



Republic of the Philippines
BATANGAS CITY

Office of the Sangguniang Panlungsod

Tel. No. 723-2175

ORDINANCE NO. 4 S. 2015

AN ORDINANCE RATIFYING THE SIX HUNDRED FIFTY MILLION PESOS (P 650,000,000.00) OR THE OMNIBUS TERM LOAN FACILITY AGREEMENT BETWEEN THE CITY GOVERNMENT OF BATANGAS AND LAND BANK OF THE PHILIPPINES INCLUDING ALL TERMS AND CONDITIONS PROVIDED THEREIN, SUBJECT TO ALL LAWS AND EXISTING LEGAL RULES AND PROCEDURES

AUTHORED BY : COUN. ALYSSA RENE C. ATIENZA
SPONSORED BY : COMMITTEE ON LAWS, RULES AND REGULATIONS

WHEREAS, Section 458 (2) iii of Republic Act 7160 otherwise known as the Local Government Code of 1991 provides that the Sangguniang Panlungsod has the power to:

"Subject to the provisions of Book II of this Code and upon the majority vote of all the members of the Sangguniang Panlungsod, authorize the City Mayor to negotiate and contract loans and other forms of indebtedness";

WHEREAS, the Sangguniang Panlungsod of Batangas City issued Resolution No. 339 S. 2014, authorizing the City Mayor Eduardo B. Dimacuha to negotiate for a Loan Agreement with the Land Bank of the Philippines;

WHEREAS, the Land Bank of the Philippines requires, among others, an ordinance expressly ratifying certain provisions of the Loan Agreement entered into by the City Mayor.

NOW THEREFORE, BE IT ENACTED, AS IT IS HEREBY ENACTED, by the Sangguniang Panlungsod, by virtue of the powers vested in it by law, in Session assembled, that:

SECTION 1. The following enactment and documents be ratified in their entirety, including all provisions, terms and conditions stipulated therein, to wit:

- a) **AUTHORITY OF THE CITY MAYOR.** This Ordinance grants authority to the City Mayor to enter into, or otherwise ratifies agreement already entered into by the City Mayor, for obtaining a loan from the Land Bank of the Philippines in the maximum amount allowable within the Local Government Unit's paying capacity.
- b) The Omnibus Term Loan Facility amounting to SIX HUNDRED FIFTY MILLION PESOS (P 650,000,000.00) approved by the Land Bank of the Philippines on March 03, 2015, is subject to the following terms and conditions:



Republic of the Philippines
BATANGAS CITY

Office of the Sangguniang Panlungsod

Tel. No. 723-2175

2

Continuation of Ordinance No. 4 S. 2015.

AN ORDINANCE RATIFYING THE SIX HUNDRED FIFTY MILLION PESOS (P 650,000,000.00) OR THE OMNIBUS TERM LOAN FACILITY AGREEMENT BETWEEN THE CITY GOVERNMENT OF BATANGAS AND LAND BANK OF THE PHILIPPINES INCLUDING ALL TERMS AND CONDITIONS PROVIDED THEREIN, SUBJECT TO ALL LAWS AND EXISTING LEGAL RULES AND PROCEDURES

A. Terms and Conditions

1. Purpose of the Loan - To finance projects listed in the Annual Investment Plan or Development Plan.
2. Interest Rate - At LBP prevailing rate at the time of availment.
3. Availability - Availability period of three (3) years provided that at least one (1) project has started within the 1st year of approval of the loan facility.
4. Tenor - Up to ten (10) years for construction projects and seven (7) years for acquisition of equipment.
5. Collateral - Deed of Assignment of 20% of Internal Revenue Allotment (IRA).

B. Other Terms and Conditions

1. Fees and Charges - the following fees shall be collected:
 - a. Handling fee - 1.0% based on approved amount
 - b. Commitment fee - $\frac{1}{2}$ of 1.0% of the unavailed portion of the loan
 - c. Penalty - in case of non-payment on due date, a penalty of 24% per annum shall be charged.
2. APPROVAL. The Sangguniang Panlungsod hereby approves / ratifies the following specific covenants entered into by the City Mayor contained in the Loan Agreement with the Land Bank of the Philippines:



Republic of the Philippines
BATANGAS CITY

Office of the Sangguniang Panlungsod

Tel. No. 723-2175

3

Continuation of Ordinance No. 4 S. 2015

AN ORDINANCE RATIFYING THE SIX HUNDRED FIFTY MILLION PESOS (P 650,000,000.00) OR THE OMNIBUS TERM LOAN FACILITY AGREEMENT BETWEEN THE CITY GOVERNMENT OF BATANGAS AND LAND BANK OF THE PHILIPPINES INCLUDING ALL TERMS AND CONDITIONS PROVIDED THEREIN, SUBJECT TO ALL LAWS AND EXISTING LEGAL RULES AND PROCEDURES

- a. All previous representations, acts, warranties and all the terms and condition of the loan;
- b. The assignment of the Internal Revenue Allotment (IRA) and other income, revenues and collection as collateral/security to the loan obtained hereby declaring them to be available and not restricted by law or obligation;
- c. The direction to the City Treasurer and City Accountant to enter the loan in the appropriate books of account of the Batangas City Government;
- d. The designation of the Land Bank of the Philippines as the official depository bank for IRA and as the major depository bank for the deposits, revenues and collections, which designation shall not be revoked while the loan obligations remain outstanding;
- e. The commitment of the City Government of Batangas City the amount for loan repayment in its Annual Budget until the loan, interest, and other charges are fully paid;
- f. The authority to the Land Bank of the Philippines to deduct for set-off and/or deduct amounts from general funds of the Batangas City Government with the Land Bank of the Philippines and to apply the same to the payment of the loan or any portion thereof, or interests and penalties thereon as may be deemed necessary by the Land Bank of the Philippines;



Republic of the Philippines
BATANGAS CITY

Office of the Sangguniang Panlungsod

Tel. No. 723-2175

4

Continuation of Ordinance No. 4 S. 2015

AN ORDINANCE RATIFYING THE SIX HUNDRED FIFTY MILLION PESOS (P 650,000,000.00) OR THE OMNIBUS TERM LOAN FACILITY AGREEMENT BETWEEN THE CITY GOVERNMENT OF BATANGAS AND LAND BANK OF THE PHILIPPINES INCLUDING ALL TERMS AND CONDITIONS PROVIDED THEREIN, SUBJECT TO ALL LAWS AND EXISTING LEGAL RULES AND PROCEDURES

g. The waiver of confidentiality of information on investment/bank deposit.

C. The Omnibus Term Loan Agreement executed between the City Government of Batangas and the Land Bank of the Philippines dated March 03, 2015, as follows:

LOAN AGREEMENT

This **AGREEMENT**, made and executed on this 3rd day of March, 2015 in the CITY OF BATANGAS, Province of Batangas, Philippines, by and between:

LAND BANK OF THE PHILIPPINES (LBP), a government banking institution duly organized and existing under and by virtue of the provisions of R.A. No. 3844, as amended, with principal office at Land Bank Plaza, 1598 M.H. del Pilar cor. Dr. Quintos Streets, Malate, Manila, Philippines, and with branch/lending office at Laurel National Highway, Brgy. Maraouy, Lipa City, Batangas represented in this Act by its President & CEO, **GILDA E. PICO**, thru its Batangas Lending Center Head, **JOHN AXEL E. MELENDRES**, hereinafter referred to as the "**LENDER/LBP**";

-and-

City Government of Batangas, a local government unit (LGU) existing within the territory and jurisdiction of the Republic of the Philippines, with principal office at Poblacion, Batangas City, represented herein by its City Mayor, **HON. EDUARDO B. DIMACUHA**, hereinafter referred to as the "**BORROWER/LGU**";



Republic of the Philippines
BATANGAS CITY

Office of the Sangguniang Panlungsod

Tel. No. 723-2175

5

Continuation of Ordinance No. 4 S. 2015

AN ORDINANCE RATIFYING THE SIX HUNDRED FIFTY MILLION PESOS (P 650,000,000.00) OR THE OMNIBUS TERM LOAN FACILITY AGREEMENT BETWEEN THE CITY GOVERNMENT OF BATANGAS AND LAND BANK OF THE PHILIPPINES INCLUDING ALL TERMS AND CONDITIONS PROVIDED THEREIN, SUBJECT TO ALL LAWS AND EXISTING LEGAL RULES AND PROCEDURES

-WITNESSETH: That-

WHEREAS, the **BORROWER/LGU** has applied with the **LENDER/LBP** for an Omnibus Term Loan Facility in the total amount of Philippines **PESOS: SIX HUNDRED FIFTY MILLION ONLY (P 650,000,000.00)** to finance projects listed in the approved Annual Investment Plan or Development Plan and the **LENDER/LBP** is agreeable to grant the said Loan applied for.

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations hereinafter mentioned and provided, the parties hereto have agreed, as they hereby agree, to enter into this Loan Agreement (the Agreement), subject to the specific terms and conditions:

SECTION 1. AMOUNT - The **LENDER/LBP** hereby grants, under the terms and conditions set forth in this Agreement and other related documents, contracts, instruments or papers an Omnibus Term Loan Facility in the principal sum of **PESOS: SIX HUNDRED FIFTY MILLION ONLY (P 650,000,000.00)** Philippine Currency, or up to the net borrowing capacity of LGU or actual contract price or validated cost whichever is lowest, hereinafter called the "LOAN".

SECTION 2. PURPOSE OF THE LOAN - To finance projects listed in the Annual Investment Plan or Development Plan.

SECTION 3. TENOR - For Construction Project :
Up to ten (10) years

For Acquisition of Equipment :
Up to seven (7) years

SECTION 4. AVAILABILITY - Availability period of three (3) years provided that at least one(1) project has started within the 1st year of approval of the loan facility.



Republic of the Philippines
BATANGAS CITY

Office of the Sangguniang Panlungsod

Tel. No. 723-2175

6

Continuation of Ordinance No. 4 S. 2015

AN ORDINANCE RATIFYING THE SIX HUNDRED FIFTY MILLION PESOS (P 650,000,000.00) OR THE OMNIBUS TERM LOAN FACILITY AGREEMENT BETWEEN THE CITY GOVERNMENT OF BATANGAS AND LAND BANK OF THE PHILIPPINES INCLUDING ALL TERMS AND CONDITIONS PROVIDED THEREIN, SUBJECT TO ALL LAWS AND EXISTING LEGAL RULES AND PROCEDURES

SECTION 5. INTEREST RATE - At LBP prevailing rate at the time of availment.

SECTION 6. PENALTY - In case of non-payment on due date, a penalty of 24% per annum shall be charged.

SECTION 7. COLLATERALS - The "LOAN" is secured by the Deed of Assignment of 20% of Internal Revenue Allotment (IRA).

SECTION 8. PRE-RELEASE REQUIREMENTS - Release shall be subject to submission of the following:

- 8.1 Sangguniang Panlungsod Resolution approving the Annual Investment Plan
- 8.2 Monetary Board Opinion on the probable effects of the proposed borrowings on the monetary aggregates, the price level and balance of payments.
- 8.3 Contractor's All Risks Insurance duly endorsed in favor of LANDBANK
- 8.4 Duly approved and awarded contracts for the proposed project
- 8.5 Bill of Materials, Specifications and Program of Works duly approved by the LGU
- 8.6 Environmental Clearance Certificate (ECC), if applicable
- 8.7 Proof of LGU's ownership of the proposed site
- 8.8 Submission of Sangguniang Panlungsod Ordinance expressly:



Republic of the Philippines
BATANGAS CITY

Office of the Sangguniang Panlungsod

Tel. No. 723-2175

7

Continuation of Ordinance No. 4 S. 2015

AN ORDINANCE RATIFYING THE SIX HUNDRED FIFTY MILLION PESOS (P 650,000,000.00) OR THE OMNIBUS TERM LOAN FACILITY AGREEMENT BETWEEN THE CITY GOVERNMENT OF BATANGAS AND LAND BANK OF THE PHILIPPINES INCLUDING ALL TERMS AND CONDITIONS PROVIDED THEREIN, SUBJECT TO ALL LAWS AND EXISTING LEGAL RULES AND PROCEDURES

- a. Approving all previous representations, acts, warranties and all the terms and condition of the loan;
 - b. Authorizing the assignment of the Internal Revenue Allotment (IRA) and other income, revenues and collection as collateral/security to the loan obtained and declaring them to be available and not restricted by law or its obligations;
 - c. Directing the LGU Treasurer and Accountant to enter the loan in the appropriate books of the LGU;
 - d. Designating the LBP as the LGU's official depository bank for IRA and major depository bank for its other deposits, revenue and collections, which designation shall not be revoked while the loan obligations remain outstanding and directing the LGU Secretary to provide a copy of this Resolution to DBM or other IRA-administering office;
 - e. Appropriating the amount for loan repayment in the LGU's annual budget until the loan, interest and other charges are fully paid;
 - f. Authorizing the LBP to deduct for set-off and/or deduct amounts from general funds of the LGU with LBP and apply the same to the payment of the loan or any portion thereof, or interests and penalties thereon as may be deemed necessary by the LBP; and
 - g. Waiving the confidentiality of information on investment/bank deposit.
- 8.9 Provincial validation of the City ordinance;



Republic of the Philippines
BATANGAS CITY

Office of the Sangguniang Panlungsod

Tel. No. 723-2175

8

Continuation of Ordinance No. 4 S. 2015

AN ORDINANCE RATIFYING THE SIX HUNDRED FIFTY MILLION PESOS (P 650,000,000.00) OR THE OMNIBUS TERM LOAN FACILITY AGREEMENT BETWEEN THE CITY GOVERNMENT OF BATANGAS AND LAND BANK OF THE PHILIPPINES INCLUDING ALL TERMS AND CONDITIONS PROVIDED THEREIN, SUBJECT TO ALL LAWS AND EXISTING LEGAL RULES AND PROCEDURES

- 8.10 Sanggunian Resolution approving contract prior to issuance of notice to proceed;
- 8.11 Certification by the Budget Officer, Accountant and Treasurer noted by the LC that:
- a. The amounts for equity, repairs and maintenance of the project and equipment, insurance premium and the repayment on principal, interest and other charges on the loan have been fully appropriated and that the full provisions have been made;
 - b. The sources of repayment are available and not restricted by law or other obligations;
 - c. The contractual obligations shall be or has been entered into the appropriate books of accounts of the LGU;
 - d. The loan shall be used exclusively to finance the construction purchase of Land and Development of New;
 - e. The City Government of Batangas shall annually submit to Landbank a certification on the said appropriation;
- 8.12 Joint Certification from the Bids and Awards Committee (BAC) and by the Mayor that the LGU has complied with RA 9184 or Harmonized Procurement Procedure as well as COA rules and regulations.
- 8.13 Submission of the LGU the certification executed by the SP Secretary the posting of the Ordinance in compliance with LGU Code or effectivity of Ordinance.
- 8.14 Insurable object of financing shall be insured and endorsed in favor of LANDBANK.



Republic of the Philippines
BATANGAS CITY

Office of the Sangguniang Panlungsod

Tel. No. 723-2175

9

Continuation of Ordinance No. 4 S. 2015

AN ORDINANCE RATIFYING THE SIX HUNDRED FIFTY MILLION PESOS (P 650,000,000.00) OR THE OMNIBUS TERM LOAN FACILITY AGREEMENT BETWEEN THE CITY GOVERNMENT OF BATANGAS AND LAND BANK OF THE PHILIPPINES INCLUDING ALL TERMS AND CONDITIONS PROVIDED THEREIN, SUBJECT TO ALL LAWS AND EXISTING LEGAL RULES AND PROCEDURES

SECTION 9. POST RELEASE REQUIREMENTS:

The **BORROWER/LGU** shall annually appropriate in their respective budgets such amount sufficient to pay the loan and other indebtedness or contractual obligation. For this purpose, the **BORROWER/LGU** shall annually submit to **LENDER/LBP** a certification on the appropriation that:

9.1. The proposed sources of repayment are available and not restricted by law or its obligations.

9.2 The contractual obligation/loan shall be entered in the **BORROWER/LGU** Books of Accounts.

SECTION 10. OTHER TERMS AND CONDITIONS:

10.1 The LGU shall not sell, convey, dispose or mortgage the object of financing for as long as the loan is outstanding.

10.2 Cost overrun shall be shouldered by the LGU.

10.3 The 2% prepayment fee based on the prepaid amount shall be waived, except in case of loan take-out.

10.4 The bank reserves the right to withhold loan releases should there be:

10.4.1. A case filed against the LGU or its officials involving the project to be financed;

10.4.2. An adverse finding on the project or object of financing; or

10.4.3. Withdrawal of the Sangguniang Panlungsod the authority given to the Local Chief Executive to contract loan.



Republic of the Philippines
BATANGAS CITY

Office of the Sangguniang Panlungsod

Tel. No. 723-2175

10

Continuation of Ordinance No. 4 S. 2015

AN ORDINANCE RATIFYING THE SIX HUNDRED FIFTY MILLION PESOS (P 650,000,000.00) OR THE OMNIBUS TERM LOAN FACILITY AGREEMENT BETWEEN THE CITY GOVERNMENT OF BATANGAS AND LAND BANK OF THE PHILIPPINES INCLUDING ALL TERMS AND CONDITIONS PROVIDED THEREIN, SUBJECT TO ALL LAWS AND EXISTING LEGAL RULES AND PROCEDURES

10.5 BIR, SSS, Philhealth and other government remittances shall be coursed thru LBP, if applicable.

10.6 LBP shall be authorized to debit from the LGU's deposit account with the bank the amount of amortization due, insurance premium and other loan charges.

10.7 The LGU shall give its consent to LANDBANK to disclose credit information about the LGU to other banks, financial institutions, the Banker's Association of the Philippines - Credit Bureau (BAP-CB) and other bureaus and institutions.

10.8 The BORROWER/LGU shall direct the Treasurer and the Accountant to enter the loan in the appropriate books of the BORROWER/LGU.

10.9 Insurable object of financing shall be insured and endorsed in favor of LANDBANK.

SECTION 11. DELAYED PAYMENT PENALTY - In case the principal, interest and other charges on the loan or any amortization is not paid on their due dates (including those that may be due by acceleration), the **BORROWER/LGU** shall be charged a **penalty of twenty four percent (24%) per annum** to accrue immediately on the day following the due date of the loan amortization up to the date of actual settlement. The basis for the computation of the penalty charge shall be the overdue principal portion of the loan, interest and other amounts due under this Agreement.

SECTION 12. PLACE OF PAYMENT - All payments to be made by the BORROWER/LGU under this Agreement or any promissory note/s or any other evidence of indebtedness in connection herewith shall be made to the **LENDER/LBP** at its **BATANGAS Branch, Poblacion, Batangas City** or at any other office which the **LENDER/LBP** may designate in writing to the BORROWER/LGU from time to time.



Republic of the Philippines
BATANGAS CITY

Office of the Sangguniang Panlungsod

Tel. No. 723-2175

11

Continuation of Ordinance No. 4 S. 2015

AN ORDINANCE RATIFYING THE SIX HUNDRED FIFTY MILLION PESOS (P 650,000,000.00) OR THE OMNIBUS TERM LOAN FACILITY AGREEMENT BETWEEN THE CITY GOVERNMENT OF BATANGAS AND LAND BANK OF THE PHILIPPINES INCLUDING ALL TERMS AND CONDITIONS PROVIDED THEREIN, SUBJECT TO ALL LAWS AND EXISTING LEGAL RULES AND PROCEDURES

SECTION 13. VENUE IN CASE OF LITIGATION - The venue of any action that may arise hereunder or in connection with this Agreement, the Promissory Note and related documents shall be exclusively in the jurisdiction of the proper courts of Manila, where the LENDER's/LBP's Head Office is located and/or in the **Province of Batangas** where the LENDER's/LBP's Branch Office/Lending Center where the loan was transacted and/or where the mortgaged property is located, at the option of the LENDER/LBP.

SECTION 14. GENERAL TERMS AND CONDITIONS - All the clauses included under the General conditions of the Loan Agreement are also being ratified as follows:

- 14.1 Disbursement/Releases of the Proceeds of the LOAN
- 14.2 Promissory Notes and Evidences of Indebtedness
- 14.3 Payments in Case of Extraordinary Inflation and Deflation
- 14.4 Application of Payment
- 14.5 Lien in favor of the LENDER/LBP over the BORROWER's/LGU's Property/Assets
- 14.6 Right of Lender to Assign Rights
- 14.7 Insurance Coverage
- 14.8 Substitute or Additional Collaterals
- 14.9 Payment of Taxes, Assessments, etc. if any on the Mortgage/Encumbered Property
- 14.10 Affirmative Covenants
- 14.11 Negative Covenants
- 14.12 Representations and Warranties



Republic of the Philippines
BATANGAS CITY

Office of the Sangguniang Panlungsod

Tel. No. 723-2175

12

Continuation of Ordinance No. 4 S. 2015

AN ORDINANCE RATIFYING THE SIX HUNDRED FIFTY MILLION PESOS (P 650,000,000.00) OR THE OMNIBUS TERM LOAN FACILITY AGREEMENT BETWEEN THE CITY GOVERNMENT OF BATANGAS AND LAND BANK OF THE PHILIPPINES INCLUDING ALL TERMS AND CONDITIONS PROVIDED THEREIN, SUBJECT TO ALL LAWS AND EXISTING LEGAL RULES AND PROCEDURES

- 14.13 Conditions Precedent
- 14.14 Conditions Concurrent
- 14.15 Additional Conditions
- 14.16 Events of Default
- 14.17 Consequences of Default
- 14.18 Right of LENDER to Inspect or Visit Premises
of the Project of the BORROWER
- 14.19 Right of Compensation
- 14.20 Failure to Exercise Right
- 14.21 Changes in the Laws, Etc.
- 14.22 Effect of a Provision that May Be Declared
Unlawful/Void
- 14.23 Termination of the Loan
- 14.24 Damages/Penalties in Case of Violation of any
Provision Hereof
- 14.25 Out-of-Pocket Expenses
- 14.26 Non-Subordination of the LOAN
- 14.27 Compliance with Law
- 14.28 Effect of the Rules and Regulations
Circulars, etc. of the BSP
- 14.29 Attorney's Fees

IN WITNESS WHEREOF, we hereby sign this Agreement at the place and on the date first above-written.



Republic of the Philippines
BATANGAS CITY
Office of the Sangguniang Panlungsod
Tel. No. 723-2175

13

Continuation of Ordinance No. 4 S. 2015

AN ORDINANCE RATIFYING THE SIX HUNDRED FIFTY MILLION PESOS (P 650,000,000.00) OR THE OMNIBUS TERM LOAN FACILITY AGREEMENT BETWEEN THE CITY GOVERNMENT OF BATANGAS AND LAND BANK OF THE PHILIPPINES INCLUDING ALL TERMS AND CONDITIONS PROVIDED THEREIN, SUBJECT TO ALL LAWS AND EXISTING LEGAL RULES AND PROCEDURES

LAND BANK OF THE PHILIPPINES
(Lender/LBP)

CITY GOVERNMENT OF BATANGAS
(Borrower/LGU)

by: **GILDA E. PICO**
President & CEO

by: **HON. EDUARDO B. DIMACUHA**
City Mayor

Thru:

JOHN AXEL E. MELENDRES
DM/Head, Batangas LC

Signed in the Presence of:

PERLA M. MONTANO

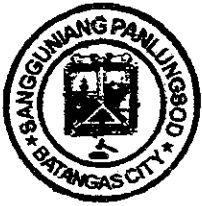
ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
Province of Batangas) S.S.

In the City Government of Batangas, Province of Batangas, Philippines, on this 3rd day of March, 2015 at personally appeared the following persons:

NAME	IDENTIFICATION PRESENTED	DATE/PLACE/ AGENCY
JOHN AXEL E. MELENDRES	Employee ID No. C-385	LBP-Manila 2017/04/01
EDUARDO B. DIMACUHA	Pro.Driv.Lic No. D01-70-027962	2017/04/01

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



Republic of the Philippines
BATANGAS CITY

Office of the Sangguniang Panlungsod

Tel. No. 723-2175

14

Continuation of Ordinance No. 4 S. 2015

AN ORDINANCE RATIFYING THE SIX HUNDRED FIFTY MILLION PESOS (P 650,000,000.00) OR THE OMNIBUS TERM LOAN FACILITY AGREEMENT BETWEEN THE CITY GOVERNMENT OF BATANGAS AND LAND BANK OF THE PHILIPPINES INCLUDING ALL TERMS AND CONDITIONS PROVIDED THEREIN, SUBJECT TO ALL LAWS AND EXISTING LEGAL RULES AND PROCEDURES

This instrument refers to a Loan of Agreement consisting of fourteen (14) pages including this page where the acknowledgement is written, all of which have been signed by the parties and witnesses.

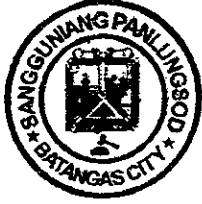
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and on the date first above-written.

Doc. No. 115;
Page No. 23;
Book No. IV;
Series of 2015.

SECTION 2. CONDITION. The grant of authority in the City Mayor and the ratification of the specific covenants entered into by him in relation to the Loan Agreement with the Land Bank of the Philippines are subject to the condition that all pertinent laws, ordinances, rules and regulations shall be strictly complied within the obtaining implementation and use of funds proceeding from the loan from the Land Bank of the Philippines. The approval of the said ordinance ratifying the Omnibus Term Loan Facility worth P650,000,000.00 **provided that all the necessary documents and requirements specified by existing laws, rules and regulations are complied with, including the** Bureau of Local Government Finance Certificate of Maximum Borrowing and Debt Service Capacity; Monetary Board Opinion on the probable effects of their loans and other borrowings on prices, monetary aggregates and the balance of payments; and list of the projects that are to be funded by the Omnibus Term Loan Facility shall be submitted to the Committee.

SECTION 3. SEPARABILITY CLAUSE. If for any reason any part of this Ordinance shall be held unconstitutional or invalid other parts thereof which are not affected thereby shall continue to be in full force or effect.

SECTION 4. REPEALING CLAUSE - All ordinances, rules and regulations, orders or parts thereof which are inconsistent with the provisions of this Ordinance are hereby repealed or modified accordingly.



Republic of the Philippines
BATANGAS CITY

Office of the Sangguniang Panlungsod

Tel. No. 723-2175

15

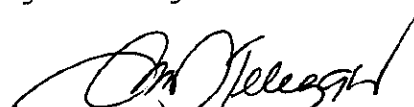
Continuation of Ordinance No. 4 S. 2015

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SECTION 5. EFFECTIVITY. This Ordinance shall take effect upon approval of the City Mayor.

SECTION 6. Let a copy of this ordinance be furnished to the Land Bank of the Philippines (LBP), the Bangko Sentral ng Pilipinas (BSP) and other concerned offices for their information, guidance and reference.

ENACTED by the Sangguniang Panlungsod this 20th day of April, 2015.



ATTY. OLIVA D. TELEGATOS
Secretary
Sangguniang Panlungsod

ATTESTED:

(The Presiding Officer declines to affix his signature based on the attached manifestations.)

EMILIO FRANCISCO A. BERBERABE JR.
Presiding Officer

APPROVED:


EDUARDO B. DIMACUHA
City Mayor
Date Approved: 04-21-15



Republic of the Philippines
BATANGAS CITY

Office of the Sangguniang Panlungsod

Tel. No. 723-2175

MANIFESTATION

Date: April 13, 2015

Subject: ORDINANCE RATIFYING THE SIX HUNDRED FIFTY MILLION PESOS (P650,000,000.00) LOAN AGREEMENT BETWEEN THE CITY GOVERNMENT OF BATANGAS AND LAND BANK OF THE PHILIPPINES INCLUDING ALL TERMS AND CONDITIONS PROVIDED THEREIN, SUBJECT TO ALL LAWS AND EXISTING LEGAL RULES AND PROCEDURES

For the same reason that I expressed my manifestation with regards to the Php. 350,000,000.00 Loan Agreement, the same is true to the ratification of the Php650,000,000.00 Omnibus Term Loan Facility.

Wala naman pong kuwestyon na ang Lungsod ay isang Pampublikong Korporasyon at may mga kapangyarihan at awtoridad tulad na lamang ng pakikipagkasundo at pagpasok sa mga Kontrata. Lamang ay may mga kondisyon na dapat sundin.

It is clearly indicated in the Local Finance Circular No 1-2012 that a Certificate of Maximum Borrowing and Debt Service Capacity of a local Government unit is a prerequisite.

Subalit bago pa makakuha nito ay dapat nga po ay makapag-submit ng specifications ng mga proyektong paglalaanan, gayundin ng Annual Amortization Schedule. Ngunit sa kasalukuyan ay ongoing pa po ang proseso.

Ibig sabihin, ira-ratify natin ang Loan Agreement ng hindi pa malinaw kung magkano ang interes na ating babayaran.

Sa madaling salita, dapat alam natin kung 5/6 ba o utang-kapatid ang pinapasok natin.

Certified Urgent, ibig sabihin emergency, kung kaya pumapayag ang Land Bank of the Philippines na to follow na lang ang mga requirements. Pasintabi po. Subalit nais ko lang pong itanong, dahil po ba pumapayag ang nagpapautang, ibig po bang sabihin ay tama? Dapat po ba tayong magpasalamat? Papaano kung ang prevailing rate two years from now ay 8%? paano kung mas malaki pa?

Pakiramdam ko po ay pumapasok tayo sa isang kasunduan na pikit-mata. Tapang lang, bahala na kung madapa.

Duon sa 350 Million Loan, humigit kumulang singkuwenta milyones na ang ating obligasyong bayaran taon-taon. Papaano pa kung dumagdag ang bayarin ng 650Million? Hindi pa po natin makukwenta ng tama sapagkat on process pa raw.

Conservative estimate, hindi po bababa sa 116 Milyon taon-taon ang awtomatikong babawasan sa ating budget. Alin sa mga serbisyong pangbayan ang maaapektuhan? Sangayon, hindi pa natin alam.

Halagang maaaring ilaan sa mas magandang pag-uukulan ng pansin katulad ng pagsu-supply ng mas maraming gamot, mga Health Cards sa ating mga kababayan, mga benepisyo para sa ating mga Barangay Officials, Barangay Tanod at Health



Republic of the Philippines
BATANGAS CITY

Office of the Sangguniang Panlungsod

Tel. No. 723-2175

Workers, mas maayos na laboratory equipment, mas maraming scholar, at iba pang basic services na sangayon ay kulang na kulang.

Contrary to what had been stated, hindi ito simpleng usapin lamang ng pagbibigay ng Authority to Negotiate and Enter to a Loan Agreement o simpleng isyu ng ratification. Hindi rin ito simpleng usapin lang ng pagsang-ayon o pag-ayaw sa mga pagawaing bayan.

Kaakibat nito ang kapakanan ng henerasyon ng kasalukuyan at ng hinaharap.

Siguro nga bukas-makalawa, makikita natin ang kapakinabangan ng mga proyekto at pagawaing bayan na paglalaanan ng mga pondong ating inuutang.

Natutuwa rin ako na sa wakas, sa hinaba haba ng panahon, ay binigyang-pansin na ang mga pagawaing bayan lalo na ang para sa mga Barangay.

For the record, let it be known that this representation wouldn't want to be branded as the man who impede progress.

A quote from Martin Luther King comes to mind. "Law and order exist for the purpose of establishing justice and when they fail in this purpose they become the dangerously structured dams that block the flow of social progress."

Sino nga ba ang hindi masisiyahan sa magandang Grandstand? Sino po ang ayaw sa malaki at maaliwalas na palengke? Sino po ang ayaw na maipagawa ang mga proyektong pambarangay?

Subalit sangayon hindi ko matanaw ang kung ano ang mangyayari 10 years from now.

Hindi ako abogado, hindi rin ako manghuhula.

Higit sa pagiging Vice Mayor ay isa po akong mangagamot.

Nakikita ko ang sakit, nakikita ko po ang kanilang paghihirap. Tulad ng kung paano ko nakikita kung paano naghihirap ang ating mga kababayan.

Ang salaping kanilang pinaghihirapang bayaran, dapat lamang na pakinabangan nila sa paraang mararamdaman nila.

Daang milyon na utang, Ilang butaw kaya ang kailangang bunuin ng may-ari ng puwesto sa palengke upang masuportahan ang kitang katumbas ng pambayad rito?

Hindi nakapagtataka na mas gusto ng marami na mamili sa tiangge, talipapa, bangketa o kahit sa groserya kesa sa Bagong Palengke.

Gusto ko lang pong itanong, aanhin po natin ang malaki, maaliwalas at bagong palengke kung wala naming namimili?

Nakapagtataka na sa napakalaking Lungsod ng Batangas na may kulang-kulang kalahating milyong residente, pagtungtong ng tanghali, wala na halos tao sa palengke. Nakakalungkot, sapagkat nangangahulugan ito ng dalawang bagay. **Una**, ay dahil ang mga tao ay walang pamalengke o **pangalawa**, hindi nila masyadong tinatangkilik ang palengkeng ginastusan natin ng milyon-milyon at ngayon ay ipangungutang pa ng panibagong daang milyon.



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Patayang hanapbuhay, patay ang kita, patay ang koleksyon ng buwis, patay ang pambayad sa utang. Sayang ang salaping inutang pa sa Land Bank.

Ang ipagawa ang Grandstand para sa akin ay hindi makakasagip ng buhay.

Urgent ba ito? Tinatanong ko rin sa aking sarili, "Aanuhin natin ang Grandstand kung ang mga kababayan natin ay wala naming pamasaha, walang makain, walang maibili ng gamot kung nagkakasakit, walang pampalibing kapag namatay ang mahal sa buhay?

Ilan lamang po sa mga katanungang hindi maalis sa akin gisipan ang mga nabanggit ko.

Sang-ayon po ako na matagal ng hinihintay ng ating mga kababayan ang mga infrastructure project na ito. Subalit nais ko rin pong sabihin sa inyong lahat na hindi kasalanan ng kapulungang ito kung bakit ngayon lang ito paglalaanan ng pansin.

At dahil mahalaga ito para sa ating mga kababayan, tungkulin natin na ito ay magawa ng TAMA, naayon sa proseso, ng sa gayon ay hindi tayo magkamali, maipatupad ng mabilis at walang anumang bahid ng duda sa intensyon o integridad ng kahitisa man saatin.

I am not against, if the City would procure loans to finance its priority Projects. In fact, it's a given necessity if we are to survive and continue to flourish as a progressive Public Corporation.

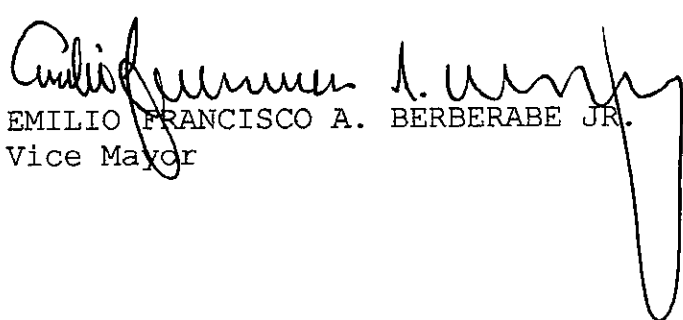
I am performing my duty as a Public Servant whose mandate, first and foremost is to safeguard the City. It is my responsibility to give my due diligence with every proposed policy, rules, resolution or ordinance that may pass this Office.

Due process, due respect, at least that I had expected. Hindi na sa akin, kundi sa kasagraduhan ng Institusyong ating kinabibilangan...

But with respect to the decision made by the majority, at isa lamang po ang nag No sa Ordinansang 650 Million, this Ordinance is approved for second and final reading.

Magkaganon pa man, sapagkat iisa lamang po ang hindi sumang-ayon sa ordinansang ito, si Konsehal Kristine Balmes at tama lamang pong igalang natin ang desisyon ng mayorya. Ang Ordinansa po ay aprubado on its second and final reading.

Given this 13th day of April 2015.


HON. EMILIO FRANCISCO A. BERBERABE JR.
City Vice Mayor