

COVER SHEET

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SEC Registration No.

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(Company's Full Name)

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(Business Address: No. Street City/ Town/ Province)

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Contact Person

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Company Telephone Number

SEC FORM 10.1 NOTICE OF EXEMPT TRANSACTION

1	2
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Month

fiscal year

3	1
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Day

FORM TYPE

Listed

Secondary License Type, If Applicable

1st Thursday of March

Month

Day

annual meeting

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Dept. Requiring this Doc.

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Total Amount of Borrowings

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Domestic

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Foreign

To be accomplished by SEC Personnel concerned

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File Number

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LCU

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Dociment I.D.

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Cashier

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STAMPS

METRO GLOBAL HOLDINGS CORPORATION

Name of issuer whose securities are being offered for sale or sold

3 January 2019

Date

SECURITIES AND EXCHANGE COMMISSION**SEC FORM 10.1****NOTICE OF/APPLICATION FOR CONFIRMATION EXEMPT TRANSACTION**

Check Applicable Box:

☐

Application for Commission's confirmation of availability of exemption

☒

Notice of Exempt Transaction

1. State the provision of Section 10.1 of the Code under which exemption is based:

Section 10.1 (i) Subscriptions for shares of the capital stock of a corporation in pursuance of an increase in its authorized capital stock under the Corporation Code, when no expense is incurred, or no commission, compensation or remuneration is paid or given in connection with the sale or disposition of such securities and only when the purpose for soliciting, giving or taking of such subscriptions is to comply with the requirements of such law as to the percentage of the capital stock of a corporation which should be subscribed before its authorized capital increased.

2. Information about the securities for which this Notice/Application has been filed:

(a) Title of class of securities being offered for sale/sold	Common shares from the 3 Billion Increase in Authorized Capital Stock ✓
(b) Form of payment	Conversion of Advances into Equity to the extent of P500,000,000.00; P250,000,000.00 to be agreed upon ✓
(c) Number and price/value of the securities being offered for sale/sold	750,000,000 Common Shares @ P1.00 per share ✓
(d) Are any of the issuer's securities listed on the Philippine Stock Exchange and, if so, describe which class is listed and latest trading price.	Yes. Common Shares. Trading suspended ✓
(e) Are the securities traded on any other trading market and, if so, disclose latest trading price	No. ✓
(f) Capital structure as of the date prior to this issuance:	
1) Authorized capital stock, par value, number of shares and amount	ACS: P2 Billion; 2 Billion Common Shares @P1.00 per share ✓
2) Subscribed capital stock, number of shares and amount	Subscribed: 2 Billion Common Shares at P1.00 per share ✓
3) Unissued shares	None ✓

3. Additional information about the securities where this Notice/Application is filed by the issuer thereof:

(a) Exact name of issuer as specified in its charter	Metro Global Holdings Corporation
(b) Place (province, country or other jurisdiction of incorporation) and date thereof	Mandaluyong City; 17 September 1954
(c) SEC Identification Number	ASO9124
(d) BIR Tax Identification Number	041-000-194-408
(e) Address of principal office	Mezzanine Floor, Renaissance Tower, Meralco Avenue, Pasig City
(f) Issuer's telephone number, including area code	(632) 6336205
(g) Former name or former address, if any, since filing of last report with the SEC	N/A
(h) Are any of the issuer's securities listed on the Philippine Stock Exchange and, if so, describe which class is listed and latest trading price.	Yes. Common Shares. Trading suspended.
(i) Other securities registered with the Commission under the Revised Securities Act or the Securities Regulation Code (title of each class, number of shares)	None.



2019/13

Date _____

(j) Describe any other offer for sale/sale of securities by the issuer for the last 12 months for which exemptive relief from registration was claimed under RSA or Section 10.1 of the Code. This should include the basis of exemption, class of securities, amount and number of investors.	None.
(k) Name of underwriter or selling agent involved in the sale	None.

4. If securities are being sold by the owner thereof, please disclose:

(a) Name of Selling Owner or Owner's Representative	Metro Global Holdings Corporation
(b) Date of acquisition and from whom (issuer, another person)	N/A
(c) Price of securities when acquired	N/A

5. Terms and Conditions of the Sale:

(a) Date and place of initiation of selling efforts (or proposed date and place of sale if prior confirmation is requested)	N/A
(b) Unless being sold by the issuer or the owner, please disclose name of person selling the securities and his authority	N/A
(c) Lock-Up Period	None.
(d) Summary of other terms and conditions of the sale.	None

6. Information about purchasersFor Applications for Confirmation: N/A

☒ Check if purchasers are **existing** stockholders and indicate the **number** of existing stockholder/s:
1,906 as of November 22, 2018

☐ Check if purchasers are **new** investors not exceeding 19 and indicate the **number** of new investor/s

(Note: A list containing the information required under this item shall be filed within 30 days from receipt of confirmation of exemption.)

For Notice of Exemption (Provide the following information:)

(a) Name, address and legal residence of each purchaser, and indicate whether each purchaser is a "qualified buyer" under Section 10.1(e) of the Code.	Fil-Estate Management, Inc. Mezzanine Floor, Renaissance Tower, Meralco Avenue Pasig City
(b) Number of shares which shall be purchased/ purchased by each purchaser	750,000,000 Common Shares
(c) For each purchaser, indicate whether such person is an officer, director or holder of at least 5% of any class of equity shares of the issuer	Fil-Estate Management, Inc. is the holder of 87.885% common shares of Issuer
(d) Indicate the class, number, and percentage of all shares of the issuer already owned by each purchaser	1,757,690,197 Common Shares representing 87.885% of total issued and outstanding stock of Issuer are already owned by Fil-Estate Management, Inc.

7. Exhibits

In addition to the above information, the applicant hereby submits with this Notice/Application the following documents:

- (a) Written Disclosure to Investors containing the required information under Paragraphs (1) and (iii)(d) (*in case of private placements only*) of SRC Rule 10.1; and
- (b) Copy of other materials to be used/used in connection with the offering for sale or sale. **None.**
- (c) If the consideration is other than cash, documents supporting the proper valuation of the payment to be received in exchange of the securities to be issued. **Attached are copies of Deed of Assignment & Subscription Agreement.**

8. Filing Fees

This notice with an application for confirmation of availability of an exemption under SRC Rule 10.1 of the Code has been submitted along with the payment of the prescribed fee in the amount of N.A. under O.R. No. N.A.. (*Fill this up if applicable only*)

Signatures

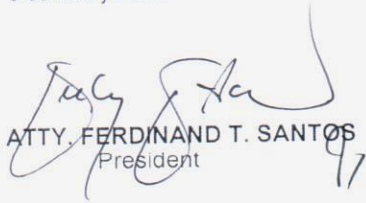
The undersigned hereby certifies that the exemption applied for hereunder is available and all requirements set forth in SRC Rule 10.1 have been complied with.

Pursuant to the requirements of the Code and SRC Rule 10.1 thereunder METRO GLOBAL HOLDINGS CORPORATION
(Name of Seller)

has caused this certification to be signed on its behalf by a duly authorized person who, in case of a juridical person, shall be the President thereof.

Date: 3 January 2019

By:


ATTY. FERDINAND T. SANTOS
President

Instruction

The applicant shall file with the Commission five (5) copies of this SEC Form 10.1, one of which shall be manually signed by a duly authorized person who, in case of a juridical person, shall be the President.

DEED OF ASSIGNMENT (of Advances)

KNOW ALL MEN BY THESE PRESENTS:

This Deed of Assignment is executed this DEC 17 2018 at Pasig City, Philippines by and between:

FIL-ESTATE MANAGEMENT, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Mezzanine Floor, Renaissance Towers, Meralco Avenue, Pasig City, represented herein by its President, FERDINAND T. SANTOS, hereinafter referred to as "FEMI";

- and -

METRO GLOBAL HOLDINGS CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Mezzanine Floor, Renaissance Towers, Meralco Avenue, Pasig City,, and represented herein by its Chief Financial Officer, RAMON G. JIMENEZ, hereinafter referred to as "MGH";

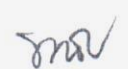
WITNESSETH: That -

WHEREAS, MGH is indebted to FEMI in the principal amount of P800,275,148.00 (the "Debt") arising from several advances made by FEMI to MGH as shown in Schedule "A" herein;

WHEREAS, FEMI has agreed to accept 500,000,000 common shares of stock of MGH (the "Debt Shares") with a par value of P1.00 per share in partial settlement of the Debt to the extent of P500,000,000.00;

NOW, THEREFORE, for and in consideration of the foregoing premises and the terms and conditions hereinafter set forth, the Parties hereby agree as follows:

1. Subject to the terms and conditions hereinafter contained, FEMI agrees to accept, in partial satisfaction of the Debt to the extent of P500,000,000.00, the Debt Shares consisting of 500,000,000 common shares of MGH with a par value of P1.00 per share. FEMI further agrees that upon issuance and delivery of the Debt Shares to FEMI, FEMI shall release MGH in respect of the Debt to the extent of P500,000,000.00 thereof, and acknowledges the partial repayment of the Debt to the extent of the amount of P500,000,000.00. For greater certainty, FEMI irrevocably waives any and all rights, claims and causes of action



relating to the P500,000,000.00 portion of the Debt herein repaid by MGH.

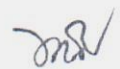
2. The issuance of the Debt Shares shall be conditioned on the (i) issuance of the Debt Shares being exempt from the registration requirements under applicable securities laws and the Securities Regulation Code, (ii) MGH receiving approval from the Securities and Exchange Commission for the issuance of the Debt Shares, and (iii) MGH receiving final approval from the Philippine Stock Exchange for the listing of the Debt Shares.
3. All taxes and expenses to be paid by reason of the assignment of the Debt Shares in favor of FEMI shall be for the account of MGH.
4. MGH hereby represents and warrants in favor of FEMI as follows:
 - (a) The Debt Shares shall be issued from the planned increase in the authorized capital stock of MGH from P2 billion pesos divided into 2 billion shares with a par value of P1.00 per share to P5 billion pesos divided into 5 billion shares with a par value of P1.00 per share (the "Increase").
 - (b) Upon approval of the Increase by the Securities and Exchange Commission (SEC), MGH will have full legal right and capacity to perform the obligations required under this Deed. This Deed constitutes and will constitute the legal binding obligation of MGH enforceable against it in accordance with the terms hereof.
 - (c) Immediately upon approval of the Increase, MGH shall submit its application with the Philippine Stock Exchange for the listing of the Debt Shares.
5. This Deed constitutes the entire agreement of the Parties regarding the assignment of the Shares to the Shareholder, and shall supersede any other expression of intent, document, or communication, oral or written. Any amendment of this Deed shall be in writing and signed by the Parties.

IN WITNESS WHEREOF, we have hereunto affixed our signatures on this Deed of Assignment on the date and place first above written.

FIL-ESTATE MANAGEMENT, INC

By:


FERDINAND T. SANTOS
President



By:

SIGNED IN THE PRESENCE OF:

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

BEFORE ME, a Notary Public for and in Pasig City this 17 day of DEC, 2018 personally appeared the following:

<u>Name</u>	<u>Competent Evidence of Identity</u>	<u>Expiration</u>
FERDINAND T. SANTOS	[REDACTED]	N/A
RAMON G. JIMENEZ	[REDACTED]	N/A

known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free voluntary act and deed as well as of the Corporations they herein represent.

This instrument refers to a Deed of Assignment consisting of 3 pages including this page wherein the acknowledgment is written and signed by the parties and their instrumental witnesses.

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

Doc. No. 988
Page No. 93
Book No. 272
Series of 2013

ATTY. JOSHUA P. LAPUZ
Attorney-at-Law, Office in Makati City
Appointed on Nov. 8, 2010 (12-11-2010)
P.O. No. 166787, Volume 1, 2018, Makati
Roll No. 477, 478, 479, Volume Roll No. 04897
M.C. No. 166787, Vol. 2, 1-13-2016
614 Commonwealth Avenue, 3rd Floor, Bldg. Street,
Triasp Center, Makati City

SUBSCRIPTION AGREEMENT

AMONG

METRO GLOBAL HOLDINGS CORPORATION

AND

FIL-ESTATE MANAGEMENT, INC.

ON THIS 24 September 2018

This Subscription Agreement (the "**Agreement**") is made and entered into this 24th day of September, 2018 at Pasig City, by and between:

Metro Global Holdings Corporation, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at the Mezzanine Floor, Renaissance Towers, Meralco Avenue, Pasig City (hereinafter referred to as the "**Corporation**"), represented herein by its Chairman, Robert John L. Sobrepena, Jr.;

— and —

Fil-Estate Management, Inc., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at the Mezzanine Floor, Renaissance Towers, Meralco Avenue, Pasig City (hereinafter referred to as the "**Subscriber**"), represented herein by its President, Ferdinand T. Santos;

(the Corporation and Subscriber are hereinafter collectively referred to as the "**Parties**")

WITNESSETH:That-

WHEREAS, the Corporation is a publicly-listed holding company, which holds interests in various companies enumerated in Schedule 1 hereof (the "**Affiliates**");

WHEREAS, the Subscriber holds an aggregate of One Billion Seven Hundred Fifty Nine Million Seven Hundred Fifty Thousand One Hundred Ninety Five (1,759,750,195) fully paid common shares representing a total of Eighty-Seven & 99 Hundredths Percent (87.99%) of the current and existing capital stock of the Corporation;

WHEREAS, on 24 September 2018 at least a majority of the Board of Directors of the Corporation, approved the increase in the authorized capital stock of the Corporation from Two Billion Pesos (Php2,000,000,000.00) divided into Two Billion (2,000,000,000) common shares each with a par value of One Peso (Php1.00), to Five Billion Pesos (Php5,000,000,000.00) divided into Five Billion (5,000,000,000) common shares each with a par value of One Peso (Php1.00) (the "**Capital Increase**");

WHEREAS, the Capital Increase shall be presented for approval of the stockholders of the Corporation in the forthcoming Annual Stockholders' Meeting of the Corporation scheduled to be held on 22 November 2018;

WHEREAS, the Corporation shall file an application before the Philippine Securities and Exchange Commission ("SEC") for the aforesaid Capital Increase, and shall thereafter file an application before the Philippine Stock Exchange ("PSE") for the listing of the shares to be issued out of the same;

WHEREAS, as of execution date of this Agreement, the Subscriber has made accumulated advances to the Corporation in the amount of Five Hundred Million Pesos (P500,000,000.00) as shown by the Schedule of Advances herein attached as Annex "A" (the "**Advances**");

WHEREAS, the Subscriber has offered to subscribe to shares of the Corporation to be issued out of the Capital Increase, and the Corporation has accepted the offer of

the Subscriber under the terms and conditions set forth below

NOW, THEREFORE, pursuant to the foregoing premises, and in consideration of the mutual covenants of the Parties set forth herein, the Parties hereby agree as follows:

ARTICLE I SUBSCRIPTION TO SHARES

Subject to the fulfillment and satisfaction of the Conditions Precedent to Closing under Article II of this Agreement:

- 1.1 The Subscriber hereby subscribes to Seven Hundred Fifty Million (750,000,000) common shares of the capital stock of the Corporation at par value of P1.00 per share to be issued out of the Capital Increase (the "Subscribed Shares") at an aggregate subscription price of Seven Hundred Fifty Million Pesos (P750,000,000.00) (the "Subscription Price").
- 1.2 The Subscription Price shall be paid by the Subscriber to the Corporation in the following manner:
 - (a) The amount of Five Hundred Million Pesos (P500,000,000.00) shall be paid by the assignment of Subscriber's Advances to the Corporation in the aggregate amount of Five Hundred Million Pesos (P500,000,000.00) which Advances are detailed in Annex "A" herein.
 - (b) The amount of Two Hundred Fifty Million Pesos (P250,000,000.00) shall be paid in a manner to be agreed upon by the Parties after the approval of the Capital Increase.

ARTICLE II CLOSING

- 2.1 Unless otherwise waived by the Subscriber, the subscription of the Subscriber to the Subscribed Shares is conditioned upon the occurrence of all of the following events ("Conditions Precedent to Closing") ("Closing"):
 - (a) Proof of the approval of the board of directors of the Corporation for the execution by the Corporation of this Agreement with the Subscriber;
 - (b) The receipt by the Corporation of a written advice and confirmation from the SEC to the effect that the subscription of the Subscriber to the Subscribed Shares is a transaction which is exempt from registration under the Philippine Securities Regulation Code;
 - (c) The approval by the SEC of the Capital Increase;
 - (d) The filing of an application with the PSE for the listing of the Subscribed Shares;
 - (e) The approval by the PSE of the listing of the Subscribed Shares;

ARTICLE III COVENANTS AND UNDERTAKINGS

- 3.1 Unless otherwise extended by the Subscriber, within 15 days from the approval

of the Increase by shareholders of the Corporation representing at least 2/3 of the issued and outstanding capital stock, the Corporation shall cause the filing with the SEC of an application for the Capital Increase and the corresponding amendment of the Articles of Incorporation of the Corporation, in form and substance acceptable to the Subscriber, and upon approval thereof, cause the payment of the applicable documentary stamp taxes with the Bureau of Internal Revenue ("BIR") within the periods prescribed by applicable law, and immediately after payment, shall present proof of such payment to the Subscriber.

- 3.2 Unless otherwise extended by the Subscriber, the Corporation shall likewise cause the filing with the PSE of an application for the listing of the Subscribed Shares within 15 days from the SEC approval of the Capital Increase.

ARTICLE IV MISCELLANEOUS

- 4.1 Entire Agreement; Amendments. This Agreement, including the annexes and schedules attached hereto which are made an integral part hereof, constitutes the entire agreement of the Parties with respect to the subscription of the Subscriber to the Subscribed Shares, and shall supersede any prior expressions of intent and understanding with respect to the subject matter hereof, whether oral, written or implied. This Agreement may not be amended except in writing signed by all Parties hereto.
- 4.2 Severability. If any provision of this Agreement, or the application thereof to any Party hereto, is held illegal, null, void, unenforceable or otherwise invalid by any law, decree, ordinance or judicial or administrative decision, such holding shall not affect the other provisions of this Agreement, which shall continue in full force and effect. In such event, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

ARTICLE V TAXES AND EXPENSES

- 5.1 All documentary stamp taxes due on the issuance of the Subscribed Shares, SEC and PSE filing fees, and other costs and out-of-pocket expenses incurred in connection with the Capital Increase, the application for the same with the SEC, and the listing of the Subscribed Shares with the PSE, shall be for the account of the Corporation.
- 5.2 Except as otherwise provided herein, each Party shall bear its own costs and expenses, including, without limitation, legal expenses, incurred in connection with the negotiation, preparation, execution and implementation of this Agreement.

IN WITNESS THEREOF, the Parties have read, understood and agreed to the terms and conditions of this Agreement and have hereunto executed this Agreement through their duly authorized representatives this 24 September 2018, in the City of Pasig, Philippines.


FIL-ESTATE MANAGEMENT, INC.

By:



FERDINAND T. SANTOS
President

METRO-GLOBAL HOLDINGS CORPORATION

By:


ROBERT JOHN L. SOBREPENNA
Chairman




SIGNED IN THE PRESENCE OF:

 _____

ACKNOWLEDGMENT

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

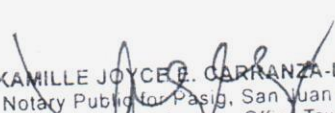
BEFORE ME, a Notary Public for and in PASIG CITY, on this NOV 07 2018 day of _____, 2018, personally appeared the following:

<u>Name</u>	<u>Government ID</u>	<u>Date/Place Issued</u>
Fil-Estate Management, Inc. represented by: Ferdinand T. Santos	 	
Metro Global Holdings Corp. Represented by: Robert John Sobrepena		

identified by me through competent evidence of identity to be the same persons who executed the foregoing instrument, which consists of 5 pages including this page on which the acknowledgment appears, and who confirmed to me that the same is their free and voluntary act and deed and of the corporations they represent.

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

Doc. No. 96 ;
Page No. 21 ;
Book No. x11 ;
Series of 2018.


KAMILLE JOYCE E. GARRANZA-DITANGAN
Notary Public for Pasig, San Juan & Pateros
M/E Renaissance Office Towers
Meralco Avenue, Ortigas Center, Pasig City
Roll of Attorneys No. 58810
Appointment No. 16 (2017-2018)
Commission Expires on December 31, 2018
PTR No. 3863838 / 01.04.2018 / Pasig
SIBP LRN No. 988060 / 01.08.2015 / Cavite
MCLE No. V-0010034 / 8.26.2015