

COVER SHEET

0 0 0 0 0 2 4 0 1 5

SEC Registration Number

DA VINCI CAPITAL HOLDINGS, INC.
FORMERLY MARIWASA SIAM HOLDINGS,
INC.

(Company's Full Name)

ORIENT SQUARE BUILDING, F. ORTIGAS,
JR. ROAD, ORTIGAS CENTER, PASIG,
CITY

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

CANDY H. DACANAY-DATUON

(Contact Person)

(02) 523-3055

(Company Telephone Number)

1 2

Month

3 1

Day

SEC FORM 18 - A

(Form Type)

(Annual Meeting)

(Secondary License Type, If Applicable)

Dept. Requiring this Doc

Amended Articles Number/Section

Total No. of Stockholders

Domestic

Foreign

To be accomplished by SEC Personnel concerned

File Number

LCU

Document ID

Cashier

SECURITIES AND EXCHANGE COMMISSION

SEC FORM 18-A

REPORT BY OWNER OF MORE THAN FIVE PERCENT



Check the appropriate box:

- Initial Filing
- Amendment

1. **MARIWASA SIAM HOLDINGS, INC.**
Exact Name of Registrant as Specified in its Charter

(a) **BARANGAY SAN ANTONIO, STO. TOMAS
BATANGAS**
Address of Principal Offices

[4234]
Postal Code

(b) SEC Identification Number **24015**

(c) (SEC Use Only)
Industry Classification Code

(d) BIR Tax Identification Number **000-282-553**

2. **INVESCAP INCORPORATED**
Name of Reporting Person

(a) **1343 MERCED STREET, PACO, MANILA**
Address of Reporting Person

[1007]
Postal Code

(b) **393-3672**
Telephone Number of Reporting Person

(c) **Philippines**
Place of Organization of Reporting Person

MA. EDITHA D. ALCANTARA
1343 Merced Street, Paco Manila
393-3672

Name, Address and Telephone Number of person authorized to receive notices and communications if reporting person is a partnership, corporation or other legal entity

Item 1. Security and Issuer

The securities subject of this report are 956,203,336 common shares of stock (the "Subject Shares") of the Issuer, Mariwasa Siam Holdings, Inc., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Barangay San Antonio, Sto. Tomas, Batangas.

Item 2. Identity and Background

The Reporting Person is a corporation organized and existing under the laws of the Philippines with address at 1343 Merced Street, Paco, Manila. Its principal business consists of managing, selling or operating business related to real estate or any similar property holdings, except dealer and broker of securities. As of the date hereof, its stockholders are as follows:

Name of Stockholder of the Buyer	Citizenship	No. of Shares Owned	Percentage
Lucio L. Co	Filipino	24,995	99.99%
Jocelyn Rodulfa	Filipino	1	0.01%
Maridel Behagan	Filipino	1	0.01%
Elaine Mariz Mendoza	Filipino	1	0.01%
Maricel Bueno	Filipino	1	0.01%
Shermagne Joy Danca	Filipino	1	0.01%
Total		25,000	100.00%

The Board of Directors and stockholders of the Reporting Person are as follows:

Board of Directors

1. Lucio L. Co
2. Jocelyn Rodulfa
3. Maridel Behagan
4. Elaine Mariz Mendoza
5. Maricel Bueno
6. Shermagne Joy Danca

Officers

1. Lucio L. Co – Chairman and President
2. Ma. Editha D. Alcantara – Vice President and Treasurer
3. Atty. Andres S. Santos – Corporate Secretary

All the directors and officers of the Reporting Person are Filipino citizens.

Prior to this Tender Offer Report, the Reporting Person had no affiliation with the Issuer.

None of the above individuals have been convicted in any criminal proceeding (excluding traffic violations or similar misdemeanors) during the last five (5) years.

None of the above individuals, during the last five (5) years have been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction, domestic or foreign, which as a result of such proceeding was or is subject to any order, judgment or decree, not subsequently reversed, suspended, or vacated, permanently or temporarily enjoining, barring,

suspending or otherwise limiting involvement in any type of business, securities, commodities or banking.

Item 3. Purpose of Transaction

The Reporting Person acquired the Subject Shares to provide its principal stockholder, Mr. Lucio L. Co, the listing vehicle to inject his other private business interests or assets.

(a) As of the date of this Report, there are no plans or proposals which relate to or would result in the acquisition by any person of additional securities of the issuer, or the disposition of securities of the issuer;

(b) As of the date of this Report, there are no plans or proposals which relate to or would result in an extraordinary corporate transaction, such as merger, reorganization or liquidation, involving the Issuer;

(c) As of the date of this Report, there are no plans or proposals which relate to or would result in a sale or transfer of a material amount of assets of the issuer or of any of its subsidiaries;

(d) On 3 May 2013, the members of the board of directors and the officers of the Issuer, representing the previous owners of the Subject Shares tendered their resignation, and persons nominated by the Reporting Person were nominated and elected as new members of the board of directors and officers of the Issuer. There are no plans or proposals to change the number or term of directors or to fill any existing vacancies on the board;

(e) As of the date of this Report, there are no plans or proposals which relate to or would result in: (i) any material change in the present dividend rate or policy or indebtedness or capitalization of the Issuer; (ii) causing the Issued Shares to be delisted from the PSE; or (iii) causing the Issuer to no longer be subject to the reporting requirements of SRC Rule 17.;

Item 4. Interest in Securities of the Issuer

(a) The Reporting Person owns 956,203,336 common shares of stock, comprising 85% of the Outstanding Capital Stock of the Issuer.

(b) The Reporting Person has the sole power to vote or to direct the vote and the sole power to dispose or direct the disposition of all 956,203,336 common shares of stock.

(c) Other than the acquisition by the Reporting Person of the Subject Shares, there are no other transactions that were effected during the past sixty (60) days by the Reporting Person.

(d) No other person has the right: (i) to receive or the power to direct the receipt of dividends from the Subject Shares; or (ii) to receive or the power to direct the receipt of the proceeds from the sale of the Subject Shares.

Item 5. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

Except for the Share Purchase Agreement between the Buyer and the Anggala Group, there are no other contracts, arrangements, understandings or relationships between the Reporting Person and any person with respect to the Issued Shares, including, but not limited to the transfer or voting of any securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees

of profits, division of profits or loss, or the giving or withholding of proxies. Neither are there securities of the Issuer that have been pledged or otherwise have been subject to a contingency, the occurrence of which, would give another person voting power over such securities.

Item 6. Material to be Filed as Exhibits

The following exhibits are attached to and form a part of this report:

- (a) **Annex "A"** Share Purchase Agreement executed on 20 March 2013; and
- (b) **Annex "B"** Amended Share Purchase Agreement executed on 22 April 2013

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this Report is true, complete and accurate. This report is signed in the City of Manila on 10th May 2013.

INVESCAP INCORPORATED

By:



MA. EDITHA D. ALCANTARA

Vice President and duly authorized representative

MAY 10 2013

SUBSCRIBED AND SWORN to before me this 10 day of May 2013 at MANILA who exhibited to me her Social Security identification card showing her SSS No. 33-1178661-2.

Doc. No. 131
Page No. 18
Book No. 118
Series of 2013.

CESAR G. VIOLA
Notary Public
Until Dec. 31, 2013
PTR No. 1403274-01402-13 Ma.
LBP No. 905607 11-09-12 Ma.
Roll No. 15654
MCLE Compliance No. 41
0019431-12-2-10

SHARE PURCHASE AGREEMENT

BY AND AMONG:

KLARENCE T. DY
GLENN PAUL R. GARCIA
GILPATRICK R. GARCIA
ALFONSO S. ANGGALA
("SELLERS")

AND

INVESCAP INCORPORATED
("BUYER")

20 March 2013
Date

[Handwritten signatures and initials]

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

[Signature]
[Signature]
[Signature]

SHARE PURCHASE AGREEMENT

This Share Purchase Agreement (this "Agreement") is executed this 20th day of March 2013, in the City of Taguig, by and among:

KLARENCE T. DY, of legal age, Filipino, single, and with address at 100 Guirayan Street, Araneta, Quezon City;

GLENN PAUL R. GARCIA, of legal age, Filipino, married to Patricia Garcia, and with address at 505 San Gabriel Street, Ayala Alabang Village, Muntinlupa City;

GILPATRICK R. GARCIA, of legal age, Filipino, married to Wilhelmina R. Garcia, and with address at 14 Juan Luna Street, San Lorenzo Village, Makati City; and

ALFONSO S. ANGGALA, of legal age, Filipino, married to Geraldine April Anggala, and with address at 32B North Pacific Plaza Tower, 4th Avenue corner 25th Street, West Bonifacio Global City, Taguig City;

(collectively referred to as the "SELLERS")

- and -

INVESCAP INCORPORATED, a corporation duly organized and existing under the laws of the Philippines, with principal office at 1343 Merced Street, Paco, Manila, represented herein by its Attorney-in-Fact, Ms. Ma. Editha D. Alcantara, duly authorized for the purpose of executing this Agreement.

(referred to as the "BUYER")

(each of the SELLERS and the BUYER is referred to individually as a "Party" and collectively referred to as "Parties")

WITNESSETH That:

WHEREAS, the SELLERS are the registered and beneficial owners of a total of 956,203,336 common shares (the "Shares") of Mariwasa Siam Holdings, Inc. (the "Corporation") representing 85.00% of the outstanding capital stock of the Corporation:

Name of Shareholder	No. of Shares in the Corporation	Percentage of Shareholdings
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KW

[Signature]

[Signature]

M
[Signature]

1. Klarence T. Dy	469,909,093	41.77%
2. Glenn Paul R. Garcia	151,303,658	13.45%
3. Gilpatrick R. Garcia	54,640,592	4.86%
4. Alfonso S. Anggala	280,349,993	24.92%
Total	956,203,336	85.00%

WHEREAS, the common shares of the Corporation are listed in The Philippine Stock Exchange, Inc. (the "PSE");

WHEREAS, the BUYER desires to acquire the Shares and the SELLERS are willing to assign, transfer, and convey the same to the BUYER subject to the completion of a mandatory tender offer to be made by the BUYER for the shares held by the other shareholders of the Corporation;

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants herein contained, the Parties hereby agree as follows:

1. Agreement to Purchase and Sell

1.1 *Agreement to Purchase and Sell.* Subject to the terms and upon the conditions set forth herein, the SELLERS hereby agree to sell and assign, and the BUYER hereby agrees to purchase from the SELLERS, the Shares, for and in consideration of the Purchase Price (as defined below).

1.2 *Purchase Price.* In consideration for the purchase of the Shares, the BUYER shall pay the SELLERS the total amount of Two Hundred Ninety Two Million Five Hundred Thousand Pesos (Php292,500,000.00) (the "Purchase Price"), equivalent to Php0.3059 per share, broken down and payable as follows:

- (a) The amount of Twenty Million Pesos (Php20,000,000.00) has been paid by the BUYER to the SELLERS, receipt of which is hereby acknowledged by the Alfonso S. Anggala for the account of the SELLERS, as down payment (the "Down Payment");
- (b) On Closing (as defined below), the amount of Two Hundred Forty Seven Million Five Hundred Thousand Pesos (Php247,500,000.00) (the "Purchase Price Balance") shall be paid to the SELLERS by way of manager's checks payable to each of the SELLERS in proportion to their respective interest in the Shares; and
- (c) Upon expiration of the Indemnity Period as defined under Section 8.2 hereof, the amount of Twenty Five Million Pesos (Php25,000,000.00) or its remaining

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balance pursuant to Section 8.2 hereof (the "**Holdout Amount**") shall be paid to the SELLERS by way of manager's checks payable to each of the SELLERS in proportion to their respective interest in the Shares.

1.3 The Purchase Price shall be distributed to, and received by, the SELLERS in proportion to their respective Shares.

2. Pre-Closing

2.1 *Pre-Closing Deliverables of the SELLERS.*

(a) Upon execution of this Agreement, the SELLERS shall cause the Corporation to make the appropriate and necessary disclosures to the PSE and the Securities and Exchange Commission (the "**SEC**") in connection with the execution of this Agreement, including the Comprehensive Corporate Disclosure to the PSE.

(b) The SELLERS shall cause the Corporation to make the appropriate disclosures to the SEC and the PSE on the tender offer to be conducted by the BUYER, as provided in Section 2.2 below.

2.2 *Pre-Closing Deliverables of the BUYER.* Within ten (10) business days from the date of the execution of this Agreement, the BUYER shall file with the SEC and PSE a tender offer report using SEC Form 19-1, and conduct a tender offer to all other stockholders of the Corporation for the period from 25 March 2013 to 24 April 2013 (the "**Tender Offer Period**"). The BUYER shall offer to purchase from the remaining stockholders their shares at an offer price of PHP0.3059 per share.

3. Closing

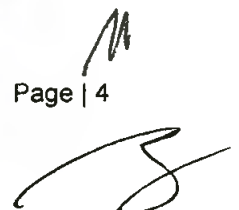

3.1 *Closing Date.*

(a) The completion of the sale and purchase of the Shares (the "**Closing**") will take place on 26 April 2013, or such other date as the parties may mutually agree (the "**Closing Date**") after the end of the Tender Offer Period.

(b) On the business day immediately preceding the Closing Date, the Parties hereto shall conduct a pre-closing meeting at the offices of the BUYER where each Party shall present for review by the other Party copies in execution form of all documents required to be delivered by such Party at Closing.

(c) On Closing, the BUYER shall also complete the purchase of the shares tendered by the other shareholders of the Corporation during the Tender Offer Period through a cross sale of the said shares in the PSE.

3.2 *Closing Deliveries.* On Closing:



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- (a) The SELLERS shall deliver to the BUYER the following:
- (1) Irrevocable written instructions to the stock broker of the SELLERS to sell the Shares to the BUYER through the PSE.
 - (2) The approval by the PSE of the special block sale covering the sale of the Shares to the BUYER.
 - (3) Written irrevocable and unconditional resignations of all the directors (including independent directors) and officers of the Corporation effective as of the Closing Date.
 - (4) Minutes of the meeting of the Board of Directors held on 7 December 2012, electing the incumbent directors, duly signed by all members thereof.
 - (5) Minutes of the special meeting of the Board of Directors dated on the Closing Date on the acceptance of the resignation of all directors and officers of the Corporation nominated by the SELLERS and the simultaneous election of the new directors and officers to be nominated by the BUYER, duly signed by all outgoing and incoming directors of the Corporation.
 - (6) A disclosure on SEC Form 17-C disclosing the transaction, the resignation of all outgoing directors and officers and the election of all incoming directors and officers of the Corporation nominated by the BUYER, duly signed by the outgoing and incoming Corporate Information Officers of the Corporation.
 - (7) A certificate signed by the SELLERS, dated as of the Closing Date, certifying that: 1) the SELLERS have performed and complied in all material respects with all of the covenants contained in this Agreement which are required to be performed and complied with by them at or prior to the Closing; 2) that the representations and warranties of the SELLERS set forth in this Agreement shall be true and correct as of the Closing Date; 3) that the conditions precedent to Closing have been fulfilled; and 4) that since the date of this Agreement, the SELLERS have no knowledge of any material adverse change in the business, operations, affairs, assets, or financial condition of the Corporation not previously disclosed to the BUYER in writing.
 - (8) Audited financial statements for the period ending on 31 December 2012, certified to under oath by the Chairman, President and Treasurer of the Corporation and stamped "received" by the Bureau of Internal Revenue ("BIR").

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Handwritten initials: "KY"

Handwritten signature

Handwritten signature

Handwritten initials: "M" and "J"

- (9) The original SEC approval of the SEC on the amendments of the articles of incorporation (“AOI”) of the Corporation providing for:
- i. Change in the corporate name of the Corporation to Da Vinci Holdings, Inc.;
 - ii. Change in the principal address of the Corporation to 2401 Orient Square Building, F. Ortigas Jr. Road, Ortigas Center, Pasig City;
 - iii. Extension of the corporate term of the Corporation for another fifty (50) years from the expiration of the original term on 5 November 2013; and
 - iv. Decrease in the number of the directors from fourteen (14) members to seven (7) members.
- (10) A certificate from the SEC certifying that the Corporation is in good standing.
- (11) A certificate from the PSE certifying that the Corporation is not subject to any unpaid fines or penalties.
- (12) A certification from each of the Social Security System, Philippine Health Insurance Corporation and the Home Development Mutual Fund certifying that the Corporation has no pending liability against said government agency.
- (13) Public ownership report dated one (1) day before Closing Date.
- (14) All the original corporate documents relative to the Company, including but not limited to, the amended AOI and By-Laws, the original copies of the minutes of the meetings of the shareholders of the Corporation and the minutes of the meetings of the Board of Directors and all committees of the Board and the corporate seal, among others.

(b) The BUYER shall:

- (1) pay the Purchase Price Balance to the SELLERS; and
- (2) deliver a copy of the Tender Offer Report duly received by the SEC.

4. **Post Closing**

- 4.1 **Post-Closing Obligations of the SELLERS.** Not later than seven (7) calendar days from the Closing Date, the SELLERS shall submit to the BUYER copies of the following:



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(a) SEC Form 23-B on the divestment of the Shares by the SELLERS, duly received by the SEC and the PSE.

(b) The records, books, accounts and other documents of the Corporation not turned over to the BUYER on Closing.

4.2 **Post-Closing Obligations of the BUYER.** Not later than seven (7) calendar days from the Closing Date, the BUYER shall submit to the SELLERS copies of the following:

(a) SEC Form 18-A and/or SEC Form 23-A on the acquisition of the Shares by the BUYER, duly received by the SEC and the PSE.

(b) Updated General Information Sheet of the Corporation duly received by the SEC.

5. **Taxes and Fees**

5.1 The stock transaction tax with respect to the block sale of the Shares through the PSE shall be solely for the account of the SELLERS. Any other tax that may be assessed in relation to the sale and purchase of the Shares such as, but not limited to, documentary stamp taxes, if any, shall be solely for the account of the BUYER.

5.2 Each Party shall shoulder the costs or fees of the brokers to be engaged by such party to facilitate the completion of the transfer of the Shares on Closing at the PSE.

6. **Representations and Warranties of the SELLERS**

6.1 The SELLERS represent and warrant to the BUYER that, as of the date of this Agreement and as of the Closing Date:

(a) Each of the SELLERS is of legal age and has full capacity to execute, deliver and perform this Agreement.

(b) The SELLERS are the absolute legal and beneficial owners of the Shares. Upon the transfer of the Shares from the SELLERS to the BUYER at Closing, full legal and beneficial title to the Shares shall pass to the BUYER free and clear of any and all encumbrances, third party claims or any burden (including without limitation any rights of pre-emption) that will prevent or limit full and complete ownership thereof by the BUYER upon Closing of their sale and purchase under this Agreement.

(c) The Corporation is a corporation duly organized, validly existing, and in good standing under the laws of the Philippines; it has full power and authority to carry on its business as now being conducted and is duly qualified to do business in the Philippines. It possesses all material licenses, permits and authorizations necessary to own its properties and carry on its businesses as now being conducted and is qualified

Grant

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to do business in every jurisdiction in which its ownership of property or the conduct of its business requires it to qualify.

7. **Representations and Warranties of the BUYER**

7.1 The BUYER represents and warrants to the SELLERS, that, as of date of this Agreement and as of the Closing Date:

- (a) The BUYER is a corporation duly organized, validly existing and in good standing under Philippine laws, is duly qualified to do business in all jurisdictions where the ownership of its assets or the conduct of its business requires such qualification, has full legal capacity and possesses the capacity to sue or be sued in its own name, and has the power to own its properties and assets and carry on its business as it is now being conducted.
- (b) This Agreement constitutes the BUYER's valid and legally binding obligation, enforceable in accordance with its terms. The BUYER has full power and authority to enter into this Agreement and to perform the transactions contemplated hereby including payment of the Purchase Price as provided under Section 1.2 hereof, and have taken all necessary action to duly and validly authorize the execution, delivery and performance of the Agreement and the transactions contemplated hereby. Aside from undertaking the necessary mandatory tender offer under SEC regulations, no other consent of, giving notice to, or registration with, or taking of any other action in respect of, any governmental authority or agency is required for the execution and delivery by the BUYER of, or the due carrying out by the BUYER of any of the transactions contemplated in this Agreement.
- (c) That it shall conduct or have conducted the required tender offer to the public pursuant to the Securities Regulation Code of the Philippines and all applicable SEC regulations.

8. **Indemnification and Breach**

8.1 **Indemnity.** The SELLERS (the "**Indemnifying Party**") shall indemnify the BUYER (the "**Indemnified Party**"), without prejudice to the limitations specified in Sections 8.2 hereof, from all costs, losses, claims, damages and liabilities, including reasonable attorneys' fees (the "**Claims**"), incurred by the Indemnified Party and arising out of any breach by the Indemnifying Party of any material obligation contained in this Agreement or of the representations and warranties in Section 6, except to the extent such Claims relate to the gross negligence or wilful misconduct of the Indemnified Party.

8.2 **Indemnity Period.** Unless otherwise provided in this Agreement, the BUYER may not bring any Claim against the SELLERS, unless the BUYER gives written notice of any such Claim, specifying in reasonably sufficient detail the nature of the breach and, to the

Handwritten signatures and initials are present at the bottom of the page. On the left, there is a large, stylized signature. In the center, there is another signature. On the right, there are several initials, including 'Garcia' written vertically, and other illegible initials.

extent practicable, the amount claimed in respect thereof, on or prior to the date falling one (1) year from the Closing Date (the "**Indemnity Period**"). Within five (5) business days from receipt of such written notice, the BUYER and SELLERS shall meet to discuss propriety of such claim for indemnity.

8.3 **Limitation of Liability.** The SELLERS liability to indemnify the BUYER under this provision shall be strictly limited to the amount of the Holdout Amount and shall not exceed the same for any reason whatsoever. At the end of the Indemnity Period, the BUYER shall release the Holdout Amount to the SELLERS less any amount of claims, damages and liabilities validly deducted therefrom.

8.4 **Failure to Close.** In the event that Closing does not occur within sixty (60) days from the date of this Agreement, or such later date as may be mutually determined by the SELLERS and the BUYER, due to the failure to comply with and/or satisfy the representations and warranties and the Closing and Pre-Closing obligations, by either the BUYER or the SELLERS, this Agreement shall automatically terminate in all respects upon written notice thereby either from the BUYER to the SELLERS or SELLERS to the BUYER, as the case may be. Upon such termination, all Parties shall be deemed released from any and all obligations that they may have under this Agreement, without prejudice to the rights and/or remedies that may have accrued in favor of the BUYER or the SELLERS for any breach committed by the BUYER or SELLERS prior to such termination, as the case maybe. Upon such termination, if the same was caused by the SELLERS, the SELLERS shall immediately return the Down Payment to the BUYER, plus interest at the rate of twelve percent (12%) per annum. If the termination was caused by the BUYER, the SELLERS shall have no obligation to return the Down Payment, but the same shall be considered liquidated damages.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

SELLERS


KLARENCE T. DY

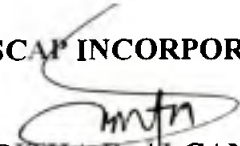

GLENN PAUL R. GARCIA


GILPATRICK R. GARCIA


ALFONSO S. ANGGMA

BUYER

INVESCAP INCORPORATED


MA. EDITHA D. ALCANTARA
Attorney-in-Fact


J. MONTE I. CAMPO



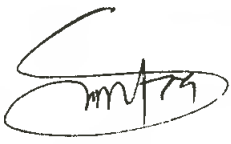

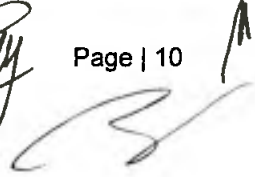
ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
 CITY OF TAGUIG) ss.

BEFORE ME, a Notary Public for and in the City of Taguig, Philippines, on this 20th day of March 2013, personally appeared:

Affiant	Competent Evidence of Identity		Community Tax Certificate	
	Type of ID	ID Number and Expiry Date (if applicable)	Number	Date/Place Issued
KLARENCE T. DY	1	Passport EB4514782 Issue Date: 24 January 2012 Expiry Date: 24 January 2017		
	2	Driver's License N09-88-041393 Expiry Date: 24 June 2015		
GLENN PAUL R. GARCIA	1	Passport EB0023851 Issue Date: 23 March 2010 Expiry Date: 22 March 2015		
	2	SSS 33-0654850-6		
GILPATRICK R. GARCIA	1	Passport EB2899602 Issue Date: 4 July 2011 Expiry Date: 3 July 2016	16265663	2/7/13 Pasig City
	2	Driver's License N11-88-039186 Expiry Date: 5 Aug. 2015		
ALFONSO S. ANGGALA	1	Passport XX0607129 Issue Date: 6 May 2011 Expiry Date: 5 May 2016		
	2	NBI Clearance 20286615 Issued on: 7/10/2012		
MA. EDITHA D. ALCANTARA	1	Passport EB0232744 Issue Date: 18 May 2010 Expiry Date: 17 May 2015	14320441	Issue Date: 13 January 2013 Place of Issue: Manila
	2	SSS 33-1178661-2		

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who were identified by me through competent evidence of identity to be the same persons described in the foregoing Share Purchase Agreement, consisting of eleven (11) pages including the pages on which this acknowledgment is written, who acknowledged before me that their signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and who declared to me that they executed the instrument as their free and voluntary act and deed, as well as that of the corporation represented herein.

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

Doc. No. 78 ;
Page No. 17 ;
Book No. 11 ;
Series of 2013.



[Signature]
MARIANNE CAMILLE C. SY
Notary Public in Taguig City
Until December 31, 2013
PTR NO. A-1715958; 01-09-2013 ; TAGUIG CITY
EP NO. 859758 ; 03-31-2011 ; Q.C. (LIFETIME)
ROLL OF ATTORNEYS NO. 59675
NOTARIAL COMMISSION NO. 205 (2012-2013)
22/F ACCRALAW Tower
Second Avenue corner 30th St.
Crescent Park West
Bonifacio Global City
0399 Taguig, Metro Manila

Garcia
[Signature]

[Signature]

[Signature]

[Signature]

AMENDED SHARE PURCHASE AGREEMENT

This Amended Share Purchase Agreement (this "**Agreement**") is executed this 22nd day of April 2013, in the City of Taguig, by and among:

KLARENCE T. DY, of legal age, Filipino, single, and with address at 100 Guirayan Street, Araneta, Quezon City;

GLENN PAUL R. GARCIA, of legal age, Filipino, married to Patricia Garcia, and with address at 505 San Gabriel Street, Ayala Alabang Village, Muntinlupa City;

GILPATRICK R. GARCIA, of legal age, Filipino, married to Wilhelmina R. Garcia, and with address at 14 Juan Luna Street, San Lorenzo Village, Makati City; and

ALFONSO S. ANGGALA, of legal age, Filipino, married to Geraldine April Anggala, and with address at 32B North Pacific Plaza Tower, 4th Avenue corner 25th Street, West Bonifacio Global City, Taguig City;

(collectively referred to as the "**SELLERS**")

- and -

INVESCAP INCORPORATED, a corporation duly organized and existing under the laws of the Philippines, with principal office at 1343 Merced Street, Paco, Manila, represented herein by its Attorney-in-Fact, Ms. Ma. Editha D. Alcantara, duly authorized for the purpose of executing this Agreement.

(referred to as the "**BUYER**")

(each of the **SELLERS** and the **BUYER** is referred to individually as a "**Party**" and collectively referred to as "**Parties**")

WITNESSETH That:

WHEREAS, the Parties entered into a Share Purchase Agreement on 20 March 2013 wherein the **BUYER** purchased a total of 956,203,336 common shares (the "**Shares**") of Mariwasa Siam Holdings, Inc. (the "**Corporation**") representing 85.00% of the outstanding capital stock of the Corporation from the **SELLERS** for a total purchase price of Two Hundred Ninety Two Million Five Hundred Thousand Pesos (P292,500,000.00) (the "**Share Purchase Agreement**").

WHEREAS, Section 3.1(a) of the Share Purchase Agreement provides that the completion of the sale and purchase of the Shares (the "**Closing**") will take place on 26 April 2013, or such other date as the parties may mutually agree (the "**Closing Date**").

WHEREAS, the **SELLERS** have requested that the Closing Date be moved from 26 April 2013 to 3 May 2013.

NOW THEREFORE, for and in consideration of the foregoing premises the Parties hereby agree as follows:

- 1 Section 3.1(a) of the Share Purchase Agreement is hereby amended to read, as follows:

"3.1 Closing Date.

- (a) The completion of the sale and purchase of the Shares (the "**Closing**") will take place on 3 May 2013, or such other date as the parties may mutually agree (the "**Closing Date**") after the end of the Tender Offer Period."
- 2 All other terms and conditions stipulated in the Share Purchase Agreement shall remain the same.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

SELLERS


BUYER


KLARENCL T. DY

INVESCAP INCORPORATED

By:


GLENN PAUL R. GARCIA


M. EDITHA D. ALCANTARA
Attorney-in-Fact


GILPATRICK R. GARCIA


M. FONSO S. ANGGALA

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
 CITY OF TAGUIG) ss.

BEFORE ME. a Notary Public for and in the City of Taguig, Philippines, on this 24th day of April 2013, personally appeared:

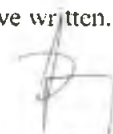
Affiant	Competent Evidence of Identity		Community Tax Certificate	
	Type of ID	ID Number and Expiry Date (if applicable)	Number	Date/Place Issued
KLARENCE T. DY	1 Passport	EB4514782 Issue Date: 24 January 2012 Expiry Date: 24 January 2017	20708778	Issue Date: 20 March 2013
	2 Driver's License	N09-88-041393 Expiry Date: 24 January 2015		Place of Issue: Pasig City
GLENN PAUL R. GARCIA	1 Passport	EB0023851 Issue Date: 23 March 2010 Expiry Date: 22 March 2015	01669913	Issue Date: 9 January 2013
	2 SSS	33-0654850-6		Place of Issue: Pasig City
GILPATRICK R. GARCIA	1 Passport	EB2899602 Issue Date: 4 July 2011 Expiry Date: 3 July 2016	16265663	Issue Date: 7 February 2013
	2 Driver's License	N11-88-039186 Expiry Date: 5 August 2015		Place of Issue: Pasig City
ALFONSO S. ANGGALA	1 Passport	XX0607129 Issue Date: 6 May 2011 Expiry Date: 5 May 2016	33550763	Issue Date: 7 January, 2013
	2 NBI Clearance	20286615 Issue Date: 10 July 2012		Place of Issue: Malabon City
MA. EDITHA D. ALCANTARA	1 Passport	EB0232744 Issue Date: 18 May 2010 Expiry Date: 17 May 2015	14320441	Issue Date: 13 January 2013
	2 SSS	33-1178661-2		Place of Issue: Manila

who were identified by me through competent evidence of identity to be the same persons described in the foregoing Share Purchase Agreement, consisting of four (4) pages including the pages on which this acknowledgment is written, who acknowledged before me that their signatures on the instrument were voluntarily affixed by them for the purposes stated therein, and who declared to me that they executed the instrument as their free and voluntary act and deed, as well as that of the corporation represented herein.

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

Doc. No. 215
Page No. 44
Book No. 11
Series of 2013.




MARIANNE CAMILLE C. SY
Notary Public in Taguig City
Until December 31, 2013
PTR NO. A-1715958; 01-09-2013 TAGUIG CITY
ESP NO. 859753; 03-31-2011 Q.C. (LIFETIME)
ROLL OF ATTORNEYS NO. 59675
NOTARIAL COMMISSION NO. 205 (2012-2013)
22/F ACCRA LAW Tower
Second Avenue corner 30th St.
Crescent Park West
Bonifacio Global City
0399 Taguig, Metro Manila