

**APOLLO GLOBAL CAPITAL, INC.
 CONVERTIBLE LOAN AGREEMENT BETWEEN APL AND JOANNA B. CO**

1. Purpose and proceeds of the loan	To fund the Company's/Borrower's working capital requirements and projects
2. Salient terms and conditions of the Convertible Loan Agreement ("the Agreement"), including, among others, the following:	
a. total loan amount	Fifty Million Pesos (Php50,000,000.00)
b. interest rate;	Five percent (5%) per annum
c. maturity date;	Twenty Fourth (24 th) month after 20 February 2019 (the "Date of the Agreement") ("Maturity Date")
d. conversion price, provision in the adjustment(s) of the conversion price, if any;	Par Value or One Centavo (Php0.01) per share
e. conversion period;	Any time from the Date of the Agreement up to and including the tenth (10 th) Business Day immediately preceding the Maturity Date
f. provisions of prepayment, if any;	None
g. any provision(s) on events and/or consequences of default	<p>(a) Events of Default - Each of the following events and occurrences shall constitute an Event of Default:</p> <ol style="list-style-type: none"> 1. Payment Default - The Borrower fails to pay any of the principal, interest or any other sum payable by the Borrower under the Agreement, as and when due and payable. 2. Representation Default - Any written representation or warranty made by the Borrower to the Lender in connection with the Loan and the Agreement is incorrect or misleading in any material respect; provided, however, that should any such breach of any material representation or warranty be remediable, the Borrower shall have a period of thirty (30) days from receipt of written notice in respect of such breach to cure the same or to otherwise make such representation or warranty correct or not misleading. 3. Other Provisions Default - The Borrower fails to perform or comply with any term, obligation or covenant contained in this Agreement or in any other document issued pursuant thereto which would materially and adversely affect the ability of the Borrower to meet its obligations under the Agreement and such failure is not remediable or, if remediable in the reasonable opinion of the Lender, shall continue unremedied during the

applicable grace period or, in the absence of such grace period, within a period of thirty (30) days after written notice of such failure is received by the Borrower.

4. Inability to Pay Debts; Bankruptcy Default - The Borrower becomes insolvent or unable to pay its debts when due or commits or suffers any act of bankruptcy.
5. Expropriation - Any act or deed or judicial or administrative proceedings in the nature of an expropriation, confiscation, nationalization, acquisition, seizure, sequestration or condemnation of or with respect to all or a material part of the business and operations of the Borrower, or all or substantially all of the property or assets of the Borrower, shall be undertaken or instituted by any governmental authority, unless such act, deed or proceeding is otherwise contested in good faith by the Borrower in an appropriate proceeding.
6. Judgment Default - A final and executory judgment, decree or order for the payment of money, damages, fine or penalty or its equivalent shall be rendered against the Borrower which, together with all other judgments against the Borrower then outstanding and unsatisfied, may in the reasonable opinion of the Lender materially and adversely affect the ability of the Borrower to comply with its obligations under the Agreement and the Loan, and (i) the Borrower has failed to demonstrate to the reasonable satisfaction of the Lender within thirty (30) days of the judgment, decree or order being entered that it is reasonably certain that the judgment, decree or order will be satisfied, discharged or stayed within thirty (30) days of the judgment, decree or order being entered, or (ii) the said final judgment, decree or order is not paid, discharged, stayed or fully bonded within thirty (30) days after the date when payment of such judgment, decree or order is due.
7. Attachment - An attachment or garnishment of or levy upon any of the properties of the Borrower is made and is not discharged or stayed within thirty (30) days (or such longer period as the Borrower satisfies the Lender is appropriate under the circumstances) of having been so imposed.

(b) Acceleration of Payment

	<div>1. If any one or more of the Events of Default shall occur and be continuing, the Lender, by notice in writing delivered to the Borrower, may declare the Loan then outstanding, including all accrued interest thereon, to be due and payable immediately, and upon any such declaration the same shall be immediately due and payable.</div> <div>2. Paragraph (1) is further subject to the condition that the Lender, by written notice to the Borrower, may, during the prescribed curing period, if any, rescind and annul such declaration and its consequences, but no such rescission and annulment shall extend to or shall affect any subsequent default or shall impair any right consequent thereto.</div> <div>(c) Waiver of Default - No waiver of any Event of Default shall be made except in writing and the same shall not constitute a waiver of any other or any succeeding Event of Default except to the extent provided in such written waiver.</div>					
3. Number of underlying shares to be issued to the Lender (in the event that the right to convert the loan into equity will be exercised), as well as the corresponding percentage to the total issued and outstanding APL shares, and the source of the underlying shares to be issued covering the conversion;	Underlying shares to be issued in the event that the right to convert the loan into equity would be exercise		Five Billion (5,000,000,000) (Php50,000,000.00 at Php0.01 Conversion Price)			
	Corresponding percentage to the total issued and outstanding APL shares		1.78% (5,000,000,000 shares out of 280,196,071,520 shares)			
	Source of the underlying shares to be issued covering the conversion		Unissued common shares of APL			
4. Effect(s) on the ownership structure:						
	Principal Shareholder (owning 10% or more)	Before		After		
		Number of shares	%	Number of shares	%	
		Hyung Rae Doo	109,065,080,064	39.63%	109,065,080,064	38.92%
		Lloyd Raegan C. Taboso	46,471,972,000	16.89%	46,471,972,000	16.59%

	Napoleon M. Deleon, Jr.	46,224,979,304	16.80%	46,224,979,304	16.50%
	Daniel Chua Go	45,634,040,152	16.58%	45,634,040,152	16.29%
5. Effects (s) on the capital structure:					
		Before		After	
	Issued Shares	275,196,071,520		280,196,071,520	
	Outstanding Shares	275,196,071,520		280,196,071,520	
	Treasury Shares	0		0	
	Listed Shares	27,800,000,000		27,800,000,000	
6. Effect(s) on foreign ownership level and public float, if any;					
		Before	After		
	Effect on Foreign Ownership Level	39.66%	38.96%		
	Effect on Public Float Level	10.09	11.69%		
8. Any other relevant information	None.				