree to the adjustment of the interest rate, the BORROWER shall have the right to prepay subject to penalty at a flat rate of 2.0% based on the amount prepaid, the loan and all the amounts due thereon. In the event that the BORROWER does not prepay the Loan and all the amounts due thereon within thirty (30) days from receipt of the notice from the Bank, the BORROWER shall be deemed to have agreed to the interest adjustment.
- b. In the event the BORROWER fails to pay when due any amount of principal or interest that the BORROWER is obliged to pay under this Agreement and the Note(s), the BORROWER shall pay to the Bank upon demand, and in addition to principal and interests due, default interest at the rate stipulated on the Promissory Note(s) based on any amount due and unpaid computed from and including the date said amount/s became due.

5. **REPAYMENT.** Subject to the terms and conditions of this Agreement, the Loan shall be paid by the BORROWER in **equal monthly principal installments computed on the escalating percentages annually based on the outstanding balance to commence on the 30<sup>th</sup> day after the 2-year grace period plus interest.**

Year	% for Principal Installments	Total Installments (per year)	Principal	Monthly Principal Installments
1	Grace Period	-	-	-
2	Grace Period	-	-	-
3	7.50%	6,750,000.00		562,500.00
4	9.00%	8,100,000.00		675,000.00
5	10.50%	9,450,000.00		787,500.00
6	12.00%	10,800,000.00		900,000.00
7	13.75%	12,375,000.00		1,031,250.00
8	15.75%	14,175,000.00		1,181,250.00
9	15.75%	14,175,000.00		1,181,250.00
10	15.75%	14,175,000.00		1,181,250.00

- 6. **PROMISSORY NOTES.** The Loan shall be evidenced by Promissory Note(s) (the "Notes") executed by the BORROWER. The Note shall be dated on drawdown date and shall contain a schedule of payment of the principal and interest on the Loan based on the provisions of sub-section 4 and 5 above, and once executed shall be complemented by the terms and conditions of this Agreement.
- 7. **SCHEDULE OF DRAWDOWNS.** The Loan may be availed of by the BORROWER via **staggered release up to 5 tranches within the 2-year grace period. Maturity dates of each availment to be reckoned on the maturity date of the initial availment.**
- 8. **PRE-PAYMENTS.** Any pre-payment, partial or full, shall be allowed subject to penalty at a flat rate of 3.0% based on the amount prepaid.
- 9. **SECURITY.** Registered and unregistered and unnotarized Real Estate Mortgage on property covered by Transfer Certificates of Title Nos. T-129-2016003091 , T-129-2016003090 , T-129-2016003097 , T-129-2016003089 , T-129-2020000224 , T-129-2020000271 , T-129-2020000225 registered under ALLIED CARE EXPERT (ACE) MEDICAL CENTER – Zamboanga City.

ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.  
 DBA:PREMIER MEDICAL CENTER ZAMBOANGA  
 By: (Authorized Signatories)

Signed in the presence of:




10. **PAYMENTS.** All payments due on the Loan shall be made at the counters of the Bank without need of prior written notice to the BORROWER, on or before the designated cut off time of the Bank.

**SECTION II – CONDITIONS OF LOAN DRAWDOWN**

1. The obligation of the Bank to release the Loan is subject to the following conditions precedent:

That the bank shall have received from the BORROWER the following in form and substance satisfactory to them:

- a. The Note(s);
- b. The Articles of Incorporation and By-Laws of the BORROWER, certified under oath as up-to-date, complete, true and correct by the Corporate Secretary of the BORROWER.
- c. All authenticated corporate resolutions and authorizations to make this Agreement, the Note, the Security Agreement and all documents or instruments related thereto (collectively the "Loan Documents") valid and binding on the BORROWER and/or any other party executing such documents or instruments.
- d. A signed and notarized copy of a certificate of the corporate secretary of the BORROWER and/or the executing parties certifying to the name(s) and specimen signature(s) of its officer(s) authorized to sign this Agreement, the Note(s), the Security Agreement and such other documents or instruments related to this Agreement.
- e. Such other approvals, certificates or other documents which the Bank may deem necessary or which it may reasonably request from the BORROWER.
- f. All the representations and warranties of the BORROWER under this Agreement are true and correct in all material respects.
- g. No event which, with the giving of notice or lapse of time or both, would give rise to an event of default provided for in Section VI of this Agreement, shall have occurred and is continuing with respect to the BORROWER.

**SECTION III – REPRESENTATIONS AND WARRANTIES**


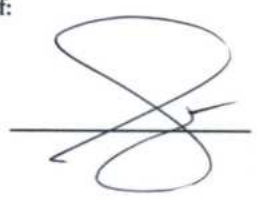
1. The BORROWER represents and warrants that:

- a. It is a corporation duly organized and validly existing in good standing under the laws of the Philippines and has all the corporate powers and authority to own its present properties and carry on its business as now being conducted.
- b. It has full power, authority and legal right to execute, deliver and comply with the terms and conditions of the Loan Agreement, the Note, the Mortgage and all other related documents.
- c. The execution and delivery by the Borrower of the Loan Agreement, the Note and the Mortgage and its compliance with therewith have been duly and validity authorized under its Articles of Incorporation and By-Laws and will not violate, be in conflict with or constitute breach of default under any agreement or instrument binding upon the Borrower.
- d. All corporate actions necessary to validate or enforce the execution and delivery by the Borrower of the Loan Agreement, the Note and the Mortgage and its compliance therein
- e. have been duly taken and the Loan Agreement, the Note and the Mortgage, once executed shall constitute a valid, binding and direct obligation/s of the Borrower.

**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.**  
**DBA:PREMIER MEDICAL CENTER ZAMBOANGA**  
**By: (Authorized Signatories)**

Signed in the presence of:



- f. The balance sheet of the Borrower as of its latest fiscal or calendar year and its income statement for the twelve month period fairly present the financial condition of the Borrower and the results of its operations for such period and since such date, there have been no material adverse changes in such condition or operation. There are no substantial liabilities of the Borrower, direct, contingent and otherwise, not reflected in such balance sheet.
- g. There is no pending or threatened court action or administrative proceedings against the Borrower in any jurisdiction which has not been communicated by the Borrower to the Bank and –which might result in any material adverse change in the business, operations, properties or in the present condition, financial or otherwise, of the Borrower.
- h. All the representations and warranties contained herein shall survive the execution and delivery of this Loan Agreement and drawdowns upon the Loan and the BORROWER’s assurance of the notes until compliance in full with the BORROWER’s obligation under this Loan Agreement and the Notes.

**SECTION IV – AFFIRMATIVE COVENANTS**


- 1. The BORROWER covenants and agrees that as long as this Agreement is in effect and until payment in full and performance of all other obligations hereunder, the BORROWER shall perform and/or maintain the following:
  - a. The Borrower shall use the proceeds of the Loan exclusively for the purpose stated in the Loan Agreement.
  - b. The Borrower / Mortgagor shall ensure that improvements up to the extent of the outstanding balance of the Loan net of the valuation of the asset mortgaged and maintain such insurance in force until the Loan shall have been fully paid. The policy or policies shall be endorsed, assigned and delivered by the Borrower to the Bank, together with copies of official receipts evidencing the due payment of the insurance premiums.
  - c. The Borrower / Mortgagor shall promptly pay and discharge all taxes, assessments and governmental charges of whatever nature validity and legally levied upon it or against its properties and business.
  - d. The Borrower shall maintain the mortgaged asset in good condition and shall conduct its business in consonance with good business practices.
  - e. Should the collateral be lost or damaged or shall suffer an appreciable depreciation in value, the Borrower shall furnish the Bank, additional security (ies) acceptable to the Bank of such value as would bring the total value of the Collateral (including such additional security given by the Borrower) to an amount at least equal to the total value of the security support at the time of such loss, damage or depreciation.
  - f. The Borrower shall furnish the Bank with audited financial statements within 90 days after the end of each fiscal year, certified by independent public accountants acceptable to the Bank.
  - g. The Borrower shall furnish the Bank interim financial statements within 60 days after the end of each quarter.
  - h. The Borrower shall submit to the Bank a certificate of non-default thirty (30) business days after the end of each quarter.
  - i. The Borrower shall furnish the Bank such other information as the Bank may reasonably request in writing.
  - j. The Borrower shall shoulder all out-of-pocket expenses related to the Loan.
  - k. The Borrower shall keep proper and adequate books of record and account in accordance with the generally accepted accounting principles and practices, consistently applied, and in compliance with regulations of any governmental regulating body having jurisdiction in the premises, and permit representatives of the Bank to inspect the Borrower’s properties at any reasonable time.

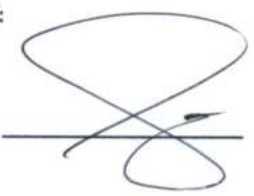
**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.**  
**DBA: PREMIER MEDICAL CENTER ZAMBOANGA**  
**By: (Authorized Signatories)**

  
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Signed in the presence of:

  
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l. Consistent with sound business practice, the BORROWER shall insure with insurance companies acceptable to the Bank all its properties or assets mortgaged with the Bank against such risks as may be approved by the Bank which shall include but not limited to fire, earthquake, losses or damages due to transit and other hazards attendant to the acquisition, transportation, and delivery of such assets to the place of use or installation. For this purpose, any indemnity from said insurance shall be payable in such currency as may be fully usable to replace or repair such goods and in an amount not less than the insurable value of said properties or assets or the outstanding balance of indebtedness incurred hereunder, whichever is lower. The BORROWER shall furnish the Bank copies of the insurance policies and renewals thereof within fifteen (15) days from receipt of the BORROWER without need of prior request by the Bank. Failure on the part of the BORROWER to secure or renew its insurance coverage or pay the premiums due to any reason whatsoever shall compel the Bank to immediately secure such coverages with costs and expenses chargeable against the BORROWER. The policy or policies covering the mortgaged properties shall be endorsed and assigned by the BORROWER as their interests may appear therein so that in the event the risks insured against occur, the Bank shall have the authority to file the claim, follow it up, institute action thereon and collect the proceeds of the said policy or policies. The BORROWER shall provide the Bank with copies of receipts evidencing the due payment of the insurance premiums.

m. The BORROWER shall execute such other documents as from time to time may be required by the Bank, shall furnish all documentary stamps necessary, therefore, shall pay the fees, charges and expenses for the registration of documents connected therewith, shall abide and be bounded by any regulation issued by Bangko Sentral ng Pilipinas and/or Banker's Association of the Philippines restricting the lending operations of the Bank, and upon demand by the Bank, shall give and deliver to the Bank such security (ies) as may be satisfactory and acceptable to the Bank.

**SECTION V – NEGATIVE COVENANTS**

1. The BORROWER covenants and agrees that so long as this Agreement is in effect and until payment in full and performance of all other obligations hereunder, unless the Bank shall otherwise consent in writing which consent shall not be unreasonably withheld, the BORROWER shall not:


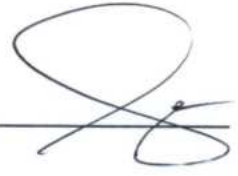

- a. The Borrower shall not effect any merger, consolidation or other material change in its ownership, corporate set-up or management.
- b. The Borrower shall not incur, create, assure or permit to exist any additional indebtedness except in the normal course of business.
- c. The Borrower shall not engage in any business except for business authorized by its Articles of Incorporation.
- d. The Borrower shall not sell, transfer, convey or dispose of any substantial portion of its assets without prior written consent of the Bank.
- e. The Borrower shall not declare or pay any cash dividends or redeem or repurchase any outstanding share or make any capital or asset distribution to its stockholders without prior written consent of the Bank, save by way of stock dividends.
- f. The Borrower shall not declare or pay management bonuses or profit sharing if any of its obligations is not current.
- g. The Borrower shall not voluntarily suspend its business operations or dissolve its affair.
- h. Financial ratios (such as, but not limited to, current ratio), debt equity ratio shall not fall below/exceed specified ratios.

- 1. The **BORROWER** shall at times maintain a current ratio of at least 1x.
- 2. The **BORROWER** shall at all times maintain a D-E ratio no greater than 3x should not be met, debt service cover (EBITDA/CFADS) ratio of not less than 1.25x

**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.**  
**DBA:PREMIER MEDICAL CENTER ZAMBOANGA**  
**By: (Authorized Signatories)**

  
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Signed in the presence of:

  
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- i. The BORROWER commits to promptly notify the Bank of any such event or condition which might materially and adversely affect the carrying on of the BORROWER's business. Likewise, if any event shall have occurred which constitutes an Event of Default (as specified in Section VI hereof), the BORROWER shall immediately notify the Bank of such event, specify the nature thereof, and the action taken or proposed to be taken by the BORROWER with respect thereto. In case on non-default, a certification to that effect shall be submitted by the BORROWER to the Bank together with the financial statements required in Sections IV.

**SECTION VI – EVENTS OF DEFAULT**

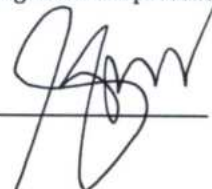
1. The Borrower shall be considered in default in case any of the following events shall occur:
  - a. The Borrower fails to pay when due and payable any amount which the Borrower is obliged to pay the Bank under the Loan Agreement and the Notes and/or any other obligation which the Borrower may now or hereafter owe to the Bank or to any other bank or financial institution, whether as principal or as guarantor/surety.
  - b. Any provision, term or condition of the Loan Agreement, particularly, but not limited to the covenants, representations and warranties of the Borrower hereof is violated and/or not complied with and/or is untrue and incorrect in any material respect.
  - c. The Borrower fails to perform or comply with any of the terms and conditions of the Loan Agreement, the Note, the Mortgage, and other pertinent documents.
  - d. The Borrower / Mortgagor voluntarily suspends or ceases operations of its usual business, becomes insolvent, or petitions or applies with any tribunal for the appointment of any receiver, liquidator, or trustee for the Borrower or any substantial part of its assets; or the Borrower commences any proceedings relating thereto; or the appropriate government authorities suspend the operations of the Borrower.
  - e. Any of the concessions, permits, rights, franchises or privileges required for the conduct of the business and operations of the Borrower or by the Loan Agreement shall be revoked, cancelled or otherwise terminated, or the free and continued use and exercise thereof shall be curtailed or prevented, in such manner as to materially and adversely affect the financial condition or operations of the Borrower as determined by the Bank
  - f. A violation of any term or condition of other contract/agreement executed by the Borrower with the Bank or other persons, corporations or entities for the payment of borrowed money which constitutes an event of default; or in general, violation of any contract, law, regulation which results in the acceleration or declaration of the whole obligation to be due and payable prior to the stated normal date of maturity and which violation will, in the opinion of the Bank, adversely and materially affect the performance of the Borrower under the Loan Agreement.
2. EFFECTS. Upon the occurrence of any of the foregoing events of default, (a) the Bank shall have no further obligation to allow any loan drawdown in the event that the loan has not been availed of fully or partially; and/or (b) the Bank may, by written notice given to the BORROWER, declare the outstanding balance of the Loan, including all accrued interests, to be immediately due and payable, and forthwith collect said outstanding balance and accrued interest without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the BORROWER, and shall be paid by the BORROWER at such time and in such manner as the Bank may demand. Should the BORROWER fail to comply with the demand for payment of the outstanding obligation to the Bank, the latter shall have the full power and authority to proceed against the BORROWER and the securities mentioned in Section 1, No. 9 hereof and to take such other steps or actions against the BORROWER, judicial or extra-judicial, as the Bank may deem necessary and proper for the full protection or enforcement of its rights and interests.
3. The BORROWER further agrees to authorize as it does hereby authorize the Bank its successors and assigns to effect the payment of the obligation above-mentioned out of whatever security or securities belonging to said BORROWER which may be in the possession in the Bank, its branches or any of its subsidiaries/affiliates in case of default in payment or failure to comply with any of the conditions of the Agreement.


**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.**  
**DBA:PREMIER MEDICAL CENTER ZAMBOANGA**  
 By: (Authorized Signatories)

  
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Signed in the presence of:

  
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SECTION VII – MISCELLANEOUS PROVISIONS


1. PLACE AND TIME OF PAYMENT. (a) All sums payable to the Bank hereunder or under any document contemplated hereby shall be paid in Philippine currency, drawn on acceptable banks, at the principal office of the Bank, or at any place mutually acceptable to the BORROWER and the applied first against costs, expenses and indemnities due hereunder; then against fees due to the Bank, then against default interest, if any; then against interest due on the Loan; and then against the Loan due and payable.
  2. PAYMENT. All payments of account of the Loan, whether of principal, interest, charges or otherwise, shall be paid to the Bank in full, free and clear of any deduction and withholding for any and all present and future taxes, levies, import duties, fees or any other charges of any nature or kind imposed by the Republic of the Philippines or any political subdivision or agency thereof or any taxing authority therein. In the event that the BORROWER is prohibited by law to make payments hereunder free from any deduction or withholding, then the BORROWER shall pay such additional amount to the Bank as may be necessary to ensure that the actual amount is received as if such deduction or withholding were not required.
  3. EXPENSES AND TAXES. All reasonable expenses, fees and other charges which may be incurred in connection with the Loan Documents, shall be for the account of the BORROWER. In addition, the BORROWER shall pay or reimburse the Bank for any and all taxes and charges other than income taxes of the Republic of the Philippines or any subdivision or taxing authority thereof on the overall income of the Bank, which may be payable or determined to be payable in connection with the execution, delivery, transfer, performance or enforcement of the Loan Documents and the BORROWER shall indemnify and hold the Bank harmless from any such taxes or charges.
- Bank is hereby allowed to deduct from the proceeds of the availment of the Loan such expenses, charges, and taxes as it may be determined to be payable at the time thereof, without prejudice to the BORROWER's liability on those that may accrue or which may be incurred or imposed while the Loan remains outstanding.
4. WAIVER: CUMULATIVE RIGHTS. The failure or delay of the Bank to require performance by the BORROWER of any provision of this Agreement, the Notes and the related documents required hereunder shall not affect their rights to require performance of such provision unless and until such performance has been waived by the Bank in writing. Each and every right granted to the Bank hereunder or under any other document or instrument relative hereto or in connection herewith shall be cumulative.
  5. SUBSTITUTION OF PARTIES. This Agreement, the Note and all other documents related to the Loan shall be binding upon and inure to the benefit of the parties and their respective corporate successors and assigns; provided that, the BORROWER shall not assign its obligations under this Agreement and the Note without prior written consent of the Bank.
  6. OUT-OF-POCKET EXPENSES. All reasonable expenses, fees and charges which may be incurred or delivered in connection with this Agreement, the Notes, the Real Estate Mortgage and other related documents shall be for the account of the BORROWER.
  7. COLLATERAL BUSINESS. The Borrower undertakes to channel through the Bank substantial collateral business.
  8. ACCOUNT BALANCES. The BORROWER shall, for the duration of this Agreement, maintain with the Bank current and/or savings deposits accounts.
  9. NOTICES. Any notice or other communication required or permitted to be given hereunder shall be delivered in writing to the party to which it is to be given at its address set forth above, or at such other address as may be subsequently notified by such party.

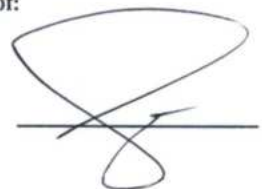
**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.**  
**DBA: PREMIER MEDICAL CENTER ZAMBOANGA**  
**By: (Authorized Signatories)**


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Signed in the presence of:

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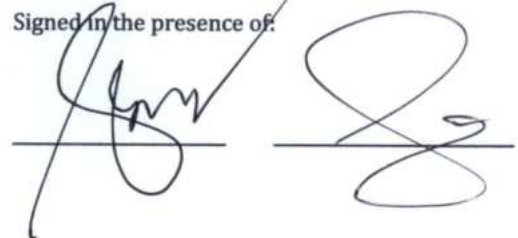


10. **LIQUIDATION DAMAGES.** Upon the occurrence of any event of default as herein before defined, the unconditionally to pay liquidated damages in an amount equivalent to thirty-six (36%) per annum of the total amount, principal and interest, which may be due from the BORROWER as of the date of its receipt of the written notice from the Bank.
11. **ATTORNEY'S FEES.** In the Event the Bank shall engage the services of counsel in the enforcement of its rights or remedies by reason or on account of this Agreement, the Bank shall be entitled to attorney's fees in the amount equivalent to 10% of the sum of recovered but in no case less than P10,000 exclusive of expenses, and costs of suit.
12. **SEPARABILITY.** If any one or more of the provisions contained in this Agreement shall be invalid, illegal, unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.
13. **AMENDMENT.** This Agreement may be amended only by an instrument in writing signed by the duly authorized parties to be bound or burdened by such amendments.
14. **ASSIGNMENT.** This AGREEMENT shall be binding upon and shall be enforceable by the **BORROWER** and the **BANK** and their respective successors and assigns, except that the **BORROWER** shall have no right to assign or transfer its rights or obligations hereunder and thereunder. An assignment by the **BANK** of all or a part of its rights and obligations to any of its subsidiaries, affiliates, trust accounts or other Persons shall take effect upon receipt by the BORROWER of a written notice thereof. Upon any transfer, assignment, securitization or sub-participation by the BANK, the transferee, assignee, or sub-participant shall be entitled, to the extent of the interest transferred, to the benefit of the indemnities, tax reimbursements, and other similar rights of the **BANK** pursuant to the provisions of this **AGREEMENT** as fully as if a party hereto. The acts of the **BANK** or the failure of the **BANK** to act hereunder shall in all circumstances be conclusive and binding on any transferee, assignee or sub-participant of such **BANK's** interest hereunder.
15. **DISCLOSURE OF INFORMATION.** The **BANK** may furnish information in its possession concerning the BORROWER (it being understood that the persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential): (i) to its employees, officers, directors, advisers and consultants selected by it, as well as to the **BANK's** affiliates, subsidiaries, advisers and consultants selected by them and their respective managers, administrators, trustees, partners, directors, officers, employees and advisors to the extent necessary for the performance of this **AGREEMENT**; (ii) to the extent required by any regulatory authority and/or by applicable laws or regulations or any legal process; or (iii) actual or prospective party (or its managers, administrators, trustees, partners, directors, officers, employees, agents and advisors, directly or indirectly, to any swap, derivative, or other transaction under which payments are to be made by reference to the **BORROWER** and its obligations, this **AGREEMENT** or payments hereunder; or (v) to a credit information bureau as may be required from the banking industry.
16. **WAIVER OF CONFIDENTIALITY** Pursuant to Circular No. 472-2005 of the Bangko Sentral ng Pilipinas as implemented by Revenue Regulation No. 4-2005 of the BIR, confidentiality of client information is waived and the Lender is authorized to conduct random verification with duly authorized representatives of the BIR in order to establish authenticity of the income tax returns and accompanying financial statements submitted by the Borrower. Should the document(s) submitted prove to be spurious or incorrect in any material detail, the Lenders may terminate the Loan and shall have the right to demand immediate repayment or liquidation of the obligation. Moreover, the Lender may seek redress from the court for any harm done by the Borrower's submission of spurious documents.

ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.  
DBA:PREMIER MEDICAL CENTER ZAMBOANGA  
By: (Authorized Signatories)



Signed in the presence of:







TERM LOAN AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT, made and entered at Zamboanga City, Philippines, this \_\_\_\_\_ by and between: ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC. DBA : PREMIER MEDICAL CENTER ZAMBOANGA, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal address of business at DON ALFARO STREET, TETUAN, ZAMBOANGA CITY. (collectively referred to as the "BORROWER").

-and-

BANK OF THE PHILIPPINE ISLANDS, a commercial bank with expanded commercial banking authority created under the laws of the Republic of the Philippines with principal office and place of business at Ayala Triangle gardens Tower 2 Paseo de Roxas cor Makati Ave., Salcedo Village, bel-Air 1226 City of Makati, (hereunder referred to as the "BANK").

WITNESSETH: That -

WHEREAS, the BORROWER has applied with the BANK for the LONG TERM LOAN 04 of PESOS: TWENTY TWO MILLION FIVE HUNDRED THOUSAND PESOS ONLY (P 22,500,000.00), proceeds of which shall be used by the BORROWER to partially finance the construction of the 2-storey dietary building with commercial space.

WHEREAS, the BANK, has granted the said application upon and subject to the terms and conditions of this Loan Agreement (the "Agreement") hereinafter set forth, all of which are acceptable to the BORROWER;

WHEREAS, the BORROWER/s submitted to the BANK financial statements, plans and project studies to induce the latter to act favorably on its application and the BORROWER/s has/have assured the BANK that the said statements, plans and project studies are what they purport to be in all respects;

WHEREAS, the foregoing representations constitute material considerations for the BANK to enter unto this AGREEMENT and in giving due course to the BORROWER's/BORROWERS' aforesaid application;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the covenants and stipulations hereinafter contained, which are made an integral part hereof, the PARTIES hereto have agreed, and do hereby agree as follows:

SECTION I - LOAN AND SECURITY

- 1. THE LOAN. The BANK hereby grants a loan (the "Loan") to the BORROWER which the latter agrees to avail, in the aggregate principal amount of PESOS: : TWENTY TWO MILLION FIVE HUNDRED THOUSAND PESOS ONLY (P 22,500,000.00), Philippine Currency;
2. PURPOSE. The BORROWER shall use the Loan to partially finance the construction of the 2-storey dietary building with commercial space.
3. TERM. The Loan shall be for a period of Ten (10) years with 2-years grace period from the drawdown date or as otherwise stated in the Promissory Note(s). In further reference, day/business shall mean a day on which commercial banks and financial institutions are open for business in Metro Manila, days shall mean calendar days and quarter shall mean three (3) calendar months.
4. INTEREST RATE. The Loan shall bear interest at prevailing market rates or payable monthly and repriceable monthly/quarterly or with one time option for fixed rate upon initial drawdown for 3Y/5Y/7Y; as may be provided for in the Promissory Note(s) or other related documents or instruments executed in relation thereto or to this AGREEMENT, payable monthly and reviewable quarterly in arrears.

ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC. DBA:PREMIER MEDICAL CENTER ZAMBOANGA By: (Authorized Signatories)

Handwritten signatures of authorized signatories for Allied Care Experts (ACE) Medical Center-Zamboanga City, Inc. with red checkmarks below the lines.

Signed in the presence of:

Handwritten signatures of witnesses present during the signing.

Handwritten initials or signature at the bottom right of the page.

- a. Interest charges shall be computed on the basis of the actual number of days between the drawdown date and the interest payment date based on a year of 365 days and shall be payable quarterly in arrears. The applicable Interest Rate shall be that rate quoted on drawdown date and on the first day of each and every quarter thereafter. It is further agreed that the interest rate on the Loan shall be subject to upward or downward adjustment if during the term of the loan or in any renewal or extension of the Loan any law, circular, rule or regulation is enacted, issued or promulgated which has the effect of increasing or decreasing the Bank's cost of funds or intermediation cost such as but not limited to interest rate on deposits, reserve requirements, taxes or salaries and wages. The upward or downward adjustment of the interest rate on the loan shall be effective and binding on the BORROWER on the date specified in the written notice from the Bank. Should the BORROWER disagree to the adjustment of the interest rate, the BORROWER shall have the right to prepay subject to penalty at a flat rate of 2.0% based on the amount prepaid, the loan and all the amounts due thereon. In the event that the BORROWER does not prepay the Loan and all the amounts due thereon within thirty (30) days from receipt of the notice from the Bank, the BORROWER shall be deemed to have agreed to the interest adjustment.
- b. In the event the BORROWER fails to pay when due any amount of principal or interest that the BORROWER is obliged to pay under this Agreement and the Note(s), the BORROWER shall pay to the Bank upon demand, and in addition to principal and interests due, default interest at the rate stipulated on the Promissory Note(s) based on any amount due and unpaid computed from and including the date said amount/s became due.

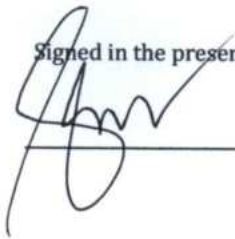
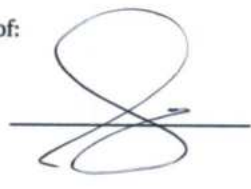
5. **REPAYMENT.** Subject to the terms and conditions of this Agreement, the Loan shall be paid by the BORROWER in equal monthly principal installments computed on the escalating percentages annually based on the outstanding balance to commence on the 30<sup>th</sup> day after the 2-year grace period plus interest.

Year	% for Principal Installments	Total Principal Installments (per year)	Monthly Principal Installments
1	Grace Period	-	-
2	Grace Period	-	-
3	7.50%	1,687,500.00	140,625.00
4	9.00%	2,025,000.00	168,750.00
5	10.50%	2,362,500.00	196,875.00
6	12.00%	2,700,000.00	225,000.00
7	13.75%	3,093,750.00	257,812.50
8	15.75%	3,543,750.00	295,312.50
9	15.75%	3,543,750.00	295,312.50
10	15.75%	3,543,750.00	295,312.50

- 6. **PROMISSORY NOTES.** The Loan shall be evidenced by Promissory Note(s) (the "Notes") executed by the BORROWER. The Note shall be dated on drawdown date and shall contain a schedule of payment of the principal and interest on the Loan based on the provisions of sub-section 4 and 5 above, and once executed shall be complemented by the terms and conditions of this Agreement.
- 7. **SCHEDULE OF DRAWDOWNS.** The Loan may be availed of by the BORROWER via staggered release up to 5 tranches within the 2-year grace period. Maturity dates of each availment to be reckoned on the maturity date of the initial availment.
- 8. **PRE-PAYMENTS.** Any pre-payment, partial or full, shall be allowed subject to penalty at a flat rate of 3.0% based on the amount prepaid.
- 9. **SECURITY.** Registered and unregistered and unnotarized Real Estate Mortgage on property/ies covered by Transfer Certificates of Title Nos. T-129-2016003091 , T-129-2016003090 , T-129-2016003097 , T-129-2016003089 , T-129-2020000224 , T-129-2020000271 , T-129-2020000225 registered under ALLIED CARE EXPERT (ACE) MEDICAL CENTER – Zamboanga City Inc..

ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.  
 DBA:PREMIER MEDICAL CENTER ZAMBOANGA  
 By: (Authorized Signatories)


Signed in the presence of:  
  




10. PAYMENTS. All payments due on the Loan shall be made at the counters of the Bank without need of prior written notice to the BORROWER, on or before the designated cut off time of the Bank.

**SECTION II – CONDITIONS OF LOAN DRAWDOWN**

1. The obligation of the Bank to release the Loan is subject to the following conditions precedent:

That the bank shall have received from the BORROWER the following in form and substance satisfactory to them:

- a. The Note(s);
- b. The Articles of Incorporation and By-Laws of the BORROWER, certified under oath as up-to-date, complete, true and correct by the Corporate Secretary of the BORROWER.
- c. All authenticated corporate resolutions and authorizations to make this Agreement, the Note, the Security Agreement and all documents or instruments related thereto (collectively the "Loan Documents") valid and binding on the BORROWER and/or any other party executing such documents or instruments.
- d. A signed and notarized copy of a certificate of the corporate secretary of the BORROWER and/or the executing parties certifying to the name(s) and specimen signature(s) of its officer(s) authorized to sign this Agreement, the Note(s), the Security Agreement and such other documents or instruments related to this Agreement.
- e. Such other approvals, certificates or other documents which the Bank may deem necessary or which it may reasonably request from the BORROWER.
- f. All the representations and warranties of the BORROWER under this Agreement are true and correct in all material respects.
- g. No event which, with the giving of notice or lapse of time or both, would give rise to an event of default provided for in Section VI of this Agreement, shall have occurred and is continuing with respect to the BORROWER.

**SECTION III – REPRESENTATIONS AND WARRANTIES**

1. The BORROWER represents and warrants that:

- a. It is a corporation duly organized and validly existing in good standing under the laws of the Philippines and has all the corporate powers and authority to own its present properties and carry on its business as now being conducted.
- b. It has full power, authority and legal right to execute, deliver and comply with the terms and conditions of the Loan Agreement, the Note, the Mortgage and all other related documents.
- c. The execution and delivery by the Borrower of the Loan Agreement, the Note and the Mortgage and its compliance with therewith have been duly and validity authorized under its Articles of Incorporation and By-Laws and will not violate, be in conflict with or constitute breach of default under any agreement or instrument binding upon the Borrower.
- d. All corporate actions necessary to validate or enforce the execution and delivery by the Borrower of the Loan Agreement, the Note and the Mortgage and its compliance therein
- e. have been duly taken and the Loan Agreement, the Note and the Mortgage, once executed shall constitute a valid, binding and direct obligation/s of the Borrower.

**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.**

**DBA:PREMIER MEDICAL CENTER ZAMBOANGA**

**By: (Authorized Signatories)**

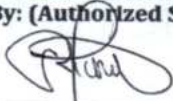
Signed in the presence of:


- f. The balance sheet of the Borrower as of its latest fiscal or calendar year and its income statement for the twelve month period fairly present the financial condition of the Borrower and the results of its operations for such period and since such date, there have been no material adverse changes in such condition or operation. There are no substantial liabilities of the Borrower, direct, contingent and otherwise, not reflected in such balance sheet.
- g. There is no pending or threatened court action or administrative proceedings against the Borrower in any jurisdiction which has not been communicated by the Borrower to the Bank and –which might result in any material adverse change in the business, operations, properties or in the present condition, financial or otherwise, of the Borrower.
- h. All the representations and warranties contained herein shall survive the execution and delivery of this Loan Agreement and drawdowns upon the Loan and the BORROWER’s assurance of the notes until compliance in full with the BORROWER’s obligation under this Loan Agreement and the Notes.

**SECTION IV – AFFIRMATIVE COVENANTS**

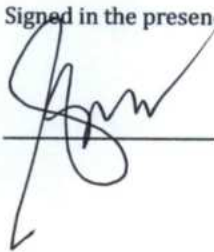
1. The BORROWER covenants and agrees that as long as this Agreement is in effect and until payment in full and performance of all other obligations hereunder, the BORROWER shall perform and/or maintain the following:
  - a. The Borrower shall use the proceeds of the Loan exclusively for the purpose stated in the Loan Agreement.
  - b. The Borrower / Mortgagor shall ensure that improvements up to the extent of the outstanding balance of the Loan net of the valuation of the asset mortgaged and maintain such insurance in force until the Loan shall have been fully paid. The policy or policies shall be endorsed, assigned and delivered by the Borrower to the Bank, together with copies of official receipts evidencing the due payment of the insurance premiums.
  - c. The Borrower / Mortgagor shall promptly pay and discharge all taxes, assessments and governmental charges of whatever nature validity and legally levied upon it or against its properties and business.
  - d. The Borrower shall maintain the mortgaged asset in good condition and shall conduct its business in consonance with good business practices.
  - e. Should the collateral be lost or damaged or shall suffer an appreciable depreciation in value, the Borrower shall furnish the Bank, additional security (ies) acceptable to the Bank of such value as would bring the total value of the Collateral (including such additional security given by the Borrower) to an amount at least equal to the total value of the security support at the time of such loss, damage or depreciation.
  - f. The Borrower shall furnish the Bank with audited financial statements within 90 days after the end of each fiscal year, certified by independent public accountants acceptable to the Bank.
  - g. The Borrower shall furnish the Bank interim financial statements within 60 days after the end of each quarter.
  - h. The Borrower shall submit to the Bank a certificate of non-default thirty (30) business days after the end of each quarter.
  - i. The Borrower shall furnish the Bank such other information as the Bank may reasonably request in writing.
  - j. The Borrower shall shoulder all out-of-pocket expenses related to the Loan.
  - k. The Borrower shall keep proper and adequate books of record and account in accordance with the generally accepted accounting principles and practices, consistently applied, and in compliance with regulations of any governmental regulating body having jurisdiction in the premises, and permit representatives of the Bank to inspect the Borrower’s properties at any reasonable time.

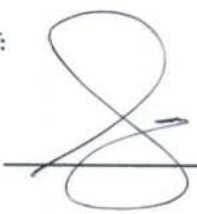
**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.**  
**DBA:PREMIER MEDICAL CENTER ZAMBOANGA**  
**By: (Authorized Signatories)**

  
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Signed in the presence of:

  
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m. Consistent with sound business practice, the BORROWER shall insure with insurance companies acceptable to the Bank all its properties or assets mortgaged with the Bank against such risks as may be approved by the Bank which shall include but not limited to fire, earthquake, losses or damages due to transit and other hazards attendant to the acquisition, transportation, and delivery of such assets to the place of use or installation. For this purpose, any indemnity from said insurance shall be payable in such currency as may be fully usable to replace or repair such goods and in an amount not less than the insurable value of said properties or assets or the outstanding balance of indebtedness incurred hereunder, whichever is lower. The BORROWER shall furnish the Bank copies of the insurance policies and renewals thereof within fifteen (15) days from receipt of the BORROWER without need of prior request by the Bank. Failure on the part of the BORROWER to secure or renew its insurance coverage or pay the premiums due to any reason whatsoever shall compel the Bank to immediately secure such coverages with costs and expenses chargeable against the BORROWER. The policy or policies covering the mortgaged properties shall be endorsed and assigned by the BORROWER as their interests may appear therein so that in the event the risks insured against occur, the Bank shall have the authority to file the claim, follow it up, institute action thereon and collect the proceeds of the said policy or policies. The BORROWER shall provide the Bank with copies of receipts evidencing the due payment of the insurance premiums.

n. The BORROWER shall execute such other documents as from time to time may be required by the Bank, shall furnish all documentary stamps necessary, therefore, shall pay the fees, charges and expenses for the registration of documents connected therewith, shall abide and be bounded by any regulation issued by Bangko Sentral ng Pilipinas and/or Banker's Association of the Philippines restricting the lending operations of the Bank, and upon demand by the Bank, shall give and deliver to the Bank such security (ies) as may be satisfactory and acceptable to the Bank.

**SECTION V – NEGATIVE COVENANTS**

1. The BORROWER covenants and agrees that so long as this Agreement is in effect and until payment in full and performance of all other obligations hereunder, unless the Bank shall otherwise consent in writing which consent shall not be unreasonably withheld, the BORROWER shall not:

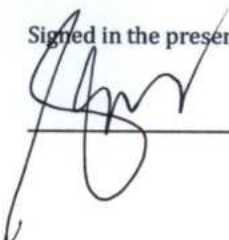
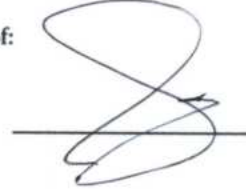
- a. The Borrower shall not effect any merger, consolidation or other material change in its ownership, corporate set-up or management.
- b. The Borrower shall not incur, create, assure or permit to exist any additional indebtedness except in the normal course of business.
- c. The Borrower shall not engage in any business except for business authorized by its Articles of Incorporation.
- d. The Borrower shall not sell, transfer, convey or dispose of any substantial portion of its assets without prior written consent of the Bank.
- e. The Borrower shall not declare or pay any cash dividends or redeem or repurchase any outstanding share or make any capital or asset distribution to its stockholders without prior written consent of the Bank, save by way of stock dividends.
- f. The Borrower shall not declare or pay management bonuses or profit sharing if any of its obligations is not current.
- g. The Borrower shall not voluntarily suspend its business operations or dissolve its affair.
- h. Financial ratios (such as, but not limited to, current ratio), debt equity ratio shall not fall below/exceed specified ratios.

- 1. The **BORROWER** shall at times maintain a current ratio of at least 1x.
- 2. The **BORROWER** shall at all times maintain a D-E ratio no greater than 3x should not be met, debt service cover (EBITDA/CFADS) ratio of not less than 1.25x

**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.**  
**DBA: PREMIER MEDICAL CENTER ZAMBOANGA**  
**By: (Authorized Signatories)**

  
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Signed in the presence of:

  
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- i. The BORROWER commits to promptly notify the Bank of any such event or condition which might materially and adversely affect the carrying on of the BORROWER's business. Likewise, if any event shall have occurred which constitutes an Event of Default (as specified in Section VI hereof), the BORROWER shall immediately notify the Bank of such event, specify the nature thereof, and the action taken or proposed to be taken by the BORROWER with respect thereto. In case on non-default, a certification to that effect shall be submitted by the BORROWER to the Bank together with the financial statements required in Sections IV.

**SECTION VI – EVENTS OF DEFAULT**

1. The Borrower shall be considered in default in case any of the following events shall occur:
  - a. The Borrower fails to pay when due and payable any amount which the Borrower is obliged to pay the Bank under the Loan Agreement and the Notes and/or any other obligation which the Borrower may now or hereafter owe to the Bank or to any other bank or financial institution, whether as principal or as guarantor/surety.
  - b. Any provision, term or condition of the Loan Agreement, particularly, but not limited to the covenants, representations and warranties of the Borrower hereof is violated and/or not complied with and/or is untrue and incorrect in any material respect.
  - c. The Borrower fails to perform or comply with any of the terms and conditions of the Loan Agreement, the Note, the Mortgage, and other pertinent documents.
  - d. The Borrower / Mortgagor voluntarily suspends or ceases operations of its usual business, becomes insolvent, or petitions or applies with any tribunal for the appointment of any receiver, liquidator, or trustee for the Borrower or any substantial part of its assets; or the Borrower commences any proceedings relating thereto; or the appropriate government authorities suspend the operations of the Borrower.
  - e. Any of the concessions, permits, rights, franchises or privileges required for the conduct of the business and operations of the Borrower or by the Loan Agreement shall be revoked, cancelled or otherwise terminated, or the free and continued use and exercise thereof shall be curtailed or prevented, in such manner as to materially and adversely affect the financial condition or operations of the Borrower as determined by the Bank
  - f. A violation of any term or condition of other contract/agreement executed by the Borrower with the Bank or other persons, corporations or entities for the payment of borrowed money which constitutes an event of default; or in general, violation of any contract, law, regulation which results in the acceleration or declaration of the whole obligation to be due and payable prior to the stated normal date of maturity and which violation will, in the opinion of the Bank, adversely and materially affect the performance of the Borrower under the Loan Agreement.
2. EFFECTS. Upon the occurrence of any of the foregoing events of default, (a) the Bank shall have no further obligation to allow any loan drawdown in the event that the loan has not been availed of fully or partially; and/or (b) the Bank may, by written notice given to the BORROWER, declare the outstanding balance of the Loan, including all accrued interests, to be immediately due and payable, and forthwith collect said outstanding balance and accrued interest without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the BORROWER, and shall be paid by the BORROWER at such time and in such manner as the Bank may demand. Should the BORROWER fail to comply with the demand for payment of the outstanding obligation to the Bank, the latter shall have the full power and authority to proceed against the BORROWER and the securities mentioned in Section 1, No. 9 hereof and to take such other steps or actions against the BORROWER, judicial or extra-judicial, as the Bank may deem necessary and proper for the full protection or enforcement of its rights and interests.
3. The BORROWER further agrees to authorize as it does hereby authorize the Bank its successors and assigns to effect the payment of the obligation above-mentioned out of whatever security or securities belonging to said BORROWER which may be in the possession in the Bank, its branches or any of its subsidiaries/affiliates in case of default in payment or failure to comply with any of the conditions of the Agreement.

**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.**  
**DBA:PREMIER MEDICAL CENTER ZAMBOANGA**  
 By: (Authorized Signatories)


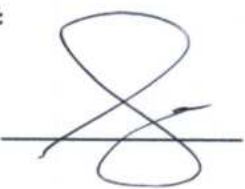
Signed in the presence of:

1. PLACE AND TIME OF PAYMENT. (a) All sums payable to the Bank hereunder or under any document contemplated hereby shall be paid in Philippine currency, drawn on acceptable banks, at the principal office of the Bank, or at any place mutually acceptable to the BORROWER and the applied first against costs, expenses and indemnities due hereunder; then against fees due to the Bank, then against default interest, if any; then against interest due on the Loan; and then against the Loan due and payable.
  
2. PAYMENT. All payments of account of the Loan, whether of principal, interest, charges or otherwise, shall be paid to the Bank in full, free and clear of any deduction and withholding for any and all present and future taxes, levies, import duties, fees or any other charges of any nature or kind imposed by the Republic of the Philippines or any political subdivision or agency thereof or any taxing authority therein. In the event that the BORROWER is prohibited by law to make payments hereunder free from any deduction or withholding, then the BORROWER shall pay such additional amount to the Bank as may be necessary to ensure that the actual amount is received as if such deduction or withholding were not required.
  
3. EXPENSES AND TAXES. All reasonable expenses, fees and other charges which may be incurred in connection with the Loan Documents, shall be for the account of the BORROWER. In addition, the BORROWER shall pay or reimburse the Bank for any and all taxes and charges other than income taxes of the Republic of the Philippines or any subdivision or taxing authority thereof on the overall income of the Bank, which may be payable or determined to be payable in connection with the execution, delivery, transfer, performance or enforcement of the Loan Documents and the BORROWER shall indemnify and hold the Bank harmless from any such taxes or charges.  
  
Bank is hereby allowed to deduct from the proceeds of the availment of the Loan such expenses, charges, and taxes as it may be determined to be payable at the time thereof, without prejudice to the BORROWER's liability on those that may accrue or which may be incurred or imposed while the Loan remains outstanding.
  
4. WAIVER: CUMULATIVE RIGHTS. The failure or delay of the Bank to require performance by the BORROWER of any provision of this Agreement, the Notes and the related documents required hereunder shall not affect their rights to require performance of such provision unless and until such performance has been waived by the Bank in writing. Each and every right granted to the Bank hereunder or under any other document or instrument relative hereto or in connection herewith shall be cumulative.
  
5. SUBSTITUTION OF PARTIES. This Agreement, the Note and all other documents related to the Loan shall be binding upon and inure to the benefit of the parties and their respective corporate successors and assigns; provided that, the BORROWER shall not assign its obligations under this Agreement and the Note without prior written consent of the Bank.
  
6. OUT-OF-POCKET EXPENSES. All reasonable expenses, fees and charges which may be incurred or delivered in connection with this Agreement, the Notes, the Real Estate Mortgage and other related documents shall be for the account of the BORROWER.
  
7. COLLATERAL BUSINESS. The Borrower undertakes to channel through the Bank substantial collateral business.
  
8. ACCOUNT BALANCES. The BORROWER shall, for the duration of this Agreement, maintain with the Bank current and/or savings deposits accounts.
  
9. NOTICES. Any notice or other communication required or permitted to be given hereunder shall be delivered in writing to the party to which it is to be given at its address set forth above, or at such other address as may be subsequently notified by such party.

**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.**  
**DBA: PREMIER MEDICAL CENTER ZAMBOANGA**  
 By: (Authorized Signatories)

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Signed in the presence of:

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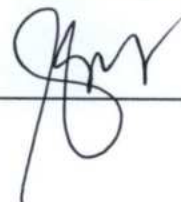



10. **LIQUIDATION DAMAGES.** Upon the occurrence of any event of default as herein before defined, the unconditionally to pay liquidated damages in an amount equivalent to thirty-six (36%) per annum of the total amount, principal and interest, which may be due from the BORROWER as of the date of its receipt of the written notice from the Bank.
11. **ATTORNEY'S FEES.** In the Event the Bank shall engage the services of counsel in the enforcement of its rights or remedies by reason or on account of this Agreement, the Bank shall be entitled to attorney's fees in the amount equivalent to 10% of the sum of recovered but in no case less than P10,000 exclusive of expenses, and costs of suit.
12. **SEPARABILITY.** If any one or more of the provisions contained in this Agreement shall be invalid, illegal, unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.
13. **AMENDMENT.** This Agreement may be amended only by an instrument in writing signed by the duly authorized parties to be bound or burdened by such amendments.
14. **ASSIGNMENT.** This AGREEMENT shall be binding upon and shall be enforceable by the **BORROWER** and the **BANK** and their respective successors and assigns, except that the **BORROWER** shall have no right to assign or transfer its rights or obligations hereunder and thereunder. An assignment by the **BANK** of all or a part of its rights and obligations to any of its subsidiaries, affiliates, trust accounts or other Persons shall take effect upon receipt by the BORROWER of a written notice thereof. Upon any transfer, assignment, securitization or sub-participation by the BANK, the transferee, assignee, or sub-participant shall be entitled, to the extent of the interest transferred, to the benefit of the indemnities, tax reimbursements, and other similar rights of the **BANK** pursuant to the provisions of this **AGREEMENT** as fully as if a party hereto. The acts of the **BANK** or the failure of the **BANK** to act hereunder shall in all circumstances be conclusive and binding on any transferee, assignee or sub-participant of such **BANK's** interest hereunder.
15. **DISCLOSURE OF INFORMATION.** The **BANK** may furnish information in its possession concerning the BORROWER (it being understood that the persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential): (i) to its employees, officers, directors, advisers and consultants selected by it, as well as to the **BANK's** affiliates, subsidiaries, advisers and consultants selected by them and their respective managers, administrators, trustees, partners, directors, officers, employees and advisors to the extent necessary for the performance of this **AGREEMENT**; (ii) to the extent required by any regulatory authority and/or by applicable laws or regulations or any legal process; or (iii) actual or prospective party (or its managers, administrators, trustees, partners, directors, officers, employees, agents and advisors, directly or indirectly, to any swap, derivative, or other transaction under which payments are to be made by reference to the **BORROWER** and its obligations, this **AGREEMENT** or payments hereunder; or (v) to a credit information bureau as may be required from the banking industry.
16. **WAIVER OF CONFIDENTIALITY** Pursuant to Circular No. 472-2005 of the Bangko Sentral ng Pilipinas as implemented by Revenue Regulation No. 4-2005 of the BIR, confidentiality of client information is waived and the Lender is authorized to conduct random verification with duly authorized representatives of the BIR in order to establish authenticity of the income tax returns and accompanying financial statements submitted by the Borrower. Should the document(s) submitted prove to be spurious or incorrect in any material detail, the Lenders may terminate the Loan and shall have the right to demand immediate repayment or liquidation of the obligation. Moreover, the Lender may seek redress from the court for any harm done by the Borrower's submission of spurious documents.

**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.**  
**DBA:PREMIER MEDICAL CENTER ZAMBOANGA**  
**By: (Authorized Signatories)**

  
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Signed in the presence of:

  
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TERM LOAN AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT, made and entered at Zamboanga City, Philippines, this \_\_\_\_\_ by and between: ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC. DBA : PREMIER MEDICAL CENTER ZAMBOANGA, a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal address of business at DON ALFARO STREET, TETUAN, ZAMBOANGA CITY. (collectively referred to as the "BORROWER").

-and-

BANK OF THE PHILIPPINE ISLANDS, a commercial bank with expanded commercial banking authority created under the laws of the Republic of the Philippines with principal office and place of business at Ayala Triangle Gardens Tower 2 Paseo de Roxas cor Makati Ave., Salcedo Village, Bel-Air 1226 City of Makati, (hereunder referred to as the "BANK").

WITNESSETH: That -

WHEREAS, the BORROWER has applied with the BANK for the LONG TERM LOAN 05 of PESOS: SIXTY MILLION PESOS ONLY (P 60,000,000.00), proceeds of which shall be used by the BORROWER to partially finance the purchase of various hospital machineries and equipments.

WHEREAS, the BANK, has granted the said application upon and subject to the terms and conditions of this Loan Agreement (the "Agreement") hereinafter set forth, all of which are acceptable to the BORROWER;

WHEREAS, the BORROWER/s submitted to the BANK financial statements, plans and project studies to induce the latter to act favorably on its application and the BORROWER/s has/have assured the BANK that the said statements, plans and project studies are what they purport to be in all respects;

WHEREAS, the foregoing representations constitute material considerations for the BANK to enter unto this AGREEMENT and in giving due course to the BORROWER's/BORROWERS' aforesaid application;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the covenants and stipulations hereinafter contained, which are made an integral part hereof, the PARTIES hereto have agreed, and do hereby agree as follows:

SECTION I - LOAN AND SECURITY

- 1. THE LOAN. The BANK hereby grants a loan (the "Loan") to the BORROWER which the latter agrees to avail, in the aggregate principal amount of PESOS: : SIXTY MILLION PESOS ONLY (P 60,000,000.00), Philippine Currency;
2. PURPOSE. The BORROWER shall use the Loan to partially finance the purchase of vairous hospital chaineries and equipment.
3. TERM. The Loan shall be for a period of Ten (10) years with 2-years grace period from the drawdown date or as otherwise stated in the Promissory Note(s). In further reference, day/business shall mean a day on which commercial banks and financial institutions are open for business in Metro Manila, days shall mean calendar days and quarter shall mean three (3) calendar months.
4. INTEREST RATE. The Loan shall bear interest at prevailing market rates or payable monthly and repriceable monthly/quarterly or with one time option for fixed rate upon initial drawdown for 3Y/5Y/7Y; as may be provided for in the Promissory Note(s) or other related documents or instruments executed in relation thereto or to this AGREEMENT, payable monthly and reviewable quarterly in arrears.

ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC. DBA:PREMIER MEDICAL CENTER ZAMBOANGA By: (Authorized Signatories)

Handwritten signatures of the borrower's authorized signatories on a line.

Signed in the presence of: Handwritten signatures of witnesses on a line.

Handwritten initials or signature at the bottom right of the page.

- a. Interest charges shall be computed on the basis of the actual number of days between the drawdown date and the interest payment date based on a year of 365 days and shall be payable quarterly in arrears. The applicable Interest Rate shall be that rate quoted on drawdown date and on the first day of each and every quarter thereafter. It is further agreed that the interest rate on the Loan shall be subject to upward or downward adjustment if during the term of the loan or in any renewal or extension of the Loan any law, circular, rule or regulation is enacted, issued or promulgated which has the effect of increasing or decreasing the Bank's cost of funds or intermediation cost such as but not limited to interest rate on deposits, reserve requirements, taxes or salaries and wages. The upward or downward adjustment of the interest rate on the loan shall be effective and binding on the BORROWER on the date specified in the written notice from the Bank. Should the BORROWER disagree to the adjustment of the interest rate, the BORROWER shall have the right to prepay subject to penalty at a flat rate of 2.0% based on the amount prepaid, the loan and all the amounts due thereon. In the event that the BORROWER does not prepay the Loan and all the amounts due thereon within thirty (30) days from receipt of the notice from the Bank, the BORROWER shall be deemed to have agreed to the interest adjustment.
- b. In the event the BORROWER fails to pay when due any amount of principal or interest that the BORROWER is obliged to pay under this Agreement and the Note(s), the BORROWER shall pay to the Bank upon demand, and in addition to principal and interests due, default interest at the rate stipulated on the Promissory Note(s) based on any amount due and unpaid computed from and including the date said amount/s became due.

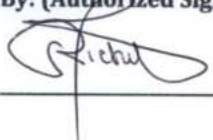




5. **REPAYMENT.** Subject to the terms and conditions of this Agreement, the Loan shall be paid by the BORROWER in equal monthly principal installments computed on the escalating percentages annually based on the outstanding balance to commence on the 30<sup>th</sup> day after the 2-year grace period plus interest.

Year	% for Principal Installments	Total Installments (per year)	Principal	Monthly Principal Installments
1	Grace Period	-	-	-
2	Grace Period	-	-	-
3	7.50%	4,500,000.00		375,000.00
4	9.00%	5,400,000.00		450,000.00
5	10.50%	6,300,000.00		525,000.00
6	12.00%	7,200,000.00		600,000.00
7	13.75%	8,250,000.00		687,500.00
8	15.75%	9,450,000.00		787,500.00
9	15.75%	9,450,000.00		787,500.00
10	15.75%	9,450,000.00		787,500.00

- 6. **PROMISSORY NOTES.** The Loan shall be evidenced by Promissory Note(s) (the "Notes") executed by the BORROWER. The Note shall be dated on drawdown date and shall contain a schedule of payment of the principal and interest on the Loan based on the provisions of sub-section 4 and 5 above, and once executed shall be complemented by the terms and conditions of this Agreement.
- 7. **SCHEDULE OF DRAWDOWNS.** The Loan may be availed of by the BORROWER via staggered release on a per equipment/machineries to finance. Drawdown per equipment and maturity date of each drawdown will coincide with the maturity date of the initial availment. Subject to submission of purchase orders/quotations up to 70% LV.
- 8. **PRE-PAYMENTS.** Any pre-payment, partial or full, shall be allowed subject to penalty at a flat rate of 3.0% based on the amount prepaid.
- 9. **SECURITY.** 1. CHM on various hospital equipment/machineries and 2. Registered and unregistered and unnotarized Real Estate Mortgage on property/ies covered by Transfer Certificates of Title Nos. T-129-2016003091 , T-129-2016003090 , T-129-2016003097 , T-129-2016003089 , T-129-2020000224 , T-129-2020000271 , T-129-2020000225 registered under ALLIED CARE EXPERT (ACE) MEDICAL CENTER – Zamboanga City Inc..

ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.  
 DBA:PREMIER MEDICAL CENTER ZAMBOANGA  
 By: (Authorized Signatories)

Signed in the presence of:

10. PAYMENTS. All payments due on the Loan shall be made at the counters of the Bank without need of prior written notice to the BORROWER, on or before the designated cut off time of the Bank.

**SECTION II – CONDITIONS OF LOAN DRAWDOWN**

1. The obligation of the Bank to release the Loan is subject to the following conditions precedent:

That the bank shall have received from the BORROWER the following in form and substance satisfactory to them:

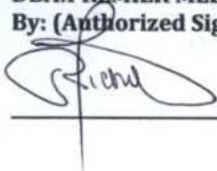
- a. The Note(s);
- b. The Articles of Incorporation and By-Laws of the BORROWER, certified under oath as up-to-date, complete, true and correct by the Corporate Secretary of the BORROWER.
- c. All authenticated corporate resolutions and authorizations to make this Agreement, the Note, the Security Agreement and all documents or instruments related thereto (collectively the "Loan Documents") valid and binding on the BORROWER and/or any other party executing such documents or instruments.
- d. A signed and notarized copy of a certificate of the corporate secretary of the BORROWER and/or the executing parties certifying to the name(s) and specimen signature(s) of its officer(s) authorized to sign this Agreement, the Note(s), the Security Agreement and such other documents or instruments related to this Agreement.
- e. Such other approvals, certificates or other documents which the Bank may deem necessary or which it may reasonably request from the BORROWER.
- f. All the representations and warranties of the BORROWER under this Agreement are true and correct in all material respects.
- g. No event which, with the giving of notice or lapse of time or both, would give rise to an event of default provided for in Section VI of this Agreement, shall have occurred and is continuing with respect to the BORROWER.


**SECTION III – REPRESENTATIONS AND WARRANTIES**

1. The BORROWER represents and warrants that:

- a. It is a corporation duly organized and validly existing in good standing under the laws of the Philippines and has all the corporate powers and authority to own its present properties and carry on its business as now being conducted.
- b. It has full power, authority and legal right to execute, deliver and comply with the terms and conditions of the Loan Agreement, the Note, the Mortgage and all other related documents.
- c. The execution and delivery by the Borrower of the Loan Agreement, the Note and the Mortgage and its compliance with therewith have been duly and validity authorized under its Articles of Incorporation and By-Laws and will not violate, be in conflict with or constitute breach of default under any agreement or instrument binding upon the Borrower.
- d. All corporate actions necessary to validate or enforce the execution and delivery by the Borrower of the Loan Agreement, the Note and the Mortgage and its compliance therein
- e. have been duly taken and the Loan Agreement, the Note and the Mortgage, once executed shall constitute a valid, binding and direct obligation/s of the Borrower.

**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.**  
**DBA:PREMIER MEDICAL CENTER ZAMBOANGA**  
**By: (Authorized Signatories)**

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Signed in the presence of:

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- f. The balance sheet of the Borrower as of its latest fiscal or calendar year and its income statement for the twelve month period fairly present the financial condition of the Borrower and the results of its operations for such period and since such date, there have been no material adverse changes in such condition or operation. There are no substantial liabilities of the Borrower, direct, contingent and otherwise, not reflected in such balance sheet.
- g. There is no pending or threatened court action or administrative proceedings against the Borrower in any jurisdiction which has not been communicated by the Borrower to the Bank and –which might result in any material adverse change in the business, operations, properties or in the present condition, financial or otherwise, of the Borrower.
- h. All the representations and warranties contained herein shall survive the execution and delivery of this Loan Agreement and drawdowns upon the Loan and the BORROWER’s assurance of the notes until compliance in full with the BORROWER’s obligation under this Loan Agreement and the Notes.

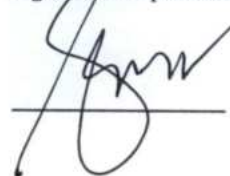
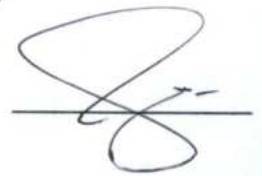
**SECTION IV – AFFIRMATIVE COVENANTS**

- 1. The BORROWER covenants and agrees that as long as this Agreement is in effect and until payment in full and performance of all other obligations hereunder, the BORROWER shall perform and/or maintain the following:
  - a. The Borrower shall use the proceeds of the Loan exclusively for the purpose stated in the Loan Agreement.
  - b. The Borrower / Mortgagor shall ensure that improvements up to the extent of the outstanding balance of the Loan net of the valuation of the asset mortgaged and maintain such insurance in force until the Loan shall have been fully paid. The policy or policies shall be endorsed, assigned and delivered by the Borrower to the Bank, together with copies of official receipts evidencing the due payment of the insurance premiums.
  - c. The Borrower / Mortgagor shall promptly pay and discharge all taxes, assessments and governmental charges of whatever nature validity and legally levied upon it or against its properties and business.
  - d. The Borrower shall maintain the mortgaged asset in good condition and shall conduct its business in consonance with good business practices.
  - e. Should the collateral be lost or damaged or shall suffer an appreciable depreciation in value, the Borrower shall furnish the Bank, additional security (ies) acceptable to the Bank of such value as would bring the total value of the Collateral (including such additional security given by the Borrower) to an amount at least equal to the total value of the security support at the time of such loss, damage or depreciation.
  - f. The Borrower shall furnish the Bank with audited financial statements within 90 days after the end of each fiscal year, certified by independent public accountants acceptable to the Bank.
  - g. The Borrower shall furnish the Bank interim financial statements within 60 days after the end of each quarter.
  - h. The Borrower shall submit to the Bank a certificate of non-default thirty (30) business days after the end of each quarter.
  - i. The Borrower shall furnish the Bank such other information as the Bank may reasonably request in writing.
  - j. The Borrower shall shoulder all out-of-pocket expenses related to the Loan.
  - k. The Borrower shall keep proper and adequate books of record and account in accordance with the generally accepted accounting principles and practices, consistently applied, and in compliance with regulations of any governmental regulating body having jurisdiction in the premises, and permit representatives of the Bank to inspect the Borrower’s properties at any reasonable time.

**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.**  
**DBA:PREMIER MEDICAL CENTER ZAMBOANGA**  
**By: (Authorized Signatories)**

Signed in the presence of:





- l. Consistent with sound business practice, the BORROWER shall insure with insurance companies acceptable to the Bank all its properties or assets mortgaged with the Bank against such risks as may be approved by the Bank which shall include but not limited to fire, earthquake, losses or damages due to transit and other hazards attendant to the acquisition, transportation, and delivery of such assets to the place of use or installation. For this purpose, any indemnity from said insurance shall be payable in such currency as may be fully usable to replace or repair such goods and in an amount not less than the insurable value of said properties or assets or the outstanding balance of indebtedness incurred hereunder, whichever is lower. The BORROWER shall furnish the Bank copies of the insurance policies and renewals thereof within fifteen (15) days from receipt of the BORROWER without need of prior request by the Bank. Failure on the part of the BORROWER to secure or renew its insurance coverage or pay the premiums due to any reason whatsoever shall compel the Bank to immediately secure such coverages with costs and expenses chargeable against the BORROWER. The policy or policies covering the mortgaged properties shall be endorsed and assigned by the BORROWER as their interests may appear therein so that in the event the risks insured against occur, the Bank shall have the authority to file the claim, follow it up, institute action thereon and collect the proceeds of the said policy or policies. The BORROWER shall provide the Bank with copies of receipts evidencing the due payment of the insurance premiums.
  
- m. The BORROWER shall execute such other documents as from time to time may be required by the Bank, shall furnish all documentary stamps necessary, therefore, shall pay the fees, charges and expenses for the registration of documents connected therewith, shall abide and be bounded by any regulation issued by Bangko Sentral ng Pilipinas and/or Banker's Association of the Philippines restricting the lending operations of the Bank, and upon demand by the Bank, shall give and deliver to the Bank such security (ies) as may be satisfactory and acceptable to the Bank.

**SECTION V – NEGATIVE COVENANTS**

- 1. The BORROWER covenants and agrees that so long as this Agreement is in effect and until payment in full and performance of all other obligations hereunder, unless the Bank shall otherwise consent in writing which consent shall not be unreasonably withheld, the BORROWER shall not:
  - a. The Borrower shall not effect any merger, consolidation or other material change in its ownership, corporate set-up or management.
  - b. The Borrower shall not incur, create, assure or permit to exist any additional indebtedness except in the normal course of business.
  - c. The Borrower shall not engage in any business except for business authorized by its Articles of Incorporation.
  - d. The Borrower shall not sell, transfer, convey or dispose of any substantial portion of its assets without prior written consent of the Bank.
  - e. The Borrower shall not declare or pay any cash dividends or redeem or repurchase any outstanding share or make any capital or asset distribution to its stockholders without prior written consent of the Bank, save by way of stock dividends.
  - f. The Borrower shall not declare or pay management bonuses or profit sharing if any of its obligations is not current.
  - g. The Borrower shall not voluntarily suspend its business operations or dissolve its affair.
  - h. Financial ratios (such as, but not limited to, current ratio), debt equity ratio shall not fall below/exceed specified ratios.
    - 1. The **BORROWER** shall at times maintain a current ratio of at least 1x.
    - 2. The **BORROWER** shall at all times maintain a D-E ratio no greater than 3x should not be met, debt service cover (EBITDA/CFADS) ratio of not less than 1.25x

**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.**  
**DBA:PREMIER MEDICAL CENTER ZAMBOANGA**  
**By: (Authorized Signatories)**

Signed in the presence of:



- i. The BORROWER commits to promptly notify the Bank of any such event or condition which might materially and adversely affect the carrying on of the BORROWER's business. Likewise, if any event shall have occurred which constitutes an Event of Default (as specified in Section VI hereof), the BORROWER shall immediately notify the Bank of such event, specify the nature thereof, and the action taken or proposed to be taken by the BORROWER with respect thereto. In case on non-default, a certification to that effect shall be submitted by the BORROWER to the Bank together with the financial statements required in Sections IV.

**SECTION VI – EVENTS OF DEFAULT**

1. The Borrower shall be considered in default in case any of the following events shall occur:
  - a. The Borrower fails to pay when due and payable any amount which the Borrower is obliged to pay the Bank under the Loan Agreement and the Notes and/or any other obligation which the Borrower may now or hereafter owe to the Bank or to any other bank or financial institution, whether as principal or as guarantor/surety.
  - b. Any provision, term or condition of the Loan Agreement, particularly, but not limited to the covenants, representations and warranties of the Borrower hereof is violated and/or not complied with and/or is untrue and incorrect in any material respect.
  - c. The Borrower fails to perform or comply with any of the terms and conditions of the Loan Agreement, the Note, the Mortgage, and other pertinent documents.
  - d. The Borrower / Mortgagor voluntarily suspends or ceases operations of its usual business, becomes insolvent, or petitions or applies with any tribunal for the appointment of any receiver, liquidator, or trustee for the Borrower or any substantial part of its assets; or the Borrower commences any proceedings relating thereto; or the appropriate government authorities suspend the operations of the Borrower.
  - e. Any of the concessions, permits, rights, franchises or privileges required for the conduct of the business and operations of the Borrower or by the Loan Agreement shall be revoked, cancelled or otherwise terminated, or the free and continued use and exercise thereof shall be curtailed or prevented, in such manner as to materially and adversely affect the financial condition or operations of the Borrower as determined by the Bank
  - f. A violation of any term or condition of other contract/agreement executed by the Borrower with the Bank or other persons, corporations or entities for the payment of borrowed money which constitutes an event of default; or in general, violation of any contract, law, regulation which results in the acceleration or declaration of the whole obligation to be due and payable prior to the stated normal date of maturity and which violation will, in the opinion of the Bank, adversely and materially affect the performance of the Borrower under the Loan Agreement.
2. **EFFECTS.** Upon the occurrence of any of the foregoing events of default, (a) the Bank shall have no further obligation to allow any loan drawdown in the event that the loan has not been availed of fully or partially; and/or (b) the Bank may, by written notice given to the BORROWER, declare the outstanding balance of the Loan, including all accrued interests, to be immediately due and payable, and forthwith collect said outstanding balance and accrued interest without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived by the BORROWER, and shall be paid by the BORROWER at such time and in such manner as the Bank may demand. Should the BORROWER fail to comply with the demand for payment of the outstanding obligation to the Bank, the latter shall have the full power and authority to proceed against the BORROWER and the securities mentioned in Section 1, No. 9 hereof and to take such other steps or actions against the BORROWER, judicial or extra-judicial, as the Bank may deem necessary and proper for the full protection or enforcement of its rights and interests.
3. The BORROWER further agrees to authorize as it does hereby authorize the Bank its successors and assigns to effect the payment of the obligation above-mentioned out of whatever security or securities belonging to said BORROWER which may be in the possession in the Bank, its branches or any of its subsidiaries/affiliates in case of default in payment or failure to comply with any of the conditions of the Agreement.

**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.**  
**DBA: PREMIER MEDICAL CENTER ZAMBOANGA**  
**By: (Authorized Signatories)**

Signed in the presence of:

SECTION VII – MISCELLANEOUS PROVISIONS

1. PLACE AND TIME OF PAYMENT. (a) All sums payable to the Bank hereunder or under any document contemplated hereby shall be paid in Philippine currency, drawn on acceptable banks, at the principal office of the Bank, or at any place mutually acceptable to the BORROWER and the applied first against costs, expenses and indemnities due hereunder; then against fees due to the Bank, then against default interest, if any; then against interest due on the Loan; and then against the Loan due and payable.
2. PAYMENT. All payments of account of the Loan, whether of principal, interest, charges or otherwise, shall be paid to the Bank in full, free and clear of any deduction and withholding for any and all present and future taxes, levies, import duties, fees or any other charges of any nature or kind imposed by the Republic of the Philippines or any political subdivision or agency thereof or any taxing authority therein. In the event that the BORROWER is prohibited by law to make payments hereunder free from any deduction or withholding, then the BORROWER shall pay such additional amount to the Bank as may be necessary to ensure that the actual amount is received as if such deduction or withholding were not required.
3. EXPENSES AND TAXES. All reasonable expenses, fees and other charges which may be incurred in connection with the Loan Documents, shall be for the account of the BORROWER. In addition, the BORROWER shall pay or reimburse the Bank for any and all taxes and charges other than income taxes of the Republic of the Philippines or any subdivision or taxing authority thereof on the overall income of the Bank, which may be payable or determined to be payable in connection with the execution, delivery, transfer, performance or enforcement of the Loan Documents and the BORROWER shall indemnify and hold the Bank harmless from any such taxes or charges.

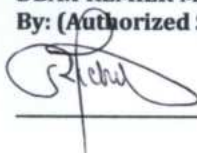
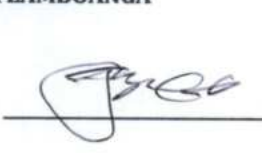
Bank is hereby allowed to deduct from the proceeds of the avilment of the Loan such expenses, charges, and taxes as it may be determined to be payable at the time thereof, without prejudice to the BORROWER's liability on those that may accrue or which may be incurred or imposed while the Loan remains outstanding.

4. WAIVER: CUMULATIVE RIGHTS. The failure or delay of the Bank to require performance by the BORROWER of any provision of this Agreement, the Notes and the related documents required hereunder shall not affect their rights to require performance of such provision unless and until such performance has been waived by the Bank in writing. Each and every right granted to the Bank hereunder or under any other document or instrument relative hereto or in connection herewith shall be cumulative.
5. SUBSTITUTION OF PARTIES. This Agreement, the Note and all other documents related to the Loan shall be binding upon and inure to the benefit of the parties and their respective corporate successors and assigns; provided that, the BORROWER shall not assign its obligations under this Agreement and the Note without prior written consent of the Bank.
6. OUT-OF-POCKET EXPENSES. All reasonable expenses, fees and charges which may be incurred or delivered in connection with this Agreement, the Notes, the Real Estate Mortgage and other related documents shall be for the account of the BORROWER.
7. COLLATERAL BUSINESS. The Borrower undertakes to channel through the Bank substantial collateral business.
8. ACCOUNT BALANCES. The BORROWER shall, for the duration of this Agreement, maintain with the Bank current and/or savings deposits accounts.
9. NOTICES. Any notice or other communication required or permitted to be given hereunder shall be delivered in writing to the party to which it is to be given at its address set forth above, or at such other address as may be subsequently notified by such party.

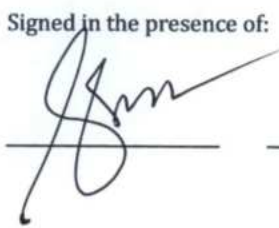

ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.

DBA: PREMIER MEDICAL CENTER ZAMBOANGA

By: (Authorized Signatories)

Signed in the presence of:

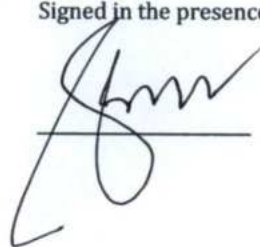
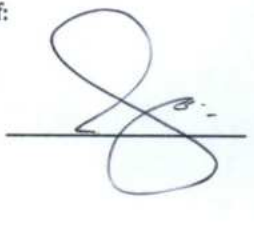


10. **LIQUIDATION DAMAGES.** Upon the occurrence of any event of default as herein before defined, the unconditionally to pay liquidated damages in an amount equivalent to thirty-six (36%) per annum of the total amount, principal and interest, which may be due from the BORROWER as of the date of its receipt of the written notice from the Bank.
11. **ATTORNEY'S FEES.** In the Event the Bank shall engage the services of counsel in the enforcement of its rights or remedies by reason or on account of this Agreement, the Bank shall be entitled to attorney's fees in the amount equivalent to 10% of the sum of recovered but in no case less than P10,000 exclusive of expenses, and costs of suit.
12. **SEPARABILITY.** If any one or more of the provisions contained in this Agreement shall be invalid, illegal, unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.
13. **AMENDMENT.** This Agreement may be amended only by an instrument in writing signed by the duly authorized parties to be bound or burdened by such amendments.
14. **ASSIGNMENT.** This AGREEMENT shall be binding upon and shall be enforceable by the **BORROWER** and the **BANK** and their respective successors and assigns, except that the **BORROWER** shall have no right to assign or transfer its rights or obligations hereunder and thereunder. An assignment by the **BANK** of all or a part of its rights and obligations to any of its subsidiaries, affiliates, trust accounts or other Persons shall take effect upon receipt by the BORROWER of a written notice thereof. Upon any transfer, assignment, securitization or sub-participation by the BANK, the transferee, assignee, or sub-participant shall be entitled, to the extent of the interest transferred, to the benefit of the indemnities, tax reimbursements, and other similar rights of the **BANK** pursuant to the provisions of this **AGREEMENT** as fully as if a party hereto. The acts of the **BANK** or the failure of the **BANK** to act hereunder shall in all circumstances be conclusive and binding on any transferee, assignee or sub-participant of such **BANK's** interest hereunder.
15. **DISCLOSURE OF INFORMATION.** The **BANK** may furnish information in its possession concerning the BORROWER (it being understood that the persons to whom such disclosure is made will be informed of the confidential nature of such information and instructed to keep such information confidential): (i) to its employees, officers, directors, advisers and consultants selected by it, as well as to the **BANK's** affiliates, subsidiaries, advisers and consultants selected by them and their respective managers, administrators, trustees, partners, directors, officers, employees and advisors to the extent necessary for the performance of this **AGREEMENT**; (ii) to the extent required by any regulatory authority and/or by applicable laws or regulations or any legal process; or (iii) actual or prospective party (or its managers, administrators, trustees, partners, directors, officers, employees, agents and advisors, directly or indirectly, to any swap, derivative, or other transaction under which payments are to be made by reference to the **BORROWER** and its obligations, this **AGREEMENT** or payments hereunder; or (v) to a credit information bureau as may be required from the banking industry.
16. **WAIVER OF CONFIDENTIALITY** Pursuant to Circular No. 472-2005 of the Bangko Sentral ng Pilipinas as implemented by Revenue Regulation No. 4-2005 of the BIR, confidentiality of client information is waived and the Lender is authorized to conduct random verification with duly authorized representatives of the BIR in order to establish authenticity of the income tax returns and accompanying financial statements submitted by the Borrower. Should the document(s) submitted prove to be spurious or incorrect in any material detail, the Lenders may terminate the Loan and shall have the right to demand immediate repayment or liquidation of the obligation. Moreover, the Lender may seek redress from the court for any harm done by the Borrower's submission of spurious documents.

**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.**  
**DBA:PREMIER MEDICAL CENTER ZAMBOANGA**  
**By: (Authorized Signatories)**

Signed in the presence of:







**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER – ZAMBOANGA CITY, INC.**  
**DBA: PREMIER MEDICAL CENTER ZAMBOANGA (PMCZ)**  
 Zamboanga City

Gentlemen:

We are pleased to inform you that Management has approved your application for credit facilities/lines subject to the following terms and conditions:

**GRANT:**

**FULLY-SECURED LONG TERM LOAN 01 (LTL 01)**

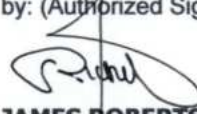
- Limit - P422,387,000.00
- Purpose - To loan take out outstanding balance with Development Bank of the Philippines (DBP)
- Availability - Via PNs up to 10-year term with 2 years grace period; One time release via manager's check payable to Development Bank of the Philippines (DBP).
- Repayment - With equal monthly principal installments computed on the escalating percentages annually based on the outstanding balance to commence on the 30<sup>th</sup> day after the 2-year grace period.


YEAR	% for Principal Installments	Total Pincipal Installments (per year)	Monthly Principal Installments
1	Grace Period	-	-
2	Grace Period	-	-
3	7.50%	31,679,025.00	2,639,918.75
4	9.00%	38,014,830.00	3,167,902.50
5	10.50%	44,350,635.00	3,695,886.25
6	12.00%	50,686,440.00	4,223,870.00
7	13.75%	58,078,212.52	4,839,851.04
8	15.75%	66,525,952.50	5,543,829.38
9	15.75%	66,525,952.50	5,543,829.38
10	15.75%	66,525,952.50	5,543,829.38

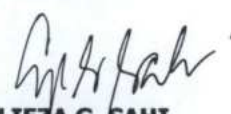
- Interest - Prevailing market rate payable monthly and repriceable monthly/quarterly or with a one time option for fixed rate upon initial drawdown for 3Y/5Y and 7Y on applicable market/floor lending rates.
- Security - Registered REM of P577.5M on properties located at Don Alfaro St., Tetuan, Zamboanga City T-129-2016003091 / 129-2016003090 / 129-2016003097 / 129-2020000224 / 129-2020000271 and 129-2020000225 registered under Allied Care Experts (ACE) Medical Center – Zamboanga City, Inc.
- Others
  1. Subject to Standard Loan Take Out
  2. Current ratio of not less than 1x or Debt-equity ratio of not more than 3x. Should this will not be met, Debt service cover (EDITDA/CFADS) ratio of not less than 1.25x
- Expiry - Ten (10) years from implementation / availment date

**CONFORME:**

**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER – ZAMBOANGA CITY, INC.**  
**DBA: PREMIER MEDICAL CENTER ZAMBOANGA (PMCZ).** (as borrower and mortgagor)  
 by: (Authorized Signatories)

  
**JAMES ROBERTSON C. PICHEL**  
 President

  
**GIOVANNI PAOLO C. GIMENA**  
 Corporate Secretary

  
**LIEZA G. SAHI**  
 CFO

  
 Page 1 of 6

**PARTIALLY-SECURED LONG TERM LOAN 02 (LTL 02)**

- Limit - P284,529,000.00
- Purpose - To loan take out outstanding loan with Development Bank of the Philippines (DBP)
- Availability - Via PNs up to 10-year term with 2 years grace period; One time release via manager's check payable to Development Bank of the Philippines (DBP).
- Repayment - With equal monthly principal installments computed on the escalating percentages annually based on the outstanding balance to commence on the 30<sup>th</sup> day after the 2-year grace period.

YEAR	% for Principal Installments	Total Pincipal Installments (per year)	Monthly Principal Installments
1	Grace Period	-	-
2	Grace Period	-	-
3	7.50%	21,339,675.00	1,778,306.25
4	9.00%	25,607,610.00	2,133,967.50
5	10.50%	29,875,545.00	2,489,628.75
6	12.00%	34,143,480.00	2,845,290.00
7	13.75%	39,122,737.51	3,260,228.13
8	15.75%	44,813,317.50	3,734,443.13
9	15.75%	44,813,317.50	3,734,443.13
10	15.75%	44,813,317.50	3,734,443.13

- Interest - Prevailing market rate payable monthly and repriceable monthly/quarterly or with a one time option for fixed rate upon initial drawdown for 3Y/5Y and 7Y on applicable market/floor lending rates.
- Security - Registered REM of P577.5M on properties located at Don Alfaro St., Tetuan, Zamboanga City T-129-2016003091 / 129-2016003090 / 129-2016003097 / 129-2020000224 / 129-2020000271 and 129-2020000225 registered under Allied Care Experts (ACE) Medical Center – Zamboanga City, Inc.
- Others
  1. Subject to Standard Loan Take Out
  2. Current ratio of not less than 1x or Debt-equity ratio of not more than 3x. Should this will not be met, Debt service cover (EDITDA/CFADS) ratio of not less than 1.25x
- Expiry - Ten (10) years from implementation / availment date

**UNSECURED MEDIUM TERM LOAN 01 (MTL 01)**

- Limit - P3,000,000.00
- Purpose - To loan take out outstanding loan with Development Bank of the Philippines (DBP)
- Availability - Via PNs up to 4-years and 2-months term or up to October 03, 2027 (maturity date to coincide with the original maturity date of the existing loan with DBP. One time release via manager's check payable to Development Bank of the Philippines (DBP).
- Repayment - With equal monthly principal installments of P62,500.00 (to be at par with the existing ammortization with DBP) plus interest
- Interest - Prevailing market rate payable monthly and repriceable monthly/quarterly or with a one time option for fixed rate at 3 years upon initial drawdown on applicable market/floor lending rates.
- Security
  - 1 Registered REM of P577.5M on properties located at Don Alfaro St., Tetuan, Zamboanga City T-129-2016003091 / 129-2016003090 / 129-2016003097 / 129-2020000224 / 129-2020000271 and 129-2020000225 registered under Allied Care Experts (ACE) Medical Center – Zamboanga City, Inc.
  - 2 Unnotarized and unregistered REM of P348.9M on the above properties.
- Others
  1. Subject to Standard Loan Take Out
  2. Current ratio of not less than 1x or Debt-equity ratio of not more than 3x. Should this will not be met, Debt service cover (EDITDA/CFADS) ratio of not less than 1.25x
- Expiry - 4-years and 2-months term from implementation / availment date or up to October 03, 2027 (maturity date to coincide with the original maturity date of the existing loan with DBP)

CONFORME:

**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER – ZAMBOANGA CITY, INC.**  
**DBA: PREMIER MEDICAL CENTER ZAMBOANGA (PMCZ).** (as borrower and mortgagor)  
 by: (Authorized Signatories)

  
**JAMES ROBERTSON C. PICHEL**  
 President

  
**GIOVANNI PAOLO C. GIMENA**  
 Corporate Secretary

  
**LIEZA G. SAHI**  
 CFO



**UNSECURED LONG TERM LOAN 03 (LTL 03)**

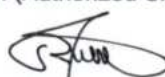
- Limit - P90,000,000.00
- Purpose - To partially re-finance the construction of the 10-storey hospital building with total construction cost at P760.0M (amount refinance is net of the portion previously financed by DBP which is subject to take out).
- Availability - Via PNs up to 10-year term with 2 years grace period; Staggered availments allowed up to 5 tranches within the 2-year grace period. Maturity date of each availment to be reckoned on the maturity date of the initial availment.
- Repayment - With equal monthly principal installments computed on the escalating percentages annually based on the outstanding balance to commence on the 30<sup>th</sup> day after the 2-year grace period.

YEAR	% for Principal Installments	Total Pincipal Installments (per year)	Monthly Principal Installments
1	Grace Period	-	-
2	Grace Period	-	-
3	7.50%	6,750,000.00	562,500.00
4	9.00%	8,100,000.00	675,000.00
5	10.50%	9,450,000.00	787,500.00
6	12.00%	10,800,000.00	900,000.00
7	13.75%	12,375,000.00	1,031,250.00
8	15.75%	14,175,000.00	1,181,250.00
9	15.75%	14,175,000.00	1,181,250.00
10	15.75%	14,175,000.00	1,181,250.00

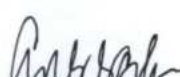
- Interest - Prevailing market rate payable monthly and repriceable monthly/quarterly or with a one time option for fixed rate upon initial drawdown for 3Y/5Y and 7Y on applicable market/floor lending rates.
- Security 1 Registered REM of P577.5M on properties located at Don Alfaro St., Tetuan, Zamboanga City T-129-2016003091 / 129-2016003090 / 129-2016003097 / 129-2020000224 / 129-2020000271 and 129-2020000225 registered under Allied Care Experts (ACE) Medical Center – Zamboanga City, Inc.
- Others 2 Unnotarized and unregistered REM of P348.9M on the above properties.
1. Release is subject to the completion of the DBP take out, REM/UREM documentation and presentation of the EPEB/OR from the Register of Deeds - Zamboanga
2. Current ratio of not less than 1x or Debt-equity ratio of not more than 3x. Should this will not be met, Debt service cover (EDITDA/CFADS) ratio of not less than 1.25x
- Expiry Ten (10) years from implementation / availment date

**CONFORME:**

**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER – ZAMBOANGA CITY, INC.**  
**DBA: PREMIER MEDICAL CENTER ZAMBOANGA (PMCZ).** (as borrower and mortgagor)  
 by: (Authorized Signatories)

  
**JAMES ROBERTSON C. PICHEL**  
 President

  
**GIOVANNI PAOLO C. GIMENA**  
 Corporate Secretary

  
**LIEZA G. SAHI**  
 CFO

**UNSECURED LONG TERM LOAN 04 (LTL 04)**


- Limit - P22,500,000.00
- Purpose - To partially finance the construction of the 2-storey Dietary building with commercial space. Building with total construction cost at P31.918M.
- Availability - Via PNs up to 10-year term with 2 years grace period; Staggered availments allowed up to 5 tranches within the 2-year grace period. Maturity date of each availment to be reckoned on the maturity date of the initial availment.
- Repayment - With equal monthly principal installments computed on the escalating percentages annually based on the outstanding balance to commence on the 30<sup>th</sup> day after the 2-year grace period.

YEAR	% for Principal Installments	Total Pincipal Installments (per year)	Monthly Principal Installments
1	Grace Period	-	-
2	Grace Period	-	-
3	7.50%	1,687,500.00	140,625.00
4	9.00%	2,025,000.00	168,750.00
5	10.50%	2,362,500.00	196,875.00
6	12.00%	2,700,000.00	225,000.00
7	13.75%	3,093,750.00	257,812.50
8	15.75%	3,543,750.00	295,312.50
9	15.75%	3,543,750.00	295,312.50
10	15.75%	3,543,750.00	295,312.50

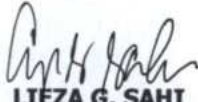
- Interest - Prevailing market rate payable monthly and repriceable monthly/quarterly or with a one time option for fixed rate upon initial drawdown for 3Y/5Y and 7Y on applicable market/floor lending rates.
- Security 1 Registered REM of P577.5M on properties located at Don Alfaro St., Tetuan, Zamboanga City T-129-2016003091 / 129-2016003090 / 129-2016003097 / 129-2020000224 / 129-2020000271 and 129-2020000225 registered under Allied Care Experts (ACE) Medical Center – Zamboanga City, Inc.
- 2 Unnotarized and unregistered REM of P348.9M on the above properties.
- Others 1. Release is subject to the completion of the REM Annotation.
2. Current ratio of not less than 1x or Debt-equity ratio of not more than 3x. Should this will not be met, Debt service cover (EDITDA/CFADS) ratio of not less than 1.25x
- Expiry Ten (10) years from implementation / availment date

**CONFORME:**

**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER – ZAMBOANGA CITY, INC.**  
**DBA: PREMIER MEDICAL CENTER ZAMBOANGA (PM CZ).** (as borrower and mortgagor)  
 by: (Authorized Signatories)

  
**JAMES ROBERTSON C. PICHEL**  
 President

  
**GIOVANNI PAOLO C. GIMENA**  
 Corporate Secretary

  
**LIEZA G. SAHI**  
 CFO



**UNSECURED LONG TERM LOAN 5 (LTL 05) VS CHM**

- Limit - P60,000,000.00
- Purpose - To partially finance the purchase of various hospital machineries and equipments
- Availability - Via PNs up to 10-year term with 2 years grace period; Staggered availments on a per equipment/machineries to be finance at 70% Loan value (LV). Maturity date of each availment to be reckoned on the maturity date of the initial availment.
- Repayment - With equal monthly principal installments computed on the escalating percentages annually based on the outstanding balance to commence on the 30<sup>th</sup> day after the 2-year grace period.

YEAR	% for Principal Installments	Total Pincipal Installments (per year)	Monthly Principal Installments
1	Grace Period	-	-
2	Grace Period	-	-
3	7.50%	4,500,000.00	375,000.00
4	9.00%	5,400,000.00	450,000.00
5	10.50%	6,300,000.00	525,000.00
6	12.00%	7,200,000.00	600,000.00
7	13.75%	8,250,000.00	687,500.00
8	15.75%	9,450,000.00	787,500.00
9	15.75%	9,450,000.00	787,500.00
10	15.75%	9,450,000.00	787,500.00

- Interest - Prevailing market rate payable monthly and repriceable monthly/quarterly or with a one time option for fixed rate upon initial drawdown for 3Y/5Y and 7Y on applicable market/floor lending rates.
- Security
  - 1 Chattel Mortgage (CHM) on various hospital equipment/machineries to be purchased.
  - 2 Registered REM of P577.5M on properties located at Don Alfaro St., Tetuan, Zamboanga City T-129-2016003091 / 129-2016003090 / 129-2016003097 / 129-2020000224 / 129-2020000271 and 129-2020000225 registered under Allied Care Experts (ACE) Medical Center – Zamboanga City, Inc.
  - 3 Unnotarized and unregistered REM of P348.9M on the above properties.
- Others
  1. Release is subject to the completion of the REM Annotation.
  2. Current ratio of not less than 1x or Debt-equity ratio of not more than 3x. Should this will not be met, Debt service cover (EDITDA/CFADS) ratio of not less than 1.25x
- Expiry - Ten (10) years from implementation / availment date

**UNSECURED REVOLVING PROMISSORY NOTE LINE (RPNL)**

- Limit - P50,000,000.00
- Availability - Via PNs up to 3 months term;
- Interest - Prevailing market rate payable monthly and repriceable monthly/quarterly.
- Security
  - 1 Registered REM of P577.5M on properties located at Don Alfaro St., Tetuan, Zamboanga City T-129-2016003091 / 129-2016003090 / 129-2016003097 / 129-2020000224 / 129-2020000271 and 129-2020000225 registered under Allied Care Experts (ACE) Medical Center – Zamboanga City, Inc.
  - 2 Unnotarized and unregistered REM of P348.9M on the above properties.
- Others
  - 1 Release is subject to the completion of the REM Annotation.
  - 2 Presentation of certification issued by the hospital HR indicating the number of employed nurses which should not be less than 100
  - 3 Implementation/release subject to the submission of the hospital's license to operate from DOH
- Expiry - 11/30/24

**CONFORME:**

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 DBA: PREMIER MEDICAL CENTER ZAMBOANGA (PMCZ). (as borrower and mortgagor)  
 by: (Authorized Signatories)

  
**JAMES ROBERTSON C. PICHEL**  
 President

  
**GIOVANNI PAOLO C. GIMENA**  
 Corporate Secretary

  
**LIEZA G. SAHI**  
 CFO





**CLEAN CORPORATE GUARANTEE LINE (CGL)**

- LIMIT - P2,000,000.00
- Availability - To facilitate issuance of Corporate Credit Card.
- Security - CLEAN
- Terms - Terms and conditions c/o BPI Credit Cards
- Expiry - 11/30/24

**UNSECURED BILLS PURCHASE LINE (BPL)**

- Limit - P5,000,000.00
- Availability - For purchase of local and (new) duly confirmed own checks
- Interest - Prevailing market rate for number of days bank is out of funds.
- Security - Fallback on REM
- Expiry - 11/30/24

As we do not charge commitment fees for the above credit facilities, we reserve the right to modify, suspend, or cancel the aforesaid credit facilities at any time as may be warranted by, among others, our evaluation of your latest financial statements and financial condition and/or the changing market conditions. In the event of cancellation, all outstanding credits, regardless of maturity, shall become immediately due and demandable.

Unless otherwise notified to us in writing, we shall automatically debit your deposit account with us for payments due on the principal, interest, penalties and other expenses relative to the above mentioned credit facilities.

A default in any of the credit facilities described above (or in any other credit facilities extended to you and covered by another facility letter) shall give BPI the option to cancel all the credit facilities and declare all outstanding credits, regardless of maturity, to be also in default and therefore, due and demandable.

The above credit facilities are subject to the terms and conditions of the (i) General Loan Agreement dated [ November 07, 2012], as amended by the Amendment to the General Loan Agreement attached to the Facility Letter dated [ ], (ii) all agreements, instruments and documents required or contemplated under item (i), and (iii) such other documents you executed with BPI relating to the aforesaid credit facilities, all of which, together with this Facility Letter, shall form an integral part of our loan documents for purposes of the credit facilities described in this letter.

If you are agreeable to the foregoing, please signify your conformity by signing on the space provided below and returning to us two (2) copies of this letter **on or before [DECEMBER 15, 2023 ]**, together with the following:


- (a) Notarized Corporate Secretary’s Certificate authorizing the above credit facilities;
- (b) ID copies of the authorized signatories
- (c) Signed Signature Cards
- (d) Loan documents – REM, Corporate resolution to borrow, General Loan Agreement, bills purchase line agreement
- (e) Latest property Tax Receipts


Thank you and we look forward to a mutually beneficial relationship.

For implementation of your credit facility, please coordinate with Mr. Glen Santino Arneta or the undersigned at Tel No. (062) 955-7044.

We would also like to take this opportunity to express our gratitude for your continued patronage of our Bank and we look forward to being of further service to you.

Very truly yours,

  
**MARY LIZA G. RUIZ**  
 Relationship Manager  
 Corporate Banking

  
**VP ADONIS G. LIANG**  
 Team head – Northern Mindanao  
 Corporate Banking

**CONFORME:**

**ALLIED CARE EXPERTS (ACE) MEDICAL CENTER – ZAMBOANGA CITY, INC.**  
**DBA: PREMIER MEDICAL CENTER ZAMBOANGA (PMCZ).** (as borrower and mortgagor)  
 by: (Authorized Signatories)

  
**JAMES ROBERTSON C. PICHEL**  
 President

  
**GIOVANNI PAOLO C. GIMENA**  
 Corporate Secretary

  
**LIEZA G. SAHI**  
 CFO

## GENERAL LOAN AGREEMENT

TO: BANK OF THE PHILIPPINE ISLANDS  
BPI Building  
Ayala Avenue corner Paseo de Roxas  
Makati City

In consideration of your giving credit to me (us) or granting one or more loans or making, issuing and extending financial accommodation to me (us), I (we) hereby agree as follows:

1. I (We) shall pay you on demand all moneys you paid or shall pay, and/or all advances you made in any form or hereafter to be made to me (us) or to any other person at my (our) request. I (We) hereby authorize you to charge, at any time you choose, any of my (our) accounts, including loan accounts, with all moneys so paid or advanced or for which you are liable or may become liable as a consequence, direct or indirect, past, present, future or contingent, of any of my (our) applications made with you, hereinafter called the "Liability(ies)".
2. I (We) shall utilize the proceeds of the loans or credit accommodations only for the purpose(s) stated in the loan application and/or the loan documents; otherwise, you may terminate the loans or credit accommodations and demand immediate repayment thereof. However, I (we) may utilize the proceeds of the loans or credit accommodations for a purpose(s) other than that originally stated in the loan application and/or the loan documents provided that such other purpose(s) is/are among those for which you may grant loans or credit accommodations under existing laws and regulations; Provided, that such utilization shall be with the prior written approval of your duly authorized officer(s)/ committee/board of directors and such written approval shall form part of the loan documents.
3. All my (our) present and future credit balances in any currency with you, and any and all of my (our) other present or future claims against you, and any of the following which have been or at any time shall be delivered to or otherwise come into your possession, custody or control for any purpose: (i) money, negotiable instruments, commercial papers, notes, bonds, stocks or other securities, bills of lading, warehouse receipts, credits, insurance policies, choses in action, claims and demands; (ii) any interest in or any property represented by or derived from the proceeds of the foregoing; and (iii) any of my (our) other properties, rights and interests (all hereinafter collectively called the "Security"); shall secure my (our) obligations and Liability(ies). In your absolute discretion and without any notice to me (us), you shall have full power and authority to apply the Security in payment of any or all of my (our) obligations and Liability(ies) or to sell or dispose of the Security in such manner as you may think fit and apply the proceeds thereof in payment of any or all of my (our) obligations and Liability(ies) without thereby incurring any liability except to account for any Security or proceeds thereof actually received. Except as otherwise expressly provided therein, you shall have no obligation with respect to the Security except to use reasonable care in the custody and preservation thereof to the extent required by law. You shall not be obligated to give any notice or take any other steps necessary to preserve rights to any instruments against any party(ies) (which steps I (we) hereby agree to take), nor to exercise any right or obligation occurring to the holder, nor to notify me (us) that such right or obligation has arisen.
4. I (We) shall furnish upon demand security in such form and value as you may require from time to time in amounts and values sufficient at all times in your opinion to secure any of my (our) obligations and Liability(ies) whether contingent, future or otherwise.
5. This is a continuing agreement. All the rights, powers, and remedies hereunder shall apply to all my (our) past, present, future and contingent obligations and Liability(ies) to you, including those arising under successive transactions which shall either continue existing obligations and Liability(ies), increase or decrease them or from time to time create new obligations and Liability(ies) after any or all prior obligations and Liability(ies) have been satisfied, and notwithstanding my (our) death, incapacity, or bankruptcy or any other event or proceedings affecting me (us).
6. With respect to all tangible properties which, directly or through a document controlling or evidencing such tangible properties, constitute a part of the Security, I (we) shall at my (our) expense, at all times, keep such tangible properties fully insured against any loss by fire and any other risks to which said properties may be subject, with responsible companies acceptable to you. I (We) shall deposit with you policies or certificates thereof in such form as you shall approve, and at your option, shall assign such insurance or make losses payable to you. If I (we) shall fail to do so, you may, but shall not be obligated to, maintain such insurance and the expense thereof shall be deemed my (our) Liability(ies) for all purposes of this Agreement.
7. On and at any time after the occurrence of any of the following events, you may, by notice to me (us), declare all of my (our) obligations and Liability(ies) to you immediately due and payable, whereupon they shall become immediately due and payable:
  - i. failure to keep or perform any of the terms of this or any other agreements between you and me (us);
  - ii. any deterioration or impairment of any Security or any part thereof or any decline or depreciation in the value or market price thereof (whether actual or reasonably anticipated);
  - iii. the levy of any attachment, execution or other process against me (us);
  - iv. suspension or cessation of all or a material portion of my (our) usual business;

ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.  
DBA: PREMIER MEDICAL CENTER ZAMBOANGA  
By: (Authorized Signatories)



- v. the death, permanent physical disability or mental incapacity, serious illness of any of us, or the death or insolvency of any of my (our) sureties or guarantors, the commission of any act of bankruptcy by any of us, any general assignment by any of us for the benefit of creditors, the filing of any petition for bankruptcy by, or against me (us) or any of the co-makers, sureties, or guarantors of any obligation or Liability(ies) owed to you, or against any endorser of any note or other document;
- vi. default in the payment of any other loan, or any indebtedness I (we) have to any creditor, or in the event that any loan or indebtedness I (we) have to any creditor is declared to be, or otherwise becomes, due and payable prior to its specified maturity as a result of an event of default;
- vii. any event, condition, or circumstance shall occur which, in your reasonable determination, will have or is reasonably likely to have, a material adverse effect on or a material adverse change in: (i) my (our) business, operations, property, condition (financial or otherwise) or prospects; or (ii) my (our) ability to perform my (our) obligations and Liability(ies) to you; and
- viii. any breach or any occurrence that may negate or render false my(our) representations under any agreement between you and me (us).
8. In case of my (our) failure to pay when due and payable, any amount which I (we) or any of us may now or hereafter owe you or to any of your Affiliates (as hereinafter defined) such as but not limited to, BPI Family Savings Bank, Inc., BPI Capital Corporation, BPI Direct Banko Savings Bank, BPI Century Tokyo Lease & Finance Corp., BPI Century Tokyo Rental Corp., BPI Asset Management and Trust Corporation, BPI/MS Insurance Corporation and BPI Securities Corporation (you and your Affiliates are collectively referred to as the "BPI Group of Companies" and, individually, "member of the BPI Group of Companies"), whether as principal or guarantor, or in the event of bankruptcy, insolvency, receivership, levy on execution, garnishment or attachment, or in case of conviction of a criminal offense with final judgment carrying with it a penalty of civil interdiction affecting me (us) or anyone of us, or in any of the cases covered by Article 1198 of the Civil Code of the Philippines, then my (our) entire obligations and Liability(ies) shall immediately become due and payable without the necessity of notice and demand which I (we) hereby waive.
9. I (We) hereby agree that any property of whatever kind or nature that I (we) shall offer you as security for any Liability(ies), unless otherwise stipulated, shall also stand as security for any obligations and Liability(ies), that may be granted to me (us) by any member of the BPI Group of Companies and vice-versa, inclusive of all extensions, renewals, restructuring or amendments of any such obligations and Liability(ies).
10. Upon non-payment of any of my (our) obligations and Liability(ies) when due (irrespective of whether such obligations and Liability(ies) becomes due through the passage of time or by virtue of any acceleration hereinabove provided for or any demand made as hereinabove permitted), at any time thereafter, without prejudice but in addition to your power and authority in paragraph 3 above, you shall have the right of realization without demand for payment or notice of intention (which are hereby waived) to enforce, collect and realize the Security by sale, assignment, set-off application and otherwise PROVIDED always that in the event of there being more than one Security or pledge or lien furnished by more than one of us, you shall have the absolute right to prefer or choose any one of the securities against which you exercise your right or realization. Any such sale, assignment or other realization may be at any time and place, public or private, with or without advertisements or notice of the time or place or otherwise (all of which are hereby waived) in one or more place or otherwise (all of which are waived) in one or more sales or parcels, at such price or prices as you may deem best, for cash or on credit, or for future delivery, without any assumption of any credit risk. You may be a purchaser at any such sale. Each purchaser of any Security so sold (including you) shall hold the same absolutely free from any of my (our) claims or rights of any kind which are hereby waived and released.
11. I (We) shall pay all expenses (including lawyer's fees and other legal expenses) you incurred in connection with: (a) the enforcement of any of the provisions of this Agreement; (b) any actual or attempted sale, or any exchange, enforcement, collection, compromise or settlement of any of the Security or; (c) the custody or preservation of the Security. Any such expense you incur shall be deemed as my (our) obligations and Liability(ies) for all purposes of and shall be entitled to all of the benefits of this Agreement.
12. Notwithstanding your realization upon the entire Security, or your retention of any Security in satisfaction of my (our) obligation and Liability(ies) or a portion thereof, I (we) shall continue to be liable for any balance of my (our) obligations and Liability(ies) (including interest to the date of payment) which shall thereafter remain unpaid.
13. As long as I (we) remain indebted to you, I (We) represent and warrant the following:
- i. That we are duly organized and existing in full compliance with the laws of the Republic of the Philippines and have the corporate power and authority to own and operate properties and assets and conduct business as presently being conducted.
  - ii. That I (we) am (are) not subject to any pending threatened litigation or administrative investigation or proceeding which would, in any case or in the aggregate, materially or adversely affect my (our) right or ability to carry on business operations substantially as now conducted.
  - iii. That we have taken or caused to be taken all the necessary corporate actions to authorize the execution and delivery of this Agreement, the promissory note(s), letters of credit, trust receipts and other contracts and documents to be delivered hereunder or the compliance with the terms thereof will not violate any provision of, and are duly and validly authorized under our Articles of Incorporation and By-Laws and will not conflict or constitute a breach of default under any agreement or instrument which may be subject or bound.

ALLED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.  
 DBA : PREMIER MEDICAL CENTER ZAMBOANGA  
 By: (Authorized Signatories)

- iv. That I (we) and (are) not in default in the performance, observance of fulfillment of any obligation with any person, corporation, governmental or financial institution.
- v. That I (we) shall, at all times, comply with, or cause to be complied with, all laws applicable to me (us).
- vi. That I (we) or any of my (our) assets is not entitled to immunity on the grounds of sovereignty or otherwise from any legal action or proceeding (including suit, attachment prior to judgment, execution or other enforcement).
- vii. That all information provided by me (us) or on my (our) behalf in relation to any of my (our) obligations and Liability(ies) to you, was true, complete and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated. Nothing has occurred or been omitted from the information so provided and no information has been given or withheld that results in the information provided by or on my (our) behalf being true or misleading in any material respect.
- viii. That my (our) payment obligations and Liability(ies) to you rank at least *pari passu* with the claims of all my (our) other unsecured and unsubordinated creditors, except for obligations mandatorily preferred solely by operation of law and those covered by Security.
- ix. That I (we) will maintain adequate books, accounts and records and prepare all financial statements required in accordance with generally accepted accounting principles, consistently applied and in compliance with the regulations of any governmental regulatory body having jurisdiction over my (us) and our business.
- x. That I (we) will furnish you information respecting my (our) business, properties, condition or operations (financial or otherwise) as you may reasonably require from time to time to confirm all of your rights, powers and remedies hereunder and/or to conduct any "know your customer" or other similar procedures required under applicable laws.
- xi. prior to submitting personal data of my (our) principals, beneficial owners, directors, officers, authorized representatives, customers and personnel, I (we) have secured the necessary authorization and consents as may be required by applicable confidentiality and data privacy laws or agreement to enable me (us) to provide the personal data to you in connection with the loans or credit accommodations I (we) applied for.

14. During the effectivity of this Agreement and of the other instruments and documents executed and/or delivered pursuant hereto and/or which and as long as I (we) remain indebted to you under this Agreement, I (we) shall not, without your prior written consent:

- i. Materially change my (our) ownership structure and management.
- ii. Merge or consolidate with any other corporation or acquire all or substantially all of the assets or capital stock of any corporation unless (a) my (our) present management shall remain in control of the overall resulting enterprise; and (b) such merger or consolidation shall not subordinate or adversely affect in any way my (our) obligation and Liability(ies) hereunder.
- iii. Sell, lease, transfer or otherwise dispose of all or any significant portion of my (our) property or assets save in the ordinary course of business.
- iv. Make any loan or advances to any other person or entity except temporary investment of surplus funds and advance payment of goods, services or taxes or other prepayments in the ordinary course of business.
- v. Make or permit any material change in the character of my (our) business from that being carried on at the date hereof, or engage in any business operation or activity other than that for which I (we) is presently authorized, expressly or impliedly, by law or my (our) articles of incorporation.
- vi. Enter into a management contract or any contract or arrangement whereby my (our) primary business or operations on the whole is managed by any other person and/or, enter into any profit sharing, joint venture or royalty agreements or other similar arrangements whereby my (our) income or profits are, or might be, shared with any other person, firm or corporation.

15. The rights and remedies given hereby are in addition to all others however arising, but it is not intended that any right or remedy be exercised in any jurisdiction in which such exercise would be prohibited by law. No action, failure to act or knowledge on our part shall be deemed to constitute a waiver of any power, right or remedy hereunder, nor shall any single or partial exercise thereof preclude any further exercise of any other power, right or remedy. You shall not be liable for exercising or failing to exercise any power, right or remedy.

16. I (We) hereby waive presentment (except presentment for acceptance when necessary), protest, notice of protest and notice of dishonor of any and all instruments included in the Liability(ies) or the Security, whether upon inception, maturity, acceleration of maturity or otherwise, and any and all other notice and demand whatsoever, whether or not relating to such instruments.

17. I (We) shall indemnify and hold you free and harmless and indemnified from and against any and all consequences which may arise or result from giving credit to me (us) or performing any of the above service for me (us) and shall reimburse you upon demand for any payment, loss and damage which you may make, suffer or sustain by reason or on account thereof and shall upon request appear and defend at my (our) cost and expense any action which may be brought against you in connection therewith.

ALLED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.  
 DBA: PREMIER MEDICAL CENTER ZAMBOANGA  
 BY AUTHORIZED SIGNATORIES

18. Each of the rights, powers and remedies granted to you by this Agreement shall be in addition to all other rights, powers and remedies given to you hereunder or by virtue of any other Security, statute or rule of law or equity. You may exercise a general lien or right of set-off with respect to any of my (our) obligations and Liability(ies) to you in the same manner as if the obligations and Liability(ies) were secured and shall have a lien on all of my (our) properties or securities in your possession or custody whether for safekeeping or otherwise. You may appropriate all credit balances whether in Philippine Pesos or US Dollars or any other currency in all account in my (our) name towards payment of any obligations and Liabilities to you of whatever kind, irrespective of when the same may be due or may be held by you as security for any contingent or future obligations and Liabilities to you. Any forbearance or failure or delay by you in exercising any right, power or remedy shall not be deemed to be a waiver of such right, power or remedy and shall continue in full force and effect until you specifically waive, by executing an instrument in writing, such right, power or remedy.
19. Whenever necessary, you are hereby authorized, in compliance with the rules and regulations of the Bangko Sentral ng Pilipinas (BSP), to furnish the BSP details of any obligations and Liability(ies) together with copies of the collateral and other pertinent documents.
20. Demands for additional security and such other demands or notices to me (us) shall, unless otherwise expressly provided therein, be deemed duly and properly made or given if made or given to me (us) or, if I (we) am (are) a corporation or partnership, to my (our) officers or partners, by telephone, or in writing delivered by hand to or telegraphed or mailed by ordinary mail to me (us) at the address indicated below or at such other address as I (we) may furnish you in writing.
21. In the event where I (we) am (are) carrying on business in partnership, death of any of the partners shall not dissolve the partnership between the surviving partners. The liability of the deceased partner to you shall cease only with regard to transactions made with you subsequent to your receipt of written notice of the death of the deceased partner.
22. I (We) undertake to submit to you, whenever you require my (our) current financial statement duly audited by qualified auditors satisfactory to you and further to notify you immediately of any significant changes in the extent, character or any other manner in my (our) financial status.
23. In addition to the usual information sheet about me (us), you may require submission of my(our) Statement of Assets and Liabilities. You, however, require among others, the following:
- i. A copy of my (our) and, if applicable, my (our) co-maker's latest Income Tax Return (ITR), duly stamped and received by the Bureau of Internal Revenue (BIR); and
  - ii. Except as otherwise provided in other regulations, if I (we) am (are) engaged in business, a copy of my (our) Financial Statements as submitted for taxation purposes to the BIR.

Should the document(s) submitted prove to be spurious or incorrect in any material detail, you shall have the right to terminate any obligations and Liability(ies) and shall have the right to demand immediate repayment or liquidation thereof. Moreover, you may seek redress from the court for the harm done by my (our) submission of spurious documents.

24. I/We acknowledge and agree that updated information relating to me (us), my (our) organization, my (our) authorized representatives (including personal data/information of my (our) officers and directors, authorized signatories, employees, beneficial owners, agents, beneficiaries, customers and other personnel), my (our) transactions, business and credit relationships, accounts or account information or records provided by me (us), made available to or which are in your possession or in the possession of any of your Affiliates (collectively, the "Information") may be collected, obtained, used, stored, consolidated, processed, profiled, benchmarked, disclosed and shared to or by you or by and between you and any member of the BPI Group of Companies, its successors and assigns, for any or all of the following purposes:
- (1) To approve, manage, facilitate, administer, implement and provide the loans or credit accommodations availed by or extended to me (us);
  - (2) To comply with your operational, audit, administrative, credit and risk management processes, policies and procedures; the terms and conditions governing your deposits, products, services, facilities and channels; the Bangko Sentral ng Pilipinas (BSP) rules and regulations; legal and regulatory requirements of government regulators, judicial, supervisory bodies, tax authorities or courts of competent jurisdiction, as the same may be amended or supplemented from time to time;
  - (3) To comply with applicable laws of the Philippines and those of other jurisdictions including the United States Foreign Account Tax Compliance Act (FATCA), common reporting standards, the laws on the prevention of money laundering including the provisions of Republic Act No. 9160 (Anti-Money Laundering Act of 2001), as amended ("AMLA") and the implementation of know your customer and sanction screening checks;
  - (4) To develop and enhance your product, business and customer offerings and/or those of your Affiliates, which may include the conduct of product, system, statistical or business analysis, profiling/benchmarking, surveys, schemes, planning and research;
  - (5) In compliance with regulatory requirements, to verify or validate the Information in any reasonable manner from any and all sources, including but not limited to:
    - i. the Bureau of Internal Revenue (BIR) to establish the authenticity of my/our ITR and the accompanying Financial Statements which I/we (may have) submitted to you or to any member of the BPI Group of Companies; and

ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.  
DBA - BREMENT MEDICAL CENTER ZAMBOANGA  
By: (Authorized Signatories)





- ii. courts, government agencies or arbitral tribunals on status of any case or proceeding to which I/we may be a party; and,
- (6) To pursue marketing, sales, promotional, advertising, and business initiatives (the "Marketing Initiatives"), which may include the development, formulation, dissemination, distribution and rollout of Marketing Initiatives information, materials, documents or brochures relating to your products, services, events, promotions, programs, and offers, or that of any member BPI Group of Companies or third parties with which BPI or any member of the BPI Group of Companies, under a duty of confidentiality, has contracted with (the "Program Partners"), whether such Marketing Initiative is undertaken individually by you or by any member of the BPI Group of Companies, or pursued by you together with any member of the BPI Group of Companies or by you with Program Partners, under a joint venture initiative, servicing agreement, cross-selling arrangement, loyalty or promo program or any project undertaking on a collective or tie-up basis;
- (7) To carry out, fulfill and complete the transactions which I(we) have authorized in connection with your performance of the loans or credit accommodations and this Agreement.

For purposes of this Agreement, "Affiliate" means a corporation, partnership or other form of association which is directly or indirectly Controlled by you. The term "Controlled" shall mean (i) ownership of at least twenty percent (20%) of the total issued and outstanding capital stock in such corporation or association, or (ii) the right to elect at least twenty percent (20%) of the number of directors in the corporation or association, or (iii) the right to cause the direction of the management and policies of such corporation, partnership or other form of association, whether through the ownership of shares, directorship, management, community of interest or contract.

For any or all of the foregoing purposes, you may share and disclose my (our) Information, whether within or outside the Philippines, under a duty of confidentiality:

- i. to other members of the BPI Group of Companies ;
- ii. to your directors, officers, employees, professional advisers, legal counsels, auditors, agents and representatives, on a "need to know" basis;
- iii. to credit information companies, credit bureaus, the Credit Information Corporation (CIC) (pursuant to RA No. 9510 and its implementing rules and regulations), financial institutions, banking and credit industry associations, credit protection provider or guarantee institutions, brokers, insurers and underwriters in relation to my (our) availment of loans or credit accommodations (collectively, the "Credit Entities");
- iv. to any judicial, governmental, regulatory or supervisory body of the Philippines or those of other jurisdictions, including exchange of information among tax authorities in compliance with FATCA, as the same may be amended or supplemented from time to time ;
- v. to any potential transferee or assignee of your rights and/or obligations under the relevant contracts or agreements or in connection with any sale, acquisition, merger or consolidation of any member of the BPI Group of Companies;
- vi. to representatives, agents or service providers which you or any member of the BPI Group of Companies may have engaged (a) to perform (whether within or outside the Philippines) data processing, collection, consolidation, storage and such other services in connection with my (our) accounts, loans or credit accommodations and this Agreement, and/or (b) in connection with the Marketing Initiatives; and,
- vii. to such other persons or entities that you, any member of the BPI Group of Companies, the Program Partners, the Credit Entities, and your respective service providers, may engage or may have engaged or may contract with or may have contracted with to facilitate or carry out any or all of the foregoing purposes.

The foregoing constitutes my (our) express consent under the applicable bank secrecy, confidentiality and data privacy laws of the Philippines and other jurisdictions and I (we) agree to hold you, each member of the BPI Group of Companies, the Program Partners, the Credit Entities, and your respective directors, officers, employees, authorized representatives, agents and service providers, free and harmless from any and all liabilities, claims, damages, suits, costs and expenses resulting from or in connection with the implementation of the purposes and authorities conferred by me (us) under this Agreement.

For the avoidance of doubt, to the extent that applicable confidentiality, bank secrecy or other laws impose non-disclosure requirements on certain relevant information but permits a party to waive such requirements by written consent, the express consent provided herein shall constitute my (our) written consent for purposes of such applicable laws. Any agreement between us to maintain confidentiality of information shall continue to be observed to the extent that such agreement is not otherwise inconsistent with the consent to disclosure of Information authorized under this Agreement.

For our rights as data subject and your policy on how you collect, protect, use, share, consolidate and store the Information, I (we) may refer to your Data Privacy Statement published on your website and deemed incorporated by reference in this Agreement. My (our) continued access into your network of websites or use of any of your products, services, facilities and channels will constitute my (our) acceptance of the BPI Data Privacy Statement as the same may be revised or updated from time to time.

25. I (We) undertake to sign, execute and deliver any transfer, deed or other document which you may require me (us) to sign, execute and deliver for perfecting your title to any goods or documents in connection with which you perform/will perform any service and for vesting the same in any purchaser or purchasers.
26. All moneys, payments, sums and amounts of money expressed herein to be payable to you shall include any and all interest payable thereon. I (We) understand that no single rate can be fixed in respect of such interest, as the rate of interest in each case will vary according to the type of transaction and the credit risk involved

ALLEED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.  
 DBA : PREMIER MEDICAL CENTER ZAMBOANGA  
 By:  (Authorized Signatories)





**SECRETARY'S CERTIFICATE**

I, **GIOVANNI PAOLO C. GIMENA**, Filipino, of legal age, and with address at 132-1 St. Ignatius Subd., Cabato Rd, Tetuan, Zamboanga City, after having been sworn in accordance with law, hereby depose and state that:

1. I am the duly elected, qualified and constituted Corporate Secretary of **ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC. DBA:PREMIER MEDICAL CENTER ZAMBOANGA** (the "Corporation"), a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal place of business at Gov. Camins Ave., Zamboanga City;

2. That as such Corporate Secretary, I have in my custody the corporate records of the Corporations including, among others, the Minutes of the Meetings of the Board of Directors and Stockholders of the Corporation;

3. As such Corporate Secretary, I hereby certify under oath that at a special joint meeting of the Board of Directors and Stockholders of the Corporation called and held with proper notice on \_\_\_\_\_ at the principal place of business of the Corporations mentioned above, during which all of the Board of Directors and 100% shareholders the outstanding capital stock were present, the following resolution/s was/were unanimously passed, approved and adopted by all of the Board of Directors present and stockholders:

**"RESOLVED**, that the Corporation be authorized to borrow from the **BANK OF THE PHILIPPINE ISLANDS (BPI)**, a domestic banking corporation, hereinafter referred to as the "Bank", from time to time, such sum or sums of money as, in the judgment of the officer or officers hereinafter authorized, the Corporation may require, provided that the aggregate amount of such borrowing, pursuant to this resolution, shall not at any time exceed the sum of **Philippine PESOS: NINE HUNDRED THIRTY NINE MILLION FOUR HUNDRED SIXTEEN THOUSAND PESOS ONLY (P939,416,000.00)**, in addition to such amount as may otherwise be authorized;

**"RESOLVED, FURTHER**, that the Corporation is authorized, directed and empowered execute and deliver a Real Estate Mortgage and other similar documents in favor of the Bank of the Philippine Islands on any and all of the Corporation's properties (T-129-2016003091 , T-129-2016003090 , T-129-2016003097 , T-129-2016003089 , T-129-2020000224 , T-129-2020000271 , T-129-2020000225 ) as security/collateral for the repayment of any and all outstanding balances on the aforesaid loan/s or credit facility/ies, as well as, any of its/ their renewals or extensions, and other existing or future obligations of **ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC. DBA:PREMIER MEDICAL CENTER ZAMBOANGA**, in favor of the Bank of the Philippine Islands, whether direct or indirect, principal or secondary, including applicable penalties and charges thereon, if any";

**"RESOLVED, FURTHER** as it is hereby resolved that **ANY TWO (2)** of the "Authorized Signatory/ies";: **JAMES ROBERTSON C. PICHEL**, the President, and /or **GIOVANNI PAOLO C. GIMENA**, the Corporate Secretary, and/or **LIEZA G. SAHI**, the CFO ; be authorized, directed and empowered, for and in behalf of the Corporation, to transact, sign, enter into, execute and deliver a **REAL ESTATE MORTGAGE**, contracts and other pertinent documents in favor of the Bank of the Philippine Islands that would be necessary and incidental to the establishment / renewal / increases / extensions of the credit facility/ies, as well as, such other bank-related transactions, which may be granted or given by the Bank of the Philippine Islands to **ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC. DBA:PREMIER MEDICAL CENTER ZAMBOANGA**,

Attested by.

  
**JAMES ROBERTSON C. PICHEL**  
President

  
**GIOVANNI PAOLO C. GIMENA**  
Corporate Secretary

"RESOLVED, FURTHER, that the authorities herein granted are sufficiently beneficial to, and are in furtherance of, the business and interest of the Corporation";

"RESOLVED, FURTHER, the foregoing resolution/s shall remain valid and subsisting until the same is/are expressly revoked by the Board of Directors and the Stockholders of the Corporation and a copy of such revocation duly furnished the Bank"; and

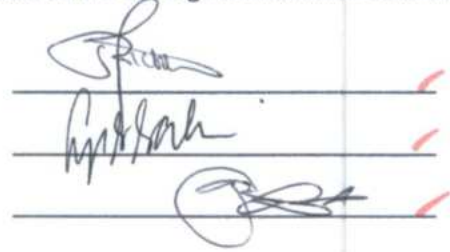
"RESOLVED, FINALLY, that the Bank shall be furnished with a certified copy of this Resolution and said Bank is authorized to act on this resolution until receipt of aforementioned notice of its revocation".

4. I further certify that the following specimen signature/s appearing opposite the name/s of the authorized signatories of the Corporation by virtue of the above resolution are the signatures of the said officers to wit:

JAMES ROBERTSON C. PICHEL

LIEZA G. SAHI

GIOVANNI PAOLO C. GIMENA



5. I further certify finally that the foregoing Resolution/s have not been revoked by Board of Directors and the Stockholders of the Corporation and remain valid, binding and effective.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ at \_\_\_\_\_ City.

  
GIOVANNI PAOLO C. GIMENA  
Corporate Secretary

Attested and Confirmed by:

  
JAMES ROBERTSON C. PICHEL  
President

SUBSCRIBED AND SWORN to before me this FEB 13 2024 at ZAMBOANGA CITY by GIOVANNI PAOLO C. GIMENA who is personally known to me and to me known to be the same person who executed the foregoing instrument and who exhibited to me her Community Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_ City; and / or who was identified by me through competent evidence of identity to be the same person who executed the foregoing instrument and who exhibited to me her Passport/Driver's License, Secretary of the aforementioned corporation with Corporate Certificate No. \_\_\_\_\_ issued on \_\_\_\_\_ at the \_\_\_\_\_ City.

ATTY. MICHAEL B. CRUZ  
NOTARY PUBLIC

Doc. No. 715 ;  
Page No. 063 ;  
Book No. 76 ;  
Series of 2023.

My Commission Expires on Ideloro Bldg., cor. La Paziana rd  
Comission Serial No. Alvarez Sts. Camino Nuevo, Zamboanga City  
Place of Comission Tel No. 928-7245001/71101572  
Office Address Notarial Commission No. 2023-206  
Roll No. IBP No. ember 31, 2025  
PTR No. \_\_\_\_\_ Place Holl of Attorne Date 40790  
PTR No. 2770410 Jan. 2, 2024  
IBP Lifetime Member / No. 07319  
MCLE No. VII-0013559 valid until April 14, 2025

**BANK OF THE PHILIPPINE ISLANDS**  
**Makati, Metro Manila**

**BILLS PURCHASE LINE AGREEMENT**

This AGREEMENT made and entered into by and between ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC. DBA-PREMIER MEDICAL CENTER ZAMBOANGA with principal address at DON ALFARO STREET, TETUAN, ZAMBOANGA CITY (hereinafter referred to as the "FIRST PARTY"), and the BANK OF THE PHILIPPINE ISLANDS, a commercial bank with expanded commercial banking authority created under the laws of the Republic of the Philippines, with principal office and place of business at the Bank of the Philippine Islands Building, Ayala Avenue corner Paseo de Roxas, Makati City, (hereinafter referred to as the "SECOND PARTY").

**WITNESSETH: That -**

WHEREAS, the FIRST PARTY has applied with the SECOND PARTY for a Bills Purchase Line (the "Line") not to exceed the amount of FIVE MILLION PESOS (P 5,000,000.00), Philippine Currency under which local, regional and out-of-town checks payable to the FIRST PARTY (as payee thereof) in the ordinary course of its business will be purchased by the SECOND PARTY; and

WHEREAS, the SECOND PARTY has granted the said application upon and subject to the terms and conditions hereinafter set forth, all of which are acceptable to the FIRST PARTY.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the covenants and stipulations herein contained, the parties hereto have agreed, and do hereby agree as follows:

1. The total amount of uncollected checks purchased and the availments under the line shall not exceed at any one time FIVE MILLION PESOS (P 5,000,000.00), (the "Established Line Limit").

2. The local and regional checks will be purchased by the SECOND PARTY at face value. In the event any of the items purchased by the SECOND PARTY is returned or dishonored by the drawee bank(s) for any reason whatsoever, the FIRST PARTY shall reimburse and pay the SECOND PARTY the full value of such returned/dishonored item(s) and actual out-of-pocket expenses, with interest charged thereon computed at the rate imposed by the SECOND PARTY at its discretion from the date of purchase up to the date of reimbursement, plus a corresponding penalty charge of 36% per annum.

3. The out-of-town checks will be purchased by the SECOND PARTY at face value subject to: (i) interest computed at prevailing interest rate from the date of purchase up to the time the out-of-town checks sent for collection are cleared; (ii) out-of-pocket expenses; and (iii) commission/charges. In the event any of the out-of-town checks purchased by the SECOND PARTY is returned or dishonored by the drawee bank(s) for any reason whatsoever, the FIRST PARTY shall reimburse and pay the SECOND PARTY the full value of such returned/dishonored out-of-town checks and actual out-of-pocket expenses, with interest charged thereon computed at the rate imposed by the SECOND PARTY at its discretion from the date of purchase up to the date of reimbursement, plus a corresponding penalty charge of 36% per annum.

4. The purchase of second-endorsed checks is at the sole discretion of the SECOND PARTY and, as such is not automatically covered by this Agreement. In case second-endorsed checks are purchased by the SECOND PARTY, such purchase shall be subject to the terms and conditions of this Agreement.

5. The amount for which the checks are purchased by the SECOND PARTY shall be credited to \_\_\_\_\_ account of the FIRST PARTY maintained with the SECOND PARTY.

6. The SECOND PARTY shall transmit the checks to be purchased in the usual manner for collection either to the same banking institution on which it is drawn, or to such of its agents or correspondents as it shall deem reliable, and the latter are in turn authorized to employ the services of such direct or indirect agents or correspondents as they may deem convenient or necessary for the final collection of the checks.

7. The SECOND PARTY or any of its direct or indirect collecting agents are authorized to receive payment of the checks in cash, or by check or draft, but neither the SECOND PARTY nor its collecting agents shall be liable for the dishonor of any such checks or drafts received in payment, nor for losses thereon.

8. The SECOND PARTY shall assume no responsibility whatsoever for the act, omission, negligence, or failure of any such direct or indirect correspondents or collecting agents, which agents shall be considered agents of the FIRST PARTY and not of the SECOND PARTY, nor shall the SECOND PARTY be held responsible for the loss of any check while in transit, or for any other cause whatsoever beyond its control.

9. Any credit allowed the FIRST PARTY on the books of the SECOND PARTY for the checks purchased is PROVISIONAL only, until such time as the proceeds thereof, in current funds or solvent credits shall have been actually received by the SECOND PARTY. The latter reserves the right to charge back the checks to the account of the FIRST PARTY, at any time before the actual receipt of said proceeds regardless of whether or not the checks can be returned.

ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.  
DBA:PREMIER MEDICAL CENTER ZAMBOANGA  
By: (Authorized Signatories)



[Signature]

[Signature]

[Signature]

10. The FIRST PARTY assumes full responsibility for the validity of the checks for which the FIRST PARTY's aforementioned account was credited, as well as the correctness and genuineness of the endorsements thereon.

11. The face amount of defective / dishonored / lost check(s) shall be automatically debited against aforesaid \_\_\_\_\_ account. Whatever amount that could not be accommodated by the withdrawable balance of the said account shall be charged directly to the FIRST PARTY and for which the FIRST PARTY shall reimburse the SECOND PARTY upon receipt by the FIRST PARTY of the covering statement or if immediate reimbursement could not be made, the FIRST PARTY shall execute in favor of and deliver to the SECOND PARTY a promissory note subject to the highest prevailing rate of interest, and terms and conditions applicable to existing credit facilities of the FIRST PARTY with the SECOND PARTY, which promissory note shall be in such form and tenor as may be prescribed by the SECOND PARTY.

In connection with the foregoing, the FIRST PARTY hereby authorizes the SECOND PARTY, without need for further notice or demand, to charge back or debit the value of any defective / dishonored / lost check(s) previously credited including interest thereon from the account of the FIRST PARTY regardless of the time that has elapsed and whether or not the checks can be returned. Defective / dishonored / lost check(s) shall be subject to interest at prevailing market rates for the period that the SECOND PARTY has been out-of-funds for said defective / dishonored / lost check(s).

12. All checks purchased by the SECOND PARTY shall be with recourse against the FIRST PARTY.

13. The availability of this line shall be subject to the prevailing rules and regulations of Bangko Sentral Ng Pilipinas (BSP), Banker's Association of the Philippines (BAP) and such other governmental bodies/institutions.

14. It is clearly agreed by the parties hereto that the SECOND PARTY, at its sole option, has the right to refuse to purchase any check, reduce the Established Line Limit and/or suspend or cancel the Line if, the SECOND PARTY, at its sole discretion, shall consider that the circumstances warrant such refusal, reduction, suspension or cancellation.

15. The FIRST PARTY hereby agrees and undertakes to execute such other documents or instruments as may be required from time to time by the SECOND PARTY, to furnish all documentary stamps necessary for this transaction and all transactions related thereto or arising therefrom, to pay all fees, charges, and expenses that may be needed or required for the notarization and registration of the documents connected with the transaction, and upon demand by the SECOND PARTY, give and deliver to the SECOND PARTY such tangible security(ies) as may be satisfactory and acceptable to the SECOND PARTY.

16. In the event of default by the FIRST PARTY in the payment of any indebtedness incurred or to be incurred under or on account of the Line and/or the failure of the FIRST PARTY to comply with any of the terms and conditions of this Agreement, the SECOND PARTY, its successors or assigns, is hereby authorized by the FIRST PARTY to effect the payment of said indebtedness out of whatever funds, securities and properties belonging to the FIRST PARTY which may be in the possession or control of the SECOND PARTY or with any member of the BPI Unibank or with any of their subsidiaries or affiliates.

17. If the FIRST PARTY becomes insolvent or admits in writing its inability to pay its debts as they mature or applies for, consents to or acquiesces in the appointment of a trustee or receiver or in the absence of such application, consent or acquiescence, a trustee or receiver is appointed for the whole or substantial portion of the business and/or assets or properties of the FIRST PARTY and such trustee or receiver is not discharged within 30 days from his or its appointment; or any bankruptcy, reorganization, debt agreement or other proceeding under any bankruptcy or insolvency law, or any dissolution proceeding, is instituted by or against the FIRST PARTY, and if instituted against the FIRST PARTY, is consented to or acquiesced in by the FIRST PARTY, then any and all indebtedness incurred under or on account of the Line shall become automatically and immediately defaulted, due and payable without demand, presentment, protest, or notice of any kind, all of which are hereby waived by the FIRST PARTY, provisions in this Agreement and in the documents evidencing said indebtedness to the contrary notwithstanding, and thereupon, the SECOND PARTY, its successors and assigns, shall forthwith proceed against any security or collateral that may have been given by the FIRST PARTY and or take such actions, judicial, extra-judicial or otherwise, as the SECOND PARTY may decide to enforce its rights and/or protect its interest.

18. In the event the SECOND PARTY is obliged to engage the services of an attorney to enforce the collection, either judicially or extra-judicially, of any and all indebtedness incurred or to be incurred under or on account of the Line, the FIRST PARTY agrees to pay to the SECOND PARTY, its successors or assigns, an additional sum equivalent to ten percent (10%) of the total amount due, but in no case less than P1,000.00 as and for attorney's fees, besides the costs, collection expenses and other charges or disbursements allowed by Law.

19. No failure or delay on the part of the SECOND PARTY in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power preclude any other or further exercise of any other right or power thereunder. No waiver by the SECOND PARTY of any of its rights or powers under this Agreement shall be deemed to have been made unless expressed in writing and signed by its duly authorized representative(s).

20. The proceeds of this credit accommodation will be used for \_\_\_\_\_.

ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.  
DBA:PREMIER MEDICAL CENTER ZAMBOANGA  
By: (Authorized Signatories)



\_\_\_\_\_  
\_\_\_\_\_

21. This Line shall be valid up to \_\_\_\_\_ unless otherwise extended by the SECOND PARTY as may be allowed by BSP/BAP.

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22. This Agreement shall, upon the expiration of the period stated above, be deemed renewed from year to year without the necessity of any written amendment thereto, under the same terms and conditions herein set forth, until the SECOND PARTY gives notice in writing to the FIRST PARTY that the Line shall not be renewed or that the terms and conditions set forth in this Agreement shall be modified or amended.

This Agreement is subject further to the following terms and conditions:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, there unto duly authorized at \_\_\_\_\_, Philippines, on this \_\_\_\_\_ day of \_\_\_\_\_.

ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC.  
DBA:PREMIER MEDICAL CENTER ZAMBOANGA

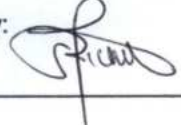
By: (Authorized Signatories)  
TIN 478-905-770


FIRST PARTY

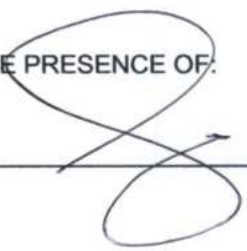
BANK OF THE PHILIPPINE ISLANDS

TIN 000-438-366-0000

SECOND PARTY

By:  \_\_\_\_\_

By:   
ADONIS G. LIANG  
Vice-President

SIGNED IN THE PRESENCE OF:  
 \_\_\_\_\_



 \_\_\_\_\_

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
ZAMBOANGA CITY ) SS

BEFORE ME, personally appeared:

Name	CTC No.	Place & Date of Issue	Gov't Issued ID	Place & Date of Issue
ALLIED CARE EXPERTS (ACE) MEDICAL CENTER-ZAMBOANGA CITY, INC. DBA:PREMIER MEDICAL CENTER ZAMBOANGA			TIN : 478-905-770	
BPI	CTC : 00136596	01/04/2023		

who is / are personally known to me and to me known to be the same person(s) who executed the foregoing document and who exhibited to me the above Community Tax Certificate(s); and / or was / were identified by me through competent evidence of identity, to be the same person(s) in the foregoing document who exhibited to me the above ID(s). It was acknowledged to me that the execution of said document is the free and voluntary act and deed of the said person(s), as well as the free and voluntary act and deed of the entity(ies) represented, and that said persons have the authority to sign in behalf of the entity(ies).

The foregoing document is a Bills Purchase Line Agreement and consists of four (4) pages, including the page whereon this Acknowledgment is written. This Acknowledgment forms an integral part of the said document.

WITNESS MY HAND AND SEAL this \_\_\_\_\_ day of FEB 13 2024, in ZAMBOANGA CITY.

Doc. No. 314  
Page No. 063  
Book No. 96  
Series of 2004

ATTY. MICHAEL DELA CRUZ  
Notary Public for Zamboanga City  
Ground Flr., Ildefonso I Bldg., cor. La Purisima and  
Gov. Alvarez Sts., Camino Nuevo, Zamboanga City  
Tel Nos. 926-7345/09171181572  
Notarial Commission No. 2023-286  
Valid until December 31, 2025  
Roll of Attorney's No. 48760  
PTR No. 2770440 Jan. 2, 2024  
IBP Lifetime Member No. 07819  
MCLE No. VII-0013659 valid until April 14, 2025