



Republic of the Philippines Province of Cagayan TUGUEGARAO CITY

NINTH CITY COUNCIL

COMMITTEE REPORT

March 01, 2024

Submitted by:

COMMITTEE ON GAMES, ENTERTAINMENT AND AMUSEMENT -LEAD COMMITTEE ON RULES, LAWS & ETHICS

PRESENT:

HON. TIRSO V. MANGADA - Chairperson (Games)

HON. JUDE T. BAYONA - Vice Chair (Games & Rules)

HON. MARIA ROSARIO B. SORIANO - Member (Games & Rules) (via zoom)

HON. ARNEL T. ARUGAY
HON. GRACE B. ARAGO
- Member (Games & Rules)
- Member (Games & Rules)

RESOURCE PERSONS:

MR. BUENAVENTURA F. LAGUNDI - City Treasury Officer

MR. JOEL C. BARIUAN - Business Permit and Licensing Officer

ATTY. RODERICK S. IQUIN

- Assistant City Legal Officer

MS. ROSALIE L. HABON

- AVP-Operations, Biggame, Inc.

GUESTS:

HON. IMOGEN CLAIRE M. CALLANGAN - City Councilor (via zoom)

HON. RONALDO S. ORTIZ - City Councilor

FOR THE PRESIDING OFFICER:

The joint committees met and deliberated on the referral:

COMMITTEE REPORT NO. 101-2024.

SUBJECT:

Indorsement of the City Mayor, Hon. Maila Rosario S. Ting-Que, on the request of Ms. Rosalie L. Habon, Assistant Vice President of Biggame Inc., for a Resolution of No Objection (RONO) on the operations of the said establishment.

FINDINGS:

1. Resolution of No Objection (RONO) was requested as part of the requirements of securing Business Permit/Mayor's Permit of Biggame, Inc. for their operation of Electronic Games at the Unit 107, Junction One Bldg., Balzain Highway, Centro 11, Tuguegarao City.

- 2. During the discussion, a secretary certificate was presented showing that Ms. Rosalie L. Habon, Assistant Vice President is duly authorized to represent the Biggame, Inc. in securing a Resolution of No Objection (RONO).
- 3. During the discussion, it was brought to the knowledge of the joint committees that the following documentary requirements was already submitted to Business Permit and Licensing Office (BPLO) and City Legal Office which was also confirmed by the Business Permit and Licensing Officer, Mr. Joel C. Bariuan and Atty. Roderick S. Iquin, Assistant City Legal Officer.
 - a. Philippine Amusement and Gaming Corporation (PAGCOR) Application Form for the establishment of gaming site.
 - **b.** Philippine Amusement and Gaming Corporation (PAGCOR) Regulatory Framework for the Issuance of gaming license for the establishment of gaming venues.
 - c. Philippine Amusement and Gaming Corporation (PAGCOR) Gaming License.
 - d. Secretary Certificate Authorizing Ms. Rosali L. Habon to represent Biggame, Inc.
 - e. Articles of Incorporation
 - f. Lease of Contract of Biggame, Inc.
 - g. Site Floor Plan
 - h. BIR Certificate of Registration
 - i. Security and Exchange Commission Certificate, and
 - j. Mayor's Permit
- 4. Mr. Joel C. Bariuan, Business Permit and Licensing Officer and Atty. Roderick S. Iquin, Assistant City Legal Officer, manifested that the submitted documents were complete based on the Philippine Amusement and Gaming Corporation (PAGCOR) Regulatory Framework.
- The Joint committee requested to furnish Sangguniang Panglunsod a copy of the Documents submitted to Business Permit and Licensing Office (BPLO) and City Legal Office.
- That the management shall prioritize employment of qualified residents from Tuguegarao City.
- 7. That the gaming place be secured with utmost security.

RECOMMENDATION:

Considering that Biggame, Inc. has complied with all the documentary/administrative requirements as recommended by the recommendation of the Business Permit and Licensing Office (BPLO) and City Legal Office, the joint committee favorably recommends the passage of a Resolution approving the subject request for a Resolution Of No Objection (RONO) as a prerequisite in the establishment and operation of an Electronic Games at the Unit 107, Junction One Bldg., Balzain Highway, Centro 11, Tuguegarao City, subject however to compliance with the PAGCOR guidelines on the operation of Electronic Games and other National/Local Laws and Ordinances.

Respectfully Submitted:

HON. TIRSO V. MANGADA

Chairman, Committee on Games, Amusement & Entertainment

HON. JUDE T BAYONA

Vice Chairperson, Committee on Games, Amusement & Entertainment Vice Chairperson, Committee on Rules, Laws & Ethics

HON. MARIA ROSARIO B. SORIANO

Member, Committee on Games, Amusement & Entertainment Member, Committee on Rules, Laws & Ethics

HON. ARNEL T. ARUGAY

Member, Committee on Games, Amusement & Entertainment Member, Committee on Rules, Laws & Ethics

HON. GRACE B. ARAGO

Member, Committee on Games, Amusement & Entertainment Member, Committee on Rules, Laws & Ethics

DRAFT RESOLUTION APPROVING THE REQUEST OF BIGGAME, INC. FOR A RESOLUTION OF NO OBJECTION (RONO) TO OPERATE APPROVED PAGCOR EGAMES AT THE UNIT 107, JUNCTION ONE BLDG., BALZAIN HIGHWAY, CENTRO 11, TUGUEGARAO CITY

WHEREAS, Ms. Rosalie L. Habon, AVP-Operations of Biggame, Inc., has requested for a Resolution of No Objection (RONO) as part of the requirements of securing Business Permit/Mayor's Permit and one of the requirements of the Philippine Amusement and Gaming Corporation (PAGCOR) of Biggame, Inc. for their operation of Electronic Games at the Unit 107, Junction One Bldg., Balzain Highway, Centro 11, Tuguegarao City;

WHEREAS, documentary requirements were already submitted to Business Permit and Licensing Office (BPLO) and City Legal Office;

WHEREAS, Ms. Rosalie L. Habon, AVP-Operations of Biggame, Inc. has complied with the following documentary requirements;

- 1. Philippine Amusement and Gaming Corporation (PAGCOR) Application Form for the establishment of gaming site.
- 2. Philippine Amusement and Gaming Corporation (PAGCOR) Regulatory Framework for the Issuance of gaming license for the establishment of gaming venues.
- 3. Philippine Amusement and Gaming Corporation (PAGCOR) Gaming License.
- 4. Secretary Certificate Authorizing Ms. Rosali L. Habon to represent Biggame, Inc.
- 5. Articles of Incorporation
- 6. Lease of Contract of Biggame, Inc.
- 7. Site Floor Plan

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- 8. BIR Certificate of Registration
- 9. Security and Exchange Commission Certificate
- 10. Mayor's Permit

WHEREAS, the management of Biggame, Inc. shall prioritize employment of qualified residents from Tuguegarao City and that the gaming place be secured with outmost security;

WHEREAS, the failure of Biggame, Inc. to follow the operational procedures of PAGCOR and/or its engagement in unscrupulous transactions shall be ground for the revocation and cancellation of its RONO;

WHEREAS, the operation of Biggame, Inc. shall be governed and subjected to the provisions of local laws and ordinances of Tuguegarao City;

WHEREAS, by virtue of the Committee Report No. 101-2024 of the joint Committee on Games, Amusement and Entertainment and Committee on Rules, Laws and Ethics recommending the passage of a Resolution of No Objection (RONO) as a pre-requisite in the establishment and operation of approved Electronic Games at the Unit 107, Junction One Bldg., Balzain Highway, Centro 11, Tuguegarao City was duly adopted during the 82nd Regular Session of the Sangguniang Panlungsod;

NOW, THEREFORE, RESOLVE, as it is hereby RESOLVED, to approve the request of Biggame, Inc. for a Resolution of No Objection (RONO) to operate approved PAGCOR eGames at the Unit 107, Junction One Bldg., Balzain Highway, Centro 11, Tuguegarao City.

RESOLVED FURTHER, to furnish a copy of this resolution to Biggame, Inc. for information.









Republic of the Philippines Province of Cagayan Tuguegarao City

OFFICE OF THE CITY MAYOR

7 February 2024

THE PRESIDING OFFICER AND MEMBERS

Sangguniang Panlungsod This City

Dear Presiding Officer and Members of the Sanggunian:

We are forwarding to your level the attached letter from Ms. Rosalie L. Habon, Assistant Vice President of Biggame Inc., requesting for a Resolution of No Objection (RONO) on the operations of the said establishment.

For your information and appropriate action.

MAILA ROSARIO S. TING-QUE

City Mayor



BigGame, Inc., Unit 101 IPI Buendia Tower Condominium, No. 501 Sen., Gil J. Puyat Ave., Brgy, San Isidro, Pasay City Tel: 236-5577 www.biggame.com.ph

18 January 2024

Hon. Maila Rosario S. Ting-Que Mayor Tuguegarao City Philippines

Dear Hon. Mayor Ting-Que,

Our company BIGGAME Inc. (BGI), a wholly-owned subsidiary of Philweb Corporation, operates Philippine Amusement and Gaming Corporation (PAGCOR) e-Gaming Stations and e-Bingo Stations. They only cater to patrons who are at least 21 years old.

We would like to request from your good office for a letter of No Objection which is one of requirements in the issuance of the Business Permit for our site located at Unit 107, Junction One Bldg., Balzain Highway, Centro 11, Tuguegarao City, Cagayan.

Based on the new PAGCOR regulations, a Business Permit is one of the requirements for a new applicant of an e-Gaming Station. Based on the same regulations, it is no longer a PAGCOR requirement to submit a city council resolution of no objection for the establishment of an e-Gaming Station.

Enclosed for your guidance is the Gaming License issued by PAGCOR for said site and the PAGCOR Memorandum and Guidelines as of 22 November 2023 for new Application.

Rest assured that we shall comply with all local and national rules and regulations applicable to our site.

Should you have any questions, please do not hesitate to contact us thru the following:

Rosalie Habon 09998877571

rlhabon@biggamecasino.ph

Very truly yours,

Edgap Brian K. Ng



Arcade

Commercial Building

REQUEST FOR AMENDMENT TO GAMING LICENSE FORM

Bingo and Electronic Games Change in Location

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EG/EBLD - 442
0
April 19, 2021

(to be accomplished by EG/EBLD)

GS Form No. 38	EG/EBLD Reference No.:		
SECTION A: GENERAL INSTRUCTION	NS	750	
good standing, resulting from chang 2. The Operator must provide all re processing of this request. 3. Email the clear scans of duly documentary requirements to: GLD	equired information. Incomplete requirements will accomplished GS Form 38-A form together with a D.RGULicensing@pagcor.ph qualifications prescribed in Sections 2 and 3 under ResSRM).	cause the	e non- scribed
SECTION B: APPLICATION DETAILS			
Name of Operator:			
2. Coming License Details (Coming A	(Please provide complete registered name)		
Gaming License Details (Gaming A	_		- 1
☑ Electronic Games	☐ Bingo Games		- 1
eGames InstaWin	Traditional Bingo Electronic Bingo		- 1
Xchangebet	I-Bingo		
MSW SportsBetting			
3. Validity of Current Gaming License	(GL): January 14, 2023		
4. Current Gaming Site Location:	ATI Bldg. Don Domingo (as indicated in the Gaming License)		
	(as indicated in the Gaming License) Tuguegarao City, Cagaya	n	
5. Proposed Gaming Site Address:	Unit 107 Junction Building, Balzair (Unit No. / House No. / Floor Level / Building Name / Centro 11, Tuguegarao City Ca	Street Name	e) '
6. Reason for transfer of location of Ga	aming Site: Current site is not strategic. None renewa	of contr	act
SECTION C: INITIAL SITE REQUIREM	TNITE		
I. Documentary Requirements	ENIS	Subm	itted
	owing distances to schools, churches or places of	Yes	No
worship, cockpits, horse-racing	outlets, public markets, informal settlers, and proved PAGCOR-approved gaming establishments		
2. Certification on site location distar	nces issued by a licensed geodetic engineer (as		
applicable) 3. Business Permit;			
4. Occupancy Permit			HI
5. Locational Clearance 6. Certification issued by Department	of Tourism, if proposed site location is a 3-star		
Hotel 7. Fire Safety Inspection Certificate			
 Approved plan or as-built plan of the City/Municipal Council Resolution of 	e building/complex/arcade, as needed of No Objection (RONO) relevant to the proposed		
transfer site 10. Please check type of establishme for a Gaming Site)	ent (as defined in Annex A-Criteria/Requirements		
Mall	3-star Hotel / Resort accredited by		

Department of Tourism

Privately-owned casinos



REQUEST FOR AMENDMENT TO GAMING LICENSE FORM

Bingo and Electronic Games Change in Location

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Nearest School/s	Name and Address of Institution / Establishment University of Cagayan	Distance 550 meters
2. Nearest Church/es	Divine Mercy Church	1.9 kilometers
3. Nearest Cockpit/s	New Dupaya Cockpit Stadium	3.1 kilometers
Nearest Horse-racing Outlet/s Nearest Public Market/s	Don Domingo Public Market	700 meters
6. Nearest Informal Settlers	Don Donningo i ubile Market	
7. Nearest Resettlement		
Area/s 8. Nearest Gaming Site/s	Bingo Touch Tuguegarao	1.9 kilometers

Provide a list of currently operating establishments located mall/arcade/building where the proposed gaming site shall be located:	within the complex/premises of
Name of Establishment	Type of Establishment (i.e. retail stores, restaurants, leisure and entertainment venues)
1. Jollibee Tuguegarao Tanza Junction 2. Yellow Cab	Restaurants Restaurants
3. Caltex	Gasoline Station
4. Bos Chow	Restaurants
5. CliniQ+ Spa & Skin Care	Leisure
6. Bex Dazzle Salon	Leisure
7. BC KTV BAR	Entertainment
8. CliniQ+ Healthcare	Clinic
9. Robinsons Place Tuguegarao	Mall
10.	

SECTION D: DECLARATION

By signing below, We declare that:

- The information contained in this request including all documents submitted relative to this are valid, true and correct;
- 2. We declare and certify that we are:
 - a. The same business entity who is the licensed Operator of the existing gaming site.
 - b. The proposed location of the gaming site is within the same city or municipality as the existing site.
 - c. The Resolution of No Objection (RONO) issued by the Local Government Unit (LGU) for the existing gaming site address, if any, remains relevant to the new site address. If the existing gaming site has no LONO/RONO, We shall still secure the corresponding RONO for the proposed new location of gaming site.
- 3. We understand that validity of the amended Gaming License (GL) shall be the unexpired term of the original GL.
- 4. We understand that at this point, PAGCOR does not require any contractual agreement for the proposed gaming site. Only in the event of PAGCOR's issuance of the amended GL shall We execute such agreement and likewise commence with the renovation of the site. We will not hold PAGCOR liable for any rental/construction expenses that we may incur relative thereto.



REQUEST FOR AMENDMENT TO GAMING LICENSE FORM

Bingo and Electronic Games Change in Location

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information request	ted may be deemed sufficient caus	that misrepresentation or failure to reveal e for revocation of the GL of the gaming such misrepresentation or act of omission is
regulations on a expenses/"business	the establishment; and that we	ompliant with the LGU's requirements and will not hold PAGCOR liable for ers and/or penalties incurred should site be
	shall undertake to secure an amended ng site, should our request be approved	Business Permit to correspond with the new
Printed Name:	ROSALIE L. HABON	Signature: Whatow
Position Title:	(Authorized Representative) AVP-GAMING (CLUSTER 2)	Date: 2/16/22

1.	Site is acceptable in terms of site location, establishment (as declared by the Operator); According the approval of this request. The grant of amen is subject to PAGCOR Board approval.	
	Evaluator	Date
2.	Application is returned due to insufficient requireme	nts/information:
	Evaluator	Date
3.	Site is unacceptable due to:	
	Violation of distance requirement to school/s	
	Violation of distance requirement to place/s of v	worship or church/es
	Violation of distance requirement to PAGCOR-	approved Gaming establishments
	Violation of distance requirement to cockpits	
	Violation of distance requirement to horse-racing	ng outlets
	Violation of distance requirement to public mark	kets
	Violation of distance requirement to informal se	ttlers
	Violation of distance requirement to resettlement	nt areas
	Not located in prescribed type of establishment	
	Evaluator	Date



Philippine Amusement and Gaming Corporation

MEMORANDUM October 19, 2023

TO

ALL APPLICANTS

ALL GAMING VENUE OPERATORS

FROM

THE ASSISTANT VICE PRESIDENT

SUBJECT

REGULATORY FRAMEWORK FOR THE ISSUANCE OF GAMING

LICENSE FOR THE ESTABLISHMENT OF GAMING VENUES

Please be advised that the PAGCOR Board of Directors, in its meeting held on 19 October 2023, approved the Regulatory Framework for the Issuance of Gaming License for the Establishment of Gaming Venues Rev. No. 0.

Attached herewith is the above-mentioned document for your reference. In addition, the same can be accessed in the Regulatory page of the PAGCOR website.

Correspondingly, prescribed license application and related forms have been updated and published at PAGCOR's Regulatory website. Henceforth, kindly use the latest version of forms for your future applications with PAGCOR.

For your guidance and strict compliance.

Thank you.

JEREMY B. LUGLUG Assistant Vice President

E-Games Licensing Department

Encl: Regulatory Framework for the Issuance of Gaming License for the Establishment of Gaming Venues

cc: OCCEO VP, IGLRG AVP, CMED-IG All Service Providers



I-Gaming Licensing and Regulation Group
E-Games Licensing Department

REGULATORY FRAMEWORK FOR THE ISSUANCE OF GAMING LICENSE FOR THE ESTABLISHMENT OF GAMING VENUES

Rev. No: 1

Effectivity: 2 2 NOV 2023



REGULATORY FRAMEWORK FOR THE ISSUANCE OF GAMING LICENSE FOR THE ESTABLISHMENT OF GAMING VENUES (Remote Games)

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Rev. No. 1

E-Games Licensing Department

Effectivity NGV 2 2 2023

EXECUTIVE SUMMARY

This framework shall govern the guidelines and procedures for the processing of application for the establishment of a gaming venue and subsequent issuance of a Gaming License. This shall also cover all license-related applications such as renewal, license amendment due to transfer or relocation of gaming venue or due to change in operator. This framework likewise covers the procedures and guidelines for the revocation and the pre-termination of Gaming License.

This Regulatory Framework shall form part of the Gaming License issued by PAGCOR to a qualified Operator for the establishment and operation of a gaming venue for each game offering duly regulated and sanctioned by PAGCOR, i.e., traditional bingo games, electronic bingo (eBingo) games, electronic (eCasino) Games, sports betting, specialty games or any suite of games that may be allowed by PAGCOR in the future.

The provisions of this Regulatory Framework shall apply prospectively.

By virtue of the foregoing, the following are laid down as the Regulatory Framework for the establishment of a gaming venue and issuance of a Gaming License.



REGULATORY FRAMEWORK FOR THE ISSUANCE OF GAMING LICENSE FOR THE ESTABLISHMENT OF GAMING VENUES (Remote Games)

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E-Games Licensing Department

- Proposed gaming venue must be located inside the building or within the same complex or premises as the hotel or resort and in an identified commercial space of the hotel or resort (as opposed to guest rooms).
- 6. Commercial Building
- (b) A gaming venue can be co-located with another gaming venue in one area or establishment, as follows:
 - Two (2) gaming venues can be co-located within a Mall. For large malls measuring at least 400,000sqm, three (3) co-located gaming venues may be allowed.
 - Three (3) gaming venues can be co-located within a PAGCORoperated or Regulated Casino.
 - Multi-game offering gaming venues, meaning One Operator is a holder of two or more Gaming Licenses offering different games and Brands, are allowed;
 - For purposes of determining the number of gaming venues within an area/establishment, One Operator (i.e., issued one or more Gaming License offering multiple brands) shall be counted as one gaming venue.
- (c) A Gaming venue shall be allowed to be located within a mixed-use commercial and residential building duly classified as mall, subject to the following additional conditions:
 - The proposed gaming venue must have a separate entrance from the residential section of building.
 - The proposed gaming venue with the same entrance as the residential section of the building shall not be allowed.
 - The proposed site must be located in the commercial area of the building.
- (d) The proposed gaming venue may be located as a lounge-type establishment in the commercial building where betting stations or kiosks are located in an enclosed area within the venue.



REGULATORY FRAMEWORK FOR THE ISSUANCE OF GAMING LICENSE FOR THE ESTABLISHMENT OF GAMING VENUES (Remote Games)

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Section 3. Measurement of Distance

- (a) Distance from proposed gaming venue to schools, places of worship, and another gaming venue will be measured using the nearest access roads.
- (b) In measuring distance from the proposed gaming venue to schools, places of worship, and another gaming venue, the exact location of the schools, places of worship, and another gaming venue will be used as reference point.
- (c) Gaming venues located in a malls, DOT-accredited hotels and resorts, PAGCOR-operated or regulated casinos, cockpit arenas and horse racing tracks shall not be subject to the distance restrictions between gaming venues and vice versa.
- (d) In measuring distance, the Applicant may use either Google Maps or WikiMapia.

Section 4. Additional Guidelines on Site Location

No contractual agreement for the proposed gaming venue shall be executed and renovation shall not commence without PAGCOR's written approval of the establishment of the gaming venue. PAGCOR will not be held liable for any damages and rental/construction expenses that the Applicant may incur relative thereto.

IV. THE APPLICATION

The **Application** is comprised of the procedures and guidelines for establishment and operation of a gaming venue. Receipt and processing of applications are carried out by the EGLD.

Section 1. Application for Gaming License

Application Form for the Establishment of Gaming Venue (EG Form No. 1) involves evaluation of site location.

- (a) The Applicant is required to provide information and fully accomplish the EG Form No. 1 and attach the following documents:
 - Location map of the proposed gaming venue, showing distance from each of the following:



REGULATORY FRAMEWORK FOR THE ISSUANCE OF GAMING LICENSE FOR THE ESTABLISHMENT OF GAMING VENUES (Remote Games)

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- E-Games Licensing Department
 - > schools;
- > places of worship; and,
- > PAGCOR-EGLD licensed gaming venues
- Copy of lease offer issued to the Applicant signifying the lessor's willingness to enter into a lease agreement for the intended space for proposed gaming venue, in case the Applicant is a Lessee; or copy of the Transfer Certificate of Title (TCT) or Declaration of Real Property (Tax Declaration), whichever is applicable, of the property where the proposed site will be located, in case the Applicant is the owner of said property.
- Board Resolution or Secretary's Certificate on designation of authorized representative to submit the application and transact with PAGCOR on behalf of the Applicant-corporation.
- 4. Sworn Undertaking indicating that the Applicant has conducted due diligence and surveyed the area where the proposed gaming venue will be located and is confirming that the proposed location is compliant with distance requirements from schools, places of worship, and from another gaming venue.
- Certification from a duly licensed geodetic engineer confirming that the proposed gaming venue location classified as commercial building or gaming lounge is compliant with the site location distance requirements, may be required.
- For proposed gaming venue located within a hotel or resort, a copy of the applicable Certificate of Accreditation issued by Department of Tourism (DOT).
- For PAGCOR-operated casinos only, the Applicant shall attach a
 favorable endorsement from the branch management signifying its
 concurrence to the operation of a gaming venue within the casino, in
 lieu of the above-listed documents required for attachment.
- (b) Processing of application shall be subject to availability of slot for permitted co-located gaming venues, including the current application for change in location.
- (c) Evaluation of application shall only commence upon the Applicant's submission of complete requirements.
- (d) If the duly accomplished and submitted EG Form No. 1 and the attached documentary requirements are found to be in order, the EGLD shall



Philippine Amusement & Gaming Corporation

Creating Opportunities Beyond Gaming

GAMING LICENSE REG. NO. 22-1393

Gaming License

This Coming Licens is granted to:

BIGGAME, INC

(the "LICENSEE")

purse to Presidential Decree 1869, as amended by Republic Screen 187.

This Gaming License applies to the gaming site located at

Centro 11, Tuguegarao City, Cagayan

for its Electronic Game operations

This Gaming License shall be valid until the 14th day of January 2016.

IN WITNES HAVE DE with authority from the Sound of Directors of PAGCOR, I have hereunto as a second and caused the seal of PAGCOR to be unixed herein in the City of Manual Palliapines, this 16% day of Lanuary 2023.

JUANITO L. SANOSA, JR. President and Chief Operating Officer

Republic of the Philippines)
Pasig City	15.5.

SECRETARY'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

- I, MA. CECILIA C. PAMOR, Filipino, of legal age, with office address at 41st Floor, One San Miguel Avenue Condominium, San Miguel Avenue corner Shaw Boulevard, Ortigas Center, Pasig City, after having been sworn to in accordance with law, hereby depose and state that:
- I am the incumbent Assistant Corporate Secretary of BigGame, Inc., (hereinafter the "Corporation"), a corporation organized and existing under and by virtue of the laws of the Republic of the Philippines, with Unit 101 IPI Buendia Tower Condominium, No. 501 Sen. Gil J. Puyat Ave., Brgy. San Isidro, Pasay City.
- In a meeting of the Board of Directors of the Corporation held on 4 January 2024, the following resolution was unanimously passed upon motion duly made and seconded:

"RESOLVED, as it is hereby resolved, that the Corporation name, constitute and appoint Rosalie L. Habon as its authorized representative to secure the Tuguegarao City Council Resolution of No Objection for its PAGCOR e-Games Station located at Unit 107 Junction One Building, Balzain Highway Centro 11, Tuguegarao City, Cagayan, to do all acts necessary for this purpose, including but not limited to, executing on behalf of the Corporation any and all contract or document pertaining to the release of said resolution, and hereby confirming and ratifying all that the said authorized representative may do or caused to be done by virtue of this authority."

 That the foregoing resolution is still in force and has not been amended, novated or repealed.

IN WITNESS WHEREOF, I have hereunto set my hand this 16 January 2024 at Pasig City.

MA. CECILIA C. PAMOR Assistant Corporate Secretary

SUBSCRIBED AND SWORN TO before me this 16 January 2024 at Pasig City, affiant exhibited to me

her TIN No. 182-202-187.

Doc. No.

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RAYMUND NONATO IL ACUINO

Appendiques No. 107

And Land Comp. Jun Majori Ave.

SUF Official Michael Comm. Not Mylus Ave. Cor, Star Sun, Orogan Contin. Pasic City

FTR No. 0259150 + 21 2023/19340 GBy IRP No. 283950 + 3 2023/1934

MCLE Comp. No. VII ORD LIVE G 15:227 TIM 167:317-782.

Republic of the Philippines)
Pasig City) S.S.

SECRETARY'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

- I, MA. CECILIA C. PAMOR, Filipino, of legal age, with office address at 41st Floor, One San Miguel Avenue Condominium, San Miguel Avenue corner Shaw Boulevard, Ortigas Center, Pasig City, after having been sworn to in accordance with law, hereby depose and state that:
- I am the incumbent Assistant Corporate Secretary of BigGame, Inc., (hereinafter the "Corporation"), a corporation organized and existing under and by virtue of the laws of the Republic of the Philippines, with address at Unit 101 IPI Buendia Tower Condominium, No. 501 Sen. Gil J. Puyat Ave., Brgy. San Isidro, Pasay City.
- In a meeting of the Board of Directors of the Corporation held on 4 January 2024, the following resolutions were unanimously passed upon motion duly made and seconded:

"RESOLVED AS IT IS HEREBY RESOLVED, to authorize the Corporation to secure Business Permit from Pasay City for its PAGCOR e-Games Station (PEGS) for the year 2024 located at Unit 107 Junction One Bidg., Balzain Highway, Centro 11 Tuguegarao City, Cagayan;

RESOLVED, FURTHER, as it is hereby resolved to authorize Emily Ann Mendoza and Airene Lourelle Posidio to facilitate the applications of the Corporation's Business Permits for its PEGS, as well as to claim the same once they are ready for release by the proper offices, departments or agencies of Cagayan, including the authority to do all such acts as may be necessary to implement the above granted authority."

 That the foregoing resolutions are still in force and have not been amended, novated or repealed.

IN WITNESS WHEREOF, I have hereunto set my hand this 4 January 2024 at Pasig City.

MA. CECILIA C. PAMOR
Assistant Corporate Secretary

SUBSCRIBED AND SWORN TO before me this 4 January 2024 at Pasig City, affiant exhibited to me her

TIN No. 182-202-187.

Doc. No.

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CERTIFICATE OF AMENDMENT OF THE ARTICLES OF INCORPORATION OF BIGGAME, INC.

March Carlot St. + 1 St. Sec. Spice St.

KNOW ALL MEN BY THESE PRESENTS:

We, the stockholders and directors of BigGame, Inc. (the "Corporation"), do hereby certify that the attached document is a true and correct copy of the Amended Articles of Incorporation of the Corporation.

The amendments are in the following:

Third Article, by changing the address of the Corporation from "Ground Floor, Streamline Plaza Building, 2290 Palumpong Street corner Baeta Street Pandacan" to "Unit 101 IPI Buendia Tower Condominium, No. 501 Sen. Gil J. Puyat Ave., Brgy. San Isidro, Pasay City".

Seventh Article, by changing the authorized capital stock of the Corporation from "TWO MILLION PESOS (P2,000,000.00)" to "FIVE MILLION PESOS (P5,000,000.00)".

We further certify that the said amendments were approved by all of the members of the Board of Directors of the Corporation and the stockholders representing at least two-thirds (2/3) of the outstanding capital stock at a meeting held on 15 May 2017 at the principal office of the Corporation.

In witness whereof, we have hereunto signed this Certificate this 18th day of May 2017 in Makati City.

Stockholder/Director

ZALDY M. PRIETO Stockholder/Director

EDGAR BRIAN K. NG

Stockholder/Director

SAMUEL A DELA CUESTA

Stockholder/Director

RAYMUND S. AQUINO

Stockholder/Director/Corporate Secretary

MAY 2 2 2017

SUBSCRIBED AND SWORN to before me this __ day of May 2017 in Makati City by the above-named persons who exhibited to me their TIN as follows:

Name	TIN
Dennis O. Valdes	141-808-056
Zaldy M. Prieto	193-976-155
Edgar Brian K. Ng	143-335-323
Samuel A. Dela Cuesta	116-280-769
Raymund S. Aquino	167-317-782

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Appendinger No. M-124-(2017-2018)

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AMENDED ARTICLES OF INCORPORATION

OF

BIGGAME, INC.

Know All Men By These Presents:

The undersigned incorporators, all of legal age and majority of whom are residents the Philippines, have this day voluntarily agreed to form a stock corporation under the laws of the Republic of the Philippines.

THAT WE HEREBY CERTIFY:

FIRST: The name of this corporation shall be:

BIGGAME INC.

SECOND: A. That the primary purpose of this corporation is to engage in the business of setting up internet gaming stations and its operations.

B. That the corporation shall have all the express powers of a corporation as provided for under Section 36 of the Corporation Code of the Philippines.

THIRD: That the place where the principal office of the corporation is to be established is at: Unit 101 IPI Buendia Tower Condominium, No. 501 Sen. Gil J. Puyat Ave., Brgv. San Isidro, Pasay City (as amended on 15 May 2017)

FOURTH: That the term for which the corporation is to exist is fifty (50) years from and after the date of issuance of the certificate of incorporation.

FIFTH: That the names, nationalities, and residences of the incorporators are as follows:

Name	Nationality	Residence
CRISANTO ROY B. ALCID	FILIPINO	18-C 3 Woodside Homes Hemady St. Q.C.
ROBERTINA M. FUERTE	FILIPINO	132 Acacia St. Sta. Rosa Vill, Sta Rosa. Laguna
YAEL A. BUENCAMINO	FILIPINO	33 Juno St. Bel-Air 2, Makati City
CARLOS FRANCISCO D. GENERAL	FILIPINO	2 Tokyo St, Merville Subd ., Paranaque City
MA. CRISTINA M. RUBIO	FILIPINO	212 Bulusan St, AyaJa Alabang Village, Muntinlupa City

SIXTH: That the number of directors of said corporation shall be FIVE (5) and that the names, nationalities and residences of the first directors who are to serve until their successors are elected and qualified as provided by the by-laws are as follows:

Name	Nationality	Residence
CRISANTO ROY B. ALCID	FILIPINO	18-C 3 Woodside Homes Hemady St. Q.C.
ROBERTINA M. FUERTE	FILIPINO	132 Acacia St. Sta. Rosa Vill. Sta Rosa. Laguna
YAEL A. BUENCAMINO	FILIPINO	33 Juno St. Bel-Air 2, Makati City
CARLOS FRANCISCO D. GENERAL	FILIPINO	2 Tokyo St, Merville Subd ., Paranaque City
MA. CRISTINA M. RUBIO	FILIPINO	212 Bulusan St, AyaJa Alabang Village, Muntinlupa City

SEVENTH: That the authorized capital stock of the corporation is FIVE MILLION PESOS (P5,000,000.00) in lawful money of the Philippines, divided into FIVE MILLION (5,000,000) shares with the par value of ONE PESO (P1.00) per share. (as amended on 15 May 2017)

EIGHT: That at least 25% of the authorized capital stock has been subscribed and at least 25% of the total subscription has been paid as follows:

Name	Nationality	No. of Shares Subscribed	Amount Subscribed	Amount Paid
CRISANTO ROY B. ALCID	FILIPINO	100.00	P100,000.00	P25,000.00
ROBERTINA M. FUERTE	FILIPINO	100.00	P100,000.00	P25,000.00
YAEL A. BUENCAMINO	FILIPINO	100.00	P100,000.00	P25,000.00
CARLOS FRANCISCO D.GENERAL	FILIPINO	100.00	P100,000.00	P25,000.00
MA. CRISTINA M. RUBIO	FILIPINO	100.00	P100,000.00	P25.000.00
Total		500.00	P500,000.00	P125,000.00

NINTH: No transfer of stock or interest which would reduce the stock ownership of Filipino citizens to less that the required percentage of the capital stock as provided by existing laws shall be allowed or permitted to be recorded in the books of corporation and this restriction shall be indicated in the stocks certificates issued by the corporation.

TENTH: That YAEL A. BUENCAMINO has been elected by the subscribers as treasurer of the corporation to act as such until his/her successor is duly elected and qualified in accordance with the by- laws; and that as such Treasurer, he/she has been authorized to receive for and in the name and for the benefit of the corporation, all subscription paid by the subscribers.

ELEVENTH: That the corporation manifests its willingness to change its corporation name in the event another person, firm, or entity has acquired a prior right to use the said firm name or one deceptively or confusingly similar to it.

In Witness whereof, we have set our hands this 2nd day d February 2005 at Makati City.

(SGD.) CRISANTO ROY B. ALCID

(SGD.) ROBERTINA M. FUERTE

(SGD.) YAEL A BUENCAMINO

(SGD.) CARLOS FRANCISCO D. GENERAL

Community Tax Certificate No. Date & place issued

(SGD.) MA. CRISTINA M. RUBIO

WITNESSES:

(SGD.) RITA CUBANGBANG (SGD.) CALUDETTE UBALDO

ACKNOWLEDGEMENT

Republic	of t	he	Philippines)
				15.

BEFORE ME, a Notary Public in and for Makati City, Philippines, this 3rd day of February, 2005 personally appeared:

CRISANTO ROY B. ALCID	06015984	Manila
ROBERTINA M. FUERTE	03227889	Manila
YAEL A. BUENCAMINO	15281902	Makati
CARLOS FRANCISCO D. GENERAL	Passport No. GG823646	Manila
MA. CRISTINA M. RUBIO	02663539	Manila

all known to me and to me known to be the same persons who executed the foregoing Articles of Incorporation and they acknowledged to me that the same is their free and voluntary act and deed.

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

Doc. No. 102;

Name

Page No. 22:

Book No. 1;

Series of 2005.

To the Securities and Exchange Commission:

In connection with the application of BigGame, Inc. for its increase in the authorized capital stock to Five Million Pesos (P5,000,000.00), the undersigned hereby declares under oath the following:

- (1) That all information and representations contained in the submitted application and its supporting documents are true and correct;
- (2) That the verification procedures required by the Commission were conducted by an independent auditor who issued a report thereon in accordance with the auditing standards in force;
- (3) That the items/accounts subject of the applications are authorized, valid and legal; and
- (4) That the shares of stock to be issued are not watered (if the subject application pertains to an increase in capital stock).

The management hereby authorizes the Commission to examine any time, even after the approval of the application, the company's books of accounts and records to determine the validity and accuracy of the transaction.

DENNIS O. VALDES

SUBSCRIBED AND SWORN to before me this 18th day of May 2017 at Makati City, affiants exhibiting to me their TIN as follows:

Dennis O. Valdes 141-808-056

Zaldy M. Prieto 193-976-155

Doc. No.

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Series of 2017.

Book No.

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

CERTIFICATION

- I, RAYMUND S. AQUINO, Filipino, of legal age, with office address at The Penthouse, Alphaland Southgate Tower, 2258 Chino Roces Ave., corner EDSA, Makati City, after having been sworn in accordance with law, do hereby depose and state:
- I am the Corporate Secretary of BIGGAME, INC. (the "Corporation"), a corporation duly organized and existing under the laws of the Philippines.
- To the best of my knowledge, no action or proceeding has been filed or is pending before any court involving an intra-corporate dispute and/or claim by any person or group against the Board of Directors, individual directors, and/or major corporate officers of the Corporation as its duly elected and/or appointed directors or officers or vice versa.

IN WITNESS WHEREOF, I have hereunto set my hand this 18th day of May 2017, in the City of Makati.

RAYMUND S. AQUINO Corporate Secretary

SUBSCRIBED AND SWORN to before me this 18th day of May 2017, in the City of Makati by Mr. Raymund &. Aquino who presented to me his TIN 167-317-782.

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CONTRACT OF LEASE

(Essential Provisions)

LESSOR	Zone 3 Buntun Hihgway, Tuguegarao City, Cagayan
	Represented by its <u>Director</u> ENGR. ESLI I. DELA CRUZ
	Hereinafter referred to as "LESSOR"
LESSEE	BIGGAME INC. IPI Buendia Tower Condominium, Brgy. San Isidro, Pasay City
	Represented by its President Brian K. Ng
	Hereinafter referred to as "LESSEE"
PARTIES	The Lessor and the Lessee shall be referred as parties in this Contract
RECITALS	WHEREAS, The Lessor is the Lessee of the land with Commercial Spaces Located Junction Tanza, Tuguegarao City, ("Junction One"), Covered By Tct No. 4451 Issued By The Register Of Deeds For Tuguegarao City; WHEREAS, the Lessee has offered to sublease office space and stockyard
License Salara	within the ARC (the "Leased Premises", as defined below) from the Lessor, and the Lessor has agreed to sublease the same to the Lessee;
1. Term of Lease	The term for the lease shall be for a period of FIVE (05) years (the "Lease Period") commencing on 30 MARCH 2022 ("Lease Commencement Date") to 29 MARCH 2027 .
2. Leased Premises	The space subject to this contract contains an aggregate approximate area of ONE HUNDRED FIFTEEN AND 18/100 (115.18) square meters, and more particularly identified in the attached floor plan which is made an integral part hereof as Annex "A"
3. Rental	The rental for this Lease Contract shall be as set for the schedule of rental fees herein attached as Annex "B"
4. Guarantee Deposit	The LESSEE shall pay to the LESSOR a Guarantee Deposit equivalent to THREE (03) months' rental for the LEASED PREMISES in the sum of PESOS: ONE HUNDRED SEVENTY-TWO THOUSAND, SEVEN HUNDRED SEVENTY (PHP 172,770.00), payable upon signing of this Contract;
5. Advanced Rental	Shall be equivalent to THREE (03) months' lease rental for the LEASED PREMISES, plus VAT, in the total amount PESOS : ONE HUNDRED EIGHTY-FOUR THOUSAND, EIGHT HUNDRED SIXTY-THREE AND 90/100 (PHP 184,863.90) , which shall be applied to the FIRST THREE months reckoned from the lease payment commencement date of FIRST THREE months of operations.
6. Service Charge and Utilities	AMOUNT PER SQM, as billed;
7. Contract of Lease	This Contract of Lease is composed of these Essential Provisions Annex A (Floor Plan), Annex B (Schedule of Rental Fees) and Annex C (Terms and Conditions)





IN WITNESS WHEREOF, the Parties have hereunto set their hands on the date of notarization.

	1RDIJ REALTY & DEVELOPMENT CORPORATION	BIGGAME INC.
Ву:		BY: The let I
	ESLI INTERIOR DELA CRUZ Director	President
	Signed in the	e presence of:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

) S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, this ² 3 MAY 2022 in personally appeared:

NAME	PROOF OF IDENTITY
1RDI) REALTY & DEVELOPMENT CORPORATION By: Esli I. Dela Cruz	PRC# 018-15-77
BIGGAME INC. By: Brian K. No.	Passpar No.: P790506A

known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me the same is their free and voluntary act and deed. This instrument, consisting of __ pages, including the Annexes and page on which this Acknowledgement is written.

WITNESS MY HAND AND SEAL on the date and place above indicated.

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ANNEX C TERMS AND CONDITIONS

Section 1 SUBJECT AND PURPOSE

The LESSOR hereby lets and leases unto the LESSEE the LEASED PREMISES, and the LESSEE hereby accepts the same by way of lease, subject to the terms and conditions of this Contract.

The LEASED PREMISES shall be that defined in the Essential Provision hereof, subject however to adjustment depending on its actual measurement. The LESSEE hereby expressly agrees and warrants that the LEASED PREMISES shall be used solely as a Office and Internet Gaming Services and/or such other purposes that are necessarily connected therewith.

It is hereby understood that the LEASED PREMISES shall include/cover only the interior space between the floor and ceiling of the covered/enclosed spaces, and between the walls or boundary lines of these covered/enclosed spaces.

Section 2 LEASE PERIOD, RENEWAL, AND PRE-TERMINATION

This Contract shall be effective for the period defined in the Essential Provisions. This Contract of Lease may be renewed at the option of the Parties, and subject to the terms the Parties shall agree upon in writing. Negotiations, if necessary, for the extension or renewal of this Contract shall be initiated by either of the herein Parties ninety (90) days prior to the expiration of this Contract. In case of non-renewal of the lease, the LESSEE shall give the LESSOR three (3) months prior written notice.

Interruptions in the physical possession of the LEASED PREMISES or in the business operations of the LESSEE without the fault of the LESSOR shall not suspend nor extend the Lease Period, except as otherwise provided in this Contract.

Except as otherwise expressly herein provided, the LESSEE shall have no right to pre-terminate this Contract. However, in the event that the LESSEE pre-terminates this Contract for any reason whatsoever (other than the exercise by the LESSEE of its option to pre-terminate this Contract as herein provided), LESSEE agrees to pay LESSOR liquidated damages equivalent to half of the monthly rent for the unexpired portion of the Lease Period and to forfeit in favor of the LESSOR the Guarantee Deposit defined and referred to in Section 5 and, if still applicable, the Advance Rental/Service Charge referred to in Section 6 of this Contract, without prejudice to the LESSOR's exercise of the other rights granted it under this Contract.

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Section 3 FIT-OUT PERIOD

The LESSEE shall, at its own expense, undertake the fit-out of the LEASED PREMISES within ninety (90) days from Commencement Date free of rent. During the said rent-free Fit-Out Period, only the basic rental specified in Section 4 hereof shall not be collected by the LESSOR from the LESSEE. Although the LESSEE shall not be liable to pay the LESSOR for the rent during the Fit-out period, it shall pay the LESSOR service charges provided hereunder, as well as all separately metered and billed utilities charges for utilities consumed by the LESSEE with respect to the LEASED PREMISES. The rental-free Fit-out Period shall occur on the Lease Commencement Date.

Should the LESSEE unreasonably fail to start and/or complete the construction within the Ninety-day Fit-Out Period, the LESSEE shall have the option to terminate this Contract subject to forfeiture of deposits or advances made by the LESSEE. For purposes of compliance with its obligations, the LESSEE shall be deemed to have started construction if it has initiated the steps towards the commencement of construction by entering the LEASED PREMISES for the purpose of measuring the area in preparation of construction.

The LESSOR shall issue a Notice to Proceed Fit-Out Works in favor of the LESSEE within two (2) days from receipt of the complete Fit-Out Plans, provides said plans shall conform to LESSOR'S requirements and LESSEE shall abide by the Renovation Guidelines which shall be issued by the LESSOR to the LESSEE together with the Notice to Proceed Fit-Out Works.

During the Fit-Out Period, the LESSEE, its employees, contractors and subcontractors shall be permitted access to the LEASED PREMISES at any time of the day for the purpose of completing interior construction and fit-out work in order the make the LEASED PREMISES suitable for LESSEE's use.

Before the start of the Fit-Out Period, the LESSOR will collect from the LESSEE a construction bond equivalent to one (1) month basic rental. The construction bond shall be called upon to answer for any penalties or damages the LESSOR may incur for failure of the LESSEE to secure the necessary city/national government permits for the fit-out of the LEASED PREMISES. The said construction bond will be refundable to the LESSEE within thirty (30) working days from notice to the LESSOR of the completion of the fit out, less deduction, if any, for any penalty/damage the LESSEE fails to pay. Immediately upon discovery of any violation and at all times prior to any deduction being made, the LESSOR shall notify the LESSEE in writing so as to enable the latter to address the violation and remedy any alleged damage resulting therefrom, for the purpose of preventing any deduction from being made.



Section 4 RENTAL AND PAYMENT

- 4.1 The monthly rental, monthly service charge rate and escalation rate for the LEASED PREMISES shall be as defined in the Essential Provisions.
- 4.2 Since the monthly rental amounts are based on the total area of the LEASED PREMISES, such shall be subject to adjustment depending on its actual measurement, consistent with the provisions of section 1 hereof. Likewise, the Guarantee Deposit and Advance Rental/Service Charge, respectively under Sections 5 and 6, shall be adjusted accordingly.
- 4.3 If the VAT rate is reduced at any time during the term of this Contract, the LESSEE shall pay VAT using the reduced rate. However, any upward adjustment on the VAT that may be payable on the lease rental shall be for the LESSEE's account.
- 4.4 The monthly rental amounts indicated above, and detailed in ANNEX "B" of this contract, shall be subject to withholding tax. The LESSEE shall furnish the LESSOR a statement of the tax withheld and the number and date of revenue tax receipts issued therefor.
- 4.5 The monthly rental and service charges shall be due on or before the close of business hours on the fifth (5th) day of each month, subject to payment instructions indicated in ANNEX "B". All rental and service charges payments shall be made to the LESSOR or its authorized agents at the address specified above or its subsequent principal place of business, which shall be advised to the LESSEE in writing at least ten (10) business days prior to its effectivity.

The LESSEE shall deliver to the LESSOR post-dated checks covering payment of rental for the schedule provided in ANNEX "B". In delivering the checks, LESSEE understands that the LESSOR may deposit the check on or after the date indicated therein, without notice or consent. Stale checks shall be replaced within 5 days from receipt of notice to the LESSEE.

LESSOR shall keep these checks in trust for the LESSEE until the due date provided in the schedule. Rent shall be deemed paid upon clearance of the corresponding check and shall be evidenced by an Official Receipt covering the period of rent as per schedule, which shall be issued by the LESSOR within 3 days from clearance of the check.

4.6 No lease rentals or service charge shall be recognized as having been paid unless evidenced by the official receipt of the LESSOR or its authorized agents. The Official Receipt shall specify the payments made including VAT. In this regard, the LESSEE shall not be required to tender payment for the monthly rental or service charge due unless the LESSOR or its authorized agents are willing and able to issue the official receipt therefor, and in which case the LESSEE shall not be deemed in



breach of any obligation under this Contract. Payment of rentals and service charges by the LESSEE to unauthorized persons shall not be recognized.

- 4.8 Payment of real property tax for the LEASED PREMISES shall be for the account of the LESSOR.
- 4.9 If the LESSEE defaults in the payment of any lease rental and/or service charge due under this Contract, the LESSEE shall pay the LESSOR interest at the rate of four percent (4%) per month or a fraction thereof on any monthly rental or service charges not paid on time, to be computed from the date of delinquency, plus a penalty of four percent (4%) for every month of delay. Any interest/penalty due and unpaid shall form part of the principal and earn interest/penalty at the stipulated rate. This is without prejudice to the LESSOR's exercise of its rights under Section 30 hereof.

Section 5 GUARANTEE DEPOSIT

This Guarantee Deposit shall be kept intact by the LESSOR during the life of this Contract

It is understood that this deposit shall not incur interest nor is it intended to be a measure of damages that the LESSOR may collect from the LESSEE under this Contract. It cannot be applied by the LESSEE to unpaid rentals or to the repairs that shall be required on the LEASED PREMISES. The LESSOR shall issue an official receipt evidencing payment of the Guarantee Deposit made by the LESSEE.

Except as hereinafter provided, the Güarantee Deposit shall be returned to the LESSEE without interest within thirty (30) days from the expiration of this Contract, or turnover of the LEASED PREMISES, whichever is later, less whatever amount that may be necessary to cover/answer for: (a) damages to the LEASED PREMISES due to LESSEE's fault or negligence, (b) unpaid bills for water, electricity, telephone, service charges, garbage fees, and (c) all other repairs necessary to restore the LEASED PREMISES to a reasonably tenantable condition, except ordinary wear and tear, unless (1) the LESSEE has surrendered the LEASED PREMISES as they were found at the beginning of the lease subject only to normal wear and tear or (2) the Parties have agreed or resolved a dispute relating to the restoration of the LEASED PREMISES and the LESSEE has restored the LEASED PREMISES in accordance with Section 24.

The payment of the Guarantee Deposit shall not relieve the LESSEE of its obligation to pay monthly rentals and service charges on their due dates, including all other fees and additional charges as provided for under this Contract. The LESSEE shall not, at anytime, assign, mortgage, or otherwise encumber the Guarantee Deposit or any right thereto.

In case of pre-termination by the LESSEE of the lease for any reason whatsoever, other than those which are allowed under this Contract, the Guarantee deposit shall be automatically forfeited in favor of the LESSOR without notice to the LESSEE.

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Section 6 ADVANCE RENTAL/ SERVICE CHARGE

Upon signing of this Contract, the LESSEE shall pay the LESSOR an advance rental as defined in the Essential Provisions hereof.

The LESSOR shall issue receipt evidencing payment of the advance rental.

Section 7 TAXES

Any Value-Added Tax (VAT) which may be levied or assessed on the rentals and other payment owed by the LESSEE to the LESSOR shall be for the account of the LESSEE. For this purpose, the LESSEE shall pay to the LESSOR the amount corresponding to the Value-Added Tax payable on the account of this lease by delivering to the latter the said amount simultaneously with the payment of the LESSEE of the rental for the LEASED PREMISES.

The LESSEE shall deduct from the rentals payable to the LESSOR the amount corresponding to the Creditable Withholding Tax, remit the said amount directly to the Bureau of Internal Revenue (hereinafter the "BIR") pursuant to and within the period provided in the pertinent BIR regulations, and submit to the LESSOR proof of prompt payment of the said tax within three (3) days from the said payment.

The documentary stamp tax arising from the execution of this Contract shall be for the account of the LESSEE.

During the Lease Period, the LESSEE shall pay for all fees, assessments and charges of a public nature, which are or may be assessed against the LEASED PREMISES. The real property tax on the LEASED PREMISES shall be for the account of the LESSOR.

Suggested revision on additional sentence: Taxes on real property shall be excluded from taxes due to the Lessee.

Section 8 USE OF THE LEASED PREMISES

The LEASED PREMISES shall only be used by the LESSEE for the purpose specified in this Contract. The LESSEE and its successor/s-in-interest shall not use the LEASED PREMISES for any other purpose without the prior written consent of the LESSOR, it being expressly agreed that if, at any time during the term of the lease, and without the LESSOR's prior written consent, the said premises are used for other purposes, the LESSOR shall have the right to either (1) rescind this Contract and forfeit the Guarantee Deposit if the LESSEE does not stop the new activity within a period of thirty (30) days from written notice of the LESSOR or (2) increase the rental to take into account the change in the use of the LEASED PREMISES.

The LESSEE shall not use or permit the use of any portion of the LEASED PREMISES as sleeping or living quarters, or as lodging rooms. The LEASED PREMISES

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shall not also be used as warehouse, storage room, except as may be reasonably necessary or convenient to carry on or promote the business of the LESSEE, or for any offensive, unlawful and/or immoral activity. Neither shall the LEASED PREMISES be used in any manner that will destroy or downgrade the quality of the Building's prestige.

The LESSEE shall control/tone down the sound or noise from the LEASED PREMISES within a reasonable level so as not to disrupt or unduly hinder work in nearby offices or disturb the peace in and around the Building.

The LESSEE shall maintain the LEASED PREMISES as a wholesome and respectable place.

The LESSEE shall not, in any way, knowingly participate, cooperate, or abet in the return of a delinquent former LESSEE to the Building, in any capacity or under any guise whatsoever. A delinquent LESSEE is one who defaulted in the payment of rentals, or who abandoned the premises leased by it, or who has in any manner, breached its contract of lease with the LESSOR. A violation of this provision shall give the LESSOR the right to terminate this Contract and avail of all remedies under Section 29.

No furniture, merchandise, goods, commodities, additions, structures, annexes, devices, attachments of any kind, character, manner or size shall be made, installed, placed, attached, used or incorporated outside the LEASED PREMISES. No such items, or any matter whatsoever, shall be placed, displayed or arranged outside of or protruding from the LEASED PREMISES without the express prior written consent of the LESSOR. The LESSEE shall not do or omit to do anything which may obstruct the free flow or passage of persons and articles through the pathways through and around the Building. Upon failure of the LESSEE to remove or demolish said objects/obstructions, despite notice from LESSOR, the LESSOR shall have the right to remove or demolish any such object or obstruction, without any liability whatsoever to the owner(s) thereof.

SECTION 9 OBSTRUCTION

The sidewalks, entries, passages, corridors, stairways, of the Building shall not be obstructed or used by the LESSEE for any purpose other than for ingress to or egress from the LEASED PREMISES.

SECTION 10 CUSA & CARE FOR THE LEASED PREMISES

Both Parties agree to keep and maintain the LEASED PREMISES in good, clean and sanitary condition, free from noxious odors, disturbing noises, and/or other nuisances.

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The LESSOR shall charge the necessary fees ("Service Charges") on a monthly basis for the for the purpose of providing, managing, controlling and directing the security and general maintenance of the Common Use Service Area ("CUSA") of the Building and other administrative expenses for the preservation of the building. The LESSOR reserves the right to collect payments for special assessments for any major improvements necessary for the upkeep and maintenance of the LEASED PREMISES.

The LESSEE shall pay SERVICE CHARGES directly to the LESSOR or thru its authorized agent and further agrees to abide by the rules and regulations of the LESSOR. The service charges shall be subject to reasonable adjustment based on the increase in the maintenance cost of the common areas, including but not limited to security and janitorial services. The LESSOR may increase the monthly service charges only once a year provided that the LESSEE shall be given sixty (60) days prior written advise of such increase. The monthly service charges shall be deemed to be additional charges to the LESSEE due and payable to the LESSOR and shall be governed by the provisions hereof, including the payment of interests and penalties in case of default

The LESSOR shall procure receptacles that may be required by the National or City ordinances to hold and contain waste, garbage and refuse and shall properly dispose such waste, garbage and refuse for the common areas and for the entire premises. However, the LESSEE shall be responsible for all the necessary firefighting and safety equipment such as fire extinguishers and the like which are required by law for the LEASED PREMISES.

Section 11 UTILITIES

All utilities pertaining to the LEASED PREMISES including but not limited to water, gas, telephone and electricity, as well as any interest penalty and/or surcharge on such charges, shall be for the account of the LESSEE.

The electric/power consumption for the LEASED PREMISES shall be metered directly for LESSEE's account. The LESSEE's electric consumption shall not at any time, exceed the capacity of the existing risers, feeders, and/or wirings of the Building. LESSEE undertakes to comply with all engineering and safety laws prescribing limits of load on any portion of the LEASED PREMISES.

The LESSOR shall provide water sub-meter/s for the LEASED PREMISES and the LESSEE shall directly pay the LESSOR for its water consumption based on the water sub-meter/s reading. The rate per unit of water consumption shall be based on the rate and other charges imposed by Tuguegarao Water District or the relevant water utility company.

The LESSEE shall negotiate directly with telecommunication provider(s) for its telephone requirements in the LEASED PREMISES.

In the event that the LESSEE fails to promptly pay any monthly rental, service charges, utility, and/or an amount due under this Contract, unless it is otherwise exempt from tendering such payment, the LESSOR reserves the right to discontinue providing basic services on the LEASED PREMISES, without prejudice to the right of the LESSOR to impose interests and penalties pursuant to Section 4 hereof.

SECTION 12 ADDITIONAL SERVICE FACILITIES

The installation of additional electric, water, telephone, and other facilities in the LEASED PREMISES shall be for the LESSEE's sole account. Such installation shall be made only with the written consent of the LESSOR, which shall not be unreasonably withheld, and only in such manner as to cause no injury or damage to the LEASED PREMISES. Provided, that in case of the installation of additional electrical appliances such as water coolers, refrigerators, air conditioners, fans, etc., wherein extra outlets will be needed, the LESSEE shall first furnish the LESSOR with a plan of such construction and the LESSEE shall employ only the services of a licensed electrician so that the additional load of current shall be within the capacity of the main switch of the panel on the corresponding floor, thereby minimizing fires and other hazards. LESSEE shall further comply with all safety and operating requirements of the Fire Department, Bureau of Labor Standards, the Municipal and City Engineer, and all other governmental agencies.

Fees for the inspection of appliances or equipment installed by the LESSEE within the LEASED PREMISES charged by any government agency in accordance with any applicable law, ordinance, rule, and regulation for which, shall be for LESSEE's sole account.

Section 13 MAINTENANCE AND CARE FOR THE LEASED PREMISES

The LESSEE binds itself to keep and maintain the LEASED PREMISES in good and clean condition, ordinary wear and tear excepted.

The LESSEE shall, at its own expense, maintain the LEASED PREMISES in a clean and sanitary condition, free from noxious odors, disturbing noises, and/or other nuisances, and upon the expiration of this Contract, surrender and return the LEASED PREMISES as they were actually found at the beginning of the lease, subject to normal wear and tear.

The LESSEE shall procure receptacles required by National or City ordinances to hold and contain waste, garbage and refuse and shall deposit such waste, garbage and refuse at places designated by the LESSOR. The LESSEE shall likewise provide and be responsible for all the necessary firefighting and safety equipment such as fire extinguishers and the like which are required by law for the LEASED PREMISES. The LESSOR shall provide fire-fighting and safety equipment, as required by law for the common areas of the Building.

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The LESSEE shall not affix, inscribe, or paint any canopy, awning, notice, sign or other advertising medium on any part of the Building without the LESSOR's prior written consent, which shall not however be unreasonably withheld. Any and all permits required and/or fees imposed by the duly constituted local and/or national authorities arising from any approved signs shall be the direct and sole responsibility and/or liability of the LESSEE.

The LESSEEE further agrees to maintain such approved sign in good condition during the period/term of this Contract. No indecent, immoral, suggestive, provocative, or objectionable inscriptions, paintings or advertisements within or outside the LEASED PREMISES shall be posted. The LESSOR has the right to prohibit, remove and/or destroy any such unauthorized, prohibited or objectionable signs or materials which may be found within or outside the LEASED PREMISES, without any consequential civil and criminal liability and without any liability for reimbursement of costs on the part of the LESSOR.

The LESSEE shall maintain the LEASED PREMISES in good and in clean and sanitary condition at all times. LESSEE shall take good care of and at its own expense keep in good condition/ repair the LEASED PREMISES, including but not limited to all glasses, fixtures, appurtenances, and make good any injury or breakage done by the LESSEE or any of its officers, employees, agents, or visitors as well as losses and damages caused by the overflow or escape of water resulting from the negligence of the LESSEE or any of its officers, employees, agents, or visitors. Should the LESSEE fail to repair or restore the LEASED PREMISES as herein provided, the LESSOR shall have the right to do said work and the cost thereof shall be deemed to be additional charges to the LESSEE due and payable to the LESSOR upon demand, and shall be governed by Section 4 hereof with respect to the payment of penalties and interests in case of default.

LESSEE shall service and maintain in good working condition, during the period of this Contract, all electric, water, telephone, and other service facilities in the LEASED PREMISES and shoulder at its own expense and for its own account the service, maintenance, electric consumption, repairs and/or replacement of the parts of the said facilities. LESSOR shall not be liable for any breakdown, failure, or non-performance of these facilities due to low voltage, faulty electric current, and/or any other cause, except those caused by the fault or negligence of the LESSOR, its representatives or agents.

SECTION 14 SECURITY SERVICE

The LESSEE shall provide at its own expense the security services for the LEASED PREMISES.

The LESSOR, directly or through a Property Manager, shall provide for the security requirements of the CUSA of the Building.

The LESSOR shall not be accountable or liable for any loss that may be suffered by the LESSEE in the LEASED PREMISES, by reason of theft, robbery, and/or other



crimes. The LESSOR shall formulate such policies for the coordination of the private security system in the LEASED PREMISES and the Building. The LESSEE shall free the LESSOR from any and all liabilities arising from any theft, robbery, damage to property, death or bodily injuries committed against its customers or guest occurring in the LEASED PREMISES or committed against other tenants and/or their customers or guest committed by the LESSEE or its contractors, employees or service providers.

Section 15 ALTERATIONS, ADDITIONS AND/OR IMPROVEMENTS

The LESSEE shall not make alterations in addition to or improvements upon the LEASED PREMISES including the electrical and plumbing installations thereon without prior consent of the LESSOR, which consent shall not however be unreasonably withheld. All such alterations, additions or improvements shall be done only in accordance with the plans and specifications previously approved by the LESSOR, which approval shall not however be unreasonably withheld. Any alteration, addition and/or improvement made on the LEASED PREMISES without the prior written consent of the LESSOR and those not done in accordance with the plans and specifications previously approved by the LESSOR shall give the LESSOR the immediate right to terminate this Contract. Likewise, the LESSOR is hereby authorized to remove and demolish without further notice any unauthorized fixed improvements made by the LESSEE.

Alterations shall be performed in a professional manner and shall not weaken or impair the structural strength, or lessen the value of the Building or the LEASED PREMISES, or change the purpose for which the Building or any part thereof may be used, or affect the overall operational efficiency of the Building. Partitions shall be made of fireproof materials, i.e., gypsum board, etc. Such additions to and/or improvements upon the LEASED PREMISES shall be exclusively at the expense and for the account of the LESSEE.

Upon the termination of this Contract or the expiration of the Lease Period, all fixed and permanent improvements introduced, built or installed in the LEASED PREMISES by the LESSEE including those items which cannot be removed or detached from the LEASED PREMISES without defacing, injuring or causing damage to the LEASED PREMISES, shall become the property of the LESSOR and be surrendered with the LEASED PREMISES as part thereof without obligation on the part of the LESSOR to reimburse the LESSEE for the cost thereof. In case the LESSOR does not choose to retain such improvements, the same shall be removed by and at the expense of the LESSEE and the LEASED PREMISES shall be restored to its original condition, ordinary wear and tear excepted.

It is hereby agreed that the following improvements shall not be removed even if it is possible to detach these in a manner which will not deface the LEASED PREMISES:



- Partition which has been fixed to the floor, wall, and/or ceiling by glue, nails, rivets, etc.
- b) Fixtures like kitchen sink, lavatory, water faucet, tiles and carpet.
- c) Doors and doorknobs.

LESSEE shall obtain the necessary permits from the various government entities, whenever such are needed to effect alterations, additions, and/or improvements.

SECTION 16 JANITORIAL AND PEST CONTROL

The LESSEE shall furnish at its own expense the required janitorial and pest control services for the LEASED PREMISES in order to maintain the LEASED PREMISES in a clean and sanitary condition at all times. The LESSOR shall cause other tenants or occupants of the Building to comply with this requirement.

The LESSOR directly or through a Property Manager shall provide for the janitorial and pest control requirements of the common areas of the Building.

Section 17 REPAIRS

The LESSEE shall be generally liable for all repair within the Leased Premises or for all improvements introduced by the LESSEE.

The LESSOR shall be responsible for all repairs arising from structural defects on the LEASED PREMISES necessary to keep the same suitable for the use to which it is intended during the Lease Period.

In the event that structural or hidden defects shall render any portion of the Building untenantable, the LESSOR reserves the right to exercise any of the following options:

- a) The LESSOR may repair the untenantable portion of the Building at its own expense and for its own account. During the period of repair, the LESSEE shall receive a pro-rata adjustment of the rent and service charges pertaining to the untenantable portion; LESSEE shall continue to pay the rentals and service charges due on the affected area after its repair; or
- b) The LESSOR may opt not to repair the untenantable area, and therefore, the LESSEE shall receive a pro-rata adjustment of the rent and service charges from the LESSOR, in proportion to the area that cannot be effectively used by the LESSEE.

The foregoing shall be without prejudice to the right of the LESSEE to terminate this Contract if: i) the extent of the untenantable portion and/or the expected duration



of the repair thereof will materially impair the conduct of the business of the LESSEE, or b) there are structural or hidden defects as determined and certified by a structural engineer acceptable to the Parties and such structural or hidden defects would materially impair the conduct of the LESSEE's business.

All other repairs such as but not limited to repairs due to ordinary wear and tear or use of Leased Premises, defects of water fixtures, faucets, water closets, shower fixtures, and valves; damage to or defects of electrical lighting and power fixtures such as switches, bulbs, sockets, wiring convenience outlets, fluorescent fixtures, and all other repairs which are due to normal wear and tear, willful acts, negligence, and carelessness on the part of the LESSEE's officers, agents, employees, or visitors, shall be solely at the expense and for the account of the LESSEE. As far as practicable, repairs works shall be done after office hours or on weekends to avoid any disturbance in the operation of the LESSOR's business. All such repairs shall be undertaken by the LESSEE through qualified and/or licensed workmen or contractors. In case of failure of the LESSEE to undertake immediately such repairs, the same may be effected by the LESSOR after written notice to the LESSEE and all reasonable expenses incurred by the LESSOR therefor shall be charged against and paid for by the LESSEE immediately upon receipt by the LESSEE of the written request for payment. In case of default, the LESSEE shall pay the interests and penalty pursuant to Section 4 hereof.

Subject to the provisions hereof, any interruption or hindrance in the use by the LESSEE of the LEASED PREMISES due to the aforesaid repairs shall not entitle the LESSEE to any damage or compensation whatsoever nor shall it be a cause for the reduction of rentals.

Section 18 INSURANCE ON THE LEASED PREMISES

The LESSOR shall obtain and maintain all the necessary insurance for the Building as may be required by law or regulation.

The LESSEE agrees to obtain and maintain at its own expense the following types of insurance at all times during the LEASE PERIOD:

- personal injury insurance against any injury which may be sustained by individuals while within the LEASED PREMISES; and
- b) property damage insurance against any loss or damage that may be sustained in the LEASED PREMISES and/or the improvements thereon, and on all equipment, furniture, stocks-in-trade, documents, etc. therein located. All such insurance policies shall be submitted to the LESSOR.





SECTION 19 PAYMENT OF FEES

All fees such as but not limited to business permits and licenses, occupancy permits, if any, inspection fees, electrical permits, etc. relating to the LEASED PREMISES shall be the responsibility of and for the sole account of the LESSEE. It is understood that this provision shall not cover all such fees incurred by the LESSEE in relation to the LEASED PREMISES arising from the fault or negligence of the LESSOR.

Section 20 INSPECTION OF LEASED PREMISES

Upon twenty-four (24) hours' prior written notice to the LESSEE, the LESSOR or its authorized agent shall have the right to enter the LEASED PREMISES during normal office hours for the purpose of: a) examination/inspection of the LEASED PREMISES, and b) installation/removal and/or maintenance/repair of the common facilities in the Building wherein access to the LEASED PREMISES is necessary. Provided however that in case of an emergency, the LESSOR or its authorized agent shall have the right to enter the LEASED PREMISES as and when reasonably necessary.

Upon twenty-four (24) hours' prior written notice to the LESSEE, the LESSOR or its authorized agent shall have the right to enter the LEASED PREMISES during normal office hours within the last three (3) months prior to the expiration of the LEASE PERIOD in order to show the same to prospective tenants.

SECTION 21 SUBLEASE OR TRANSFER OF RIGHTS

The LESSEE shall not be allowed to assign transfer of rights or sublease.

Section 22 LAWS, RULES, REGULATIONS, ETC.

The LESSEE shall comply with any and all laws and ordinances, rules, regulations, and/or orders made by the duly constituted authorities of the local, city, or National Government arising from or regarding the use, occupancy, and sanitation of the LEASED PREMISES, including appropriate requirements for the licenses, fees and permits on account of its business. Failure to comply with the said laws, ordinances, rules, regulations, and/or orders shall be at the exclusive risk, responsibility, and expense of the LESSEE. The LESSEE shall hold harmless the LESSOR against all actions, suits, made by reason of LESSEE's non-observance of such laws, ordinances, rules, regulations, and/or orders mentioned, without prejudice to the LESSOR's right to terminate the Contract and avail of all remedies under Section 29.



The LESSEE shall be responsible for ensuring that the operation of its business in the LEASED PREMISES conforms to all national and local government laws, ordinances and regulations, including but not limited to health and safety regulations, Fire Code, Building Code, Electrical Code and Department of Environment and Natural Resources environment protection laws.

The LESSEE shall abide by the House Rules and Regulations of the LESSOR which is attached as Annex "A", as well as any and all amendments thereto. Such rules and regulations shall include a fair and reasonable procedure for resolving any disagreement on the implementation of the said rules and regulations. In case of such disagreement, the Parties shall endeavor in good faith to arrive at a fair and reasonable resolution, failing which, the Parties shall submit the dispute for resolution to an independent third (3rd) party mutually appointed by them, or to the courts of Tuguegarao City, in case they fail to appoint such third party. Such rules and regulations when so made by LESSOR, shall be effective upon notice to the LESSEE, and shall have the same force and effect as if originally made part of this Contract. The LESSEE shall likewise comply with the rules and regulations promulgated by the MACEA, as the same may be amended or supplemented from time to time.

In the event that any of the permits or licenses to operate of the LESSEE are revoked or suspended for one reason or another, the LESSEE shall immediately remedy the revocation or suspension. Should the LESSEE fail to remedy the revocation or suspension within a period of thirty (30) days from the date of order of revocation or suspension is issued and it is forced to close its operations in the meantime, the LESSOR shall have the right to seek for a new lessee for the LEASED PREMISES and should the LESSOR find a suitable lessee to replace the LESSEE, this Contract shall be automatically and immediately terminated. The LESSEE shall peacefully vacate and surrender the Leased Premises to the LESSOR. The rights granted to the LESSOR in case the LESSEE fails to remedy the revocation or suspension shall not be exercised notwithstanding the lapse of the thirty- (30) day period if the LESSEE submits to the LESSOR within such period proof of its application with the proper government agency to rectify the problem.

Section 23 PROMOTIONAL ACTIVITY

The LESSEE shall always coordinate with the LESSOR and get its prior written approval for any promotional activity, including the posting of any promotional material, within the Building. The LESSEE shall secure the written consent of the LESSOR before putting any signage in the LEASED PREMISES or any part of the Building. Any signage approved by the LESSOR shall only contain the name and logo of the LESSEE without any advertising line.



Section 24 TERMINATION OF LEASE

At the expiration or valid termination of this Contract, subject to Section 14 with regard to fixed and permanent improvements, the LESSEE shall return and surrender the LEASED PREMISES as they were actually found at the beginning of the lease subject only to normal wear and tear without need of notice except when an extension of the Lease Period is granted. If the said premises are not surrendered at the expiration or termination of this lease, or after the expiration of the extension granted, the LESSEE shall pay to the LESSOR a monthly rental equivalent to one hundred fifty percent (150%) of the current monthly rental for the duration that the LESSEE has not surrendered the LEASED PREMISES.

Further, if said premises are not surrendered at the expiration or termination of this lease, the LESSEE shall be responsible to the LESSOR for any loss or damage which the LESSOR may suffer by reason thereof and indemnify the LESSOR against any and all claims made by any succeeding tenants against the LESSOR resulting from the LESSEE's delay in delivering possession of the premises to such succeeding tenants insofar as such delay is occasioned by the LESSEE's failure to deliver the LEASED PREMISES on time.

The LEASED PREMISES will be considered as returned and surrendered to the LESSOR only on the date that the following have been all accomplished:

- a) The LEASED PREMISES have been jointly inspected by LESSOR's and LESSEE's duly authorized representatives to determine the scope of work and/or cost of restoring the LEASED PREMISES to tenantable condition.
- b) An agreement is duly signed by LESSOR and LESSEE or their authorized representatives regarding the LESSEE's liability in restoring the LEASED PREMISES in accordance with the results of the joint inspection above mentioned. In case of disagreement, the herein Parties shall refer the dispute to a mutually acceptable third party to determine the scope of work and/or cost of restoring the LEASED PREMISES to tenantable condition.
- c) The LESSEE has provided the LESSOR with certified copies of receipts manifesting that LESSEE has paid all outstanding electrical, water, telephone and other communication obligations incurred up to the time that LESSEE has vacated the LEASED PREMISES.
- Turnover of the complete set of keys to the LESSOR.

Provided that the LEASED PREMISES shall be considered and deemed to have been returned and surrendered if: a) the LESSOR, upon written notice from the LESSEE, fails or refuses to cooperate in the accomplishment of any of the foregoing conditions;



or b) upon the lapse of the six (6) months' prior written notice of non-renewal, the Parties failed to accomplished items (a) and (b) above.

Any and all property not removed by the LESSEE upon the expiration of this Contract or within a reasonable period after its valid termination shall, at the LESSOR's option, be deemed abandoned, and may at anytime thereafter be disposed by the LESSOR without in any way being or becoming liable to the LESSEE by reason thereof.

The LESSOR reserves the right to secure the LEASED PREMISES at the termination of the lease and prevent ingress of anyone without authority from the LESSOR and consider all merchandise, furniture, machineries, equipment, etc. within the LEASED PREMISES as abandoned property. By exercising this prerogative LESSEE holds LESSOR free from any and all civil and criminal liabilities.

Section 25 PROHIBITION

The LESSEE may bring in, store and/or stock within the LEASED PREMISES only such goods/ materials/items which are necessary or convenient to carry out or promote the business of the LESSEE, but will not in any way endanger nor damage the PREMISES and the Building. Neither may LESSEE store/ bring into the Building any item/ material/ goods which are highly flammable, explosive and/or radioactive, nor any other material/ item which may expose the LEASED PREMISES and/or the Building to fire, and/or increase the fire hazards of the Building as a result of such storage. It is hereby understood that should the LESSEE violate this provision, not only shall he/it be responsible for all damages which such violation may cause the LESSOR, the Building, and/or third parties, but in addition thereto, the LESSOR shall have the right to terminate this Contract and avail of all remedies under Section 29. If the LESSEE shall so use the Building or deposit therein any such item which shall directly result in any increase in the rate of the insurance premium, the LESSOR may likewise require the LESSEE to pay the corresponding increase in the insurance premium and the LESSEE shall be responsible for any damages/injuries caused thereby.

SECTION 26 CONDEMNATION OR EXPROPRIATION

If condemnation or expropriation proceedings are instituted during the Lease Period by any instrumentality of the government or by any other entity with authority to exercise such powers, either party may rescind this Contract should the LEASED PREMISES become no longer useful for the purpose of this lease, upon giving the other party thirty (30) days prior written notice. In the event of such condemnation or expropriation, this lease shall cease and terminate as of the date on which title vests upon the competent authority. The LESSOR shall then immediately return the Guarantee Deposit or any amount due and owing the LESSEE.



If only a portion of the LEASED PREMISES shall be expropriated and the LESSEE continues the lease and gives written notice of such decision to the LESSOR, there shall be a ratable adjustment of the rent in proportion to the decreased use suffered by the LESSEE as the parties may agree.

SECTION 27 BANKRUPTCY

Any petition filed by or against the LESSEE for bankruptcy, suspension of payment, insolvency or reorganization under any bankruptcy or insolvency act that is not discharged within ninety (90) days from commencement or any assignment for the benefit of creditors made by the LESSEE at the commencement or at any time during the term of this lease shall entitle the LESSOR to exercise its remedies under Section 29 hereof.

SECTION 28 DISTURBANCE AND FORCE MAJEURE

Any disturbance or discontinuance of the LESSEE's possession of the LEASED PREMISES due to causes beyond the LESSOR's control and not attributable to its act or omission shall confer no right of any kind to the LESSEE against the LESSOR. The LESSOR may, subject to prior consent of the LESSEE, which consent shall not be unreasonably withheld, remodel, improve, repair and renovate the LEASED PREMISES. Costs for such works shall be for the account of the LESSOR. The LESSEE reserves the right to seek a pro-rata adjustment of the monthly rental in the event that such works will render at least ten percentum (10%) of the LEASED PREMISES to be untenantable.

Subject to the provisions of the immediately preceding paragraph, no liability shall result from any loss or damage suffered or incurred due any delay in performance or non-performance by either party to this Contract to the extent caused by an event of Force Majeure. "Force Majeure" means an event that is beyond a non-performing party's reasonable control, including war, famine, acts of public enemies, terrorism, sabotage, earthquake, typhoon, coup d'etat, or any other similar circumstance and/or acts of God. The party hindered by Force Majeure shall, within five (5) days of its occurrence, give written notice to the other party stating the nature of the event of Force Majeure, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party giving notice shall use all commercially reasonable efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days and such failure to perform would constitute a material violation of this Contract in the absence of such event of Force Majeure, the parties shall meet and discuss in good faith any amendments to this Contract to permit the other party to exercise its rights under this Contract. If the parties are not able to agree on such amendments within thirty (30) days and if



suspension of performance continues, such other party may terminate this Contract immediately by written notice to the party that provided the written notice of an event of Force Majeure, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

Section 29 THIRD PARTY LIABILITY

Except in the case of fraud, negligence or misconduct on the part of the LESSOR, its employees, officers, directors, agents, visitors or authorized representatives, the LESSEE during its occupancy of the LEASED PREMISES shall hold the LESSOR free and harmless from any and all liabilities to any person or property arising out of or as a consequence of the use of the LEASED PREMISES by the LESSEE, its employees, by the other occupants, guests customers of the LESSEE. The LESSEE agrees to indemnify the LESSOR in case the latter is held liable pursuant to this Section.

Section 30 MATERIAL BREACH OR DEFAULT; VENUE OF SUIT

All covenants and agreements herein contained shall be deemed essential conditions hereof. Unless otherwise provided in this Contract, if material default or material breach be made of any such conditions by one party, the aggrieved party shall have the right to terminate and cancel this Contract by giving a written thirty (30) day notice of termination to the party which committed the breach or default.

The LESSEE shall be deemed to be in default within the meaning of this CONTRACT in case:

- a. The LESSEE fails to fully pay within three (3) days from receipt of the statement of account from the LESSOR, the full amount of any rental, utility and service charges, common area maintenance dues or other financial obligation of the LESSEE under this Contract; or
- The LESSEE materially violates any of the other terms and conditions of this Contract.

Without prejudice to any of the rights of the LESSOR under this Contract, in case of material default of the LESSEE, the LESSOR shall have the right to:

- Terminate this Contract without need of any judicial action or declaration;
- Accelerate the maturity of all remaining rentals for the Lease Period and declare them as immediately due and payable, and to collect the same as liquidated damages;



- Effect disconnection of utilities and basic services in the LEASED PREMISES, with notice of such disconnection and discontinuance of service;
- d. Upon written notice to the LESSEE, immediately effect closure, lockout, padlock and take over the LEASED PREMISES and appropriate all fixed and permanent improvements introduced, built or installed therein without any need of any judicial action or declaration; and
- e. Evict the LESSEE from the LEASED PREMISES and/or enter and occupy the LEASED PREMISES without being liable to any prosecution therefore

Notwithstanding the termination of this Contract, the LESSEE shall be liable for the rental, utility and service charges and other financial obligations accruing on the LEASED PREMISES until such time that the LEASED PREMISES is actually vacated by the LESSEE.

In case of termination or cancellation exercised by the LESSEE due to default or breach of the LESSOR, the LESSEE shall be held liable only: a) for rentals due up to the time of termination or cancellation or up to the time the LEASED PREMISES is considered to have been returned and surrendered to the LESSOR under Section 24, whichever is later; b) for damages to the LEASED PREMISES caused by the fault or negligence of the LESSEE, its officers, employees, agents, and visitors, c) for unpaid bills for service facilities and utilities used by the LESSEE in the LEASED PREMISES; and (d) for unpaid service charges and penalties/ interests, if applicable. The LESSOR shall return the Guarantee Deposit to the LESSEE in full immediately upon the termination or cancellation of this Contract, upon satisfaction of the above-mentioned liabilities.

Should the aggrieved party be compelled to seek judicial relief against the other party, the latter shall in addition to damages that may be awarded to the aggrieved party, pay an amount equivalent to twenty five percent (25%) of the amount claimed in the complaint, as attorneys' fees with a minimum amount of PhP100, 000.00 aside from the costs of litigation and other expenses which the law entitles the aggrieved party to recover from the other party.

Any suit or action arising from the enforcement of the terms of this Contract shall be instituted only in the proper courts of the City of Tuguegarao, Cagayan to the exclusion of all other courts.



Section 31 ADVANCES BY THE LESSOR

The LESSOR may at its sole option and after prior written notice to the LESSEE advance for the LESSEE the taxes, assessments and other charges referred to in Section 7 hereof or otherwise any amount chargeable to the LESSEE under this Contract. Any such advances shall be paid by the LESSEE to the LESSOR immediately upon the latter's demand with four percent 4% interest. In case of default, the LESSOR shall have the right to impose interests and penalty pursuant to Section 4 of this Contract.

Section 32 LESSORS' LIEN

The LESSEE hereby grants in favor of the LESSOR a lien over all the furniture, fixtures, machinery, and equipment located in the LEASED PREMISES and owned by the LESSEE to secure LESSEE's compliance with all of its obligations under this Contract.

In the absence of any written notice under oath, all furniture, fixtures, machinery, and equipment, found in the LEASED PREMISES shall be deemed owned by the LESSEE and shall be subject to LESSOR's lien.

In case the LESSEE has an outstanding obligation under this Contract which remains unpaid after thirty (30) days despite receipt of LESSOR's written demand, the LESSOR, as well as its duly authorized employees, agents, or representatives are hereby granted the right and authority to padlock the LEASED PREMISES and prevent the LESSEE and its officers, employees, agents, or representatives from taking out any furniture, fixture, machinery and equipment from the LEASED PREMISES and sell the same at public auction or by private sale and apply the proceeds thereof to such outstanding obligation without incurring civil or criminal liability therefor to the LESSEE and without prejudice to the LESSOR's right to collect the deficiency, if any, from the LESSEE.



Section 33 ABANDONMENT OF THE LEASED PREMISES

If during the term of this lease, the LEASED PREMISES shall be deserted or remain unoccupied for a continuous period of thirty (30) days without prior written notice to the LESSOR, the LESSOR shall, as authorized agent of the LESSEE, have the right to enter the LEASED PREMISES by any reasonable means, without being liable for prosecution therefor and without becoming liable to the LESSEE for damages of any kind whatsoever, repossess the LEASED PREMISES, remove furniture, fixture, machinery and equipment therein, and secure the said premises. At its option, the LESSOR may lease out the premises without notice to the LESSEE. The LESSEE's properties in the abandoned premises shall be deemed as likewise abandoned. The LESSOR shall have the right to retain the furniture, fixtures, machinery, and equipment found in the LEASED PREMISES as security for the payment of the LESSEE's obligation under this Contract, dispose the same at public auction or by private sale and apply the proceeds thereof to such obligations without prejudice to the LESSOR's right to collect the deficiency, if any, from the LESSEE.

Section 34 NON-WAIVER

The failure of either Party to insist upon a strict performance of any of the terms, conditions, and covenants hereof shall not be deemed a relinquishment or waiver of any right or remedy that said party may have, nor shall it be construed as waiver of any subsequent default or breach of terms, conditions, and covenants herein contained, unless expressed in writing and signed by both parties. Likewise, no waiver by any Party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party.

Any and all rights or remedies conferred upon or reserved to the either Party under this Contract shall be deemed to be cumulative and not alternative nor exclusive of any other right or remedy given hereunder or existing under the law or in equity and may be enforced concurrently therewith or from time to time

The LESSOR's receipt of rent, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach. No waiver by any Party of any provision hereof shall be deemed to have been made unless expressed in writing and signed by such Party. Even though the LESSOR shall consent to an assignment of this lease, or to a sublease of the whole or any part of the LEASED PREMISES, no further assignment and no further sublease shall be made without the written consent of the LESSOR.

Invalidation of any of the covenants of this Contract or any part thereof shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 35 NOTICES

All notices sent by the LESSOR to the LESSEE during the Lease Period shall be deemed to be duly served if delivered personally or by registered mail/courier to the LESSEE at the address of the LESSED PREMISES or at the above-stated address. All notices sent by the LESSEE to the LESSOR shall be given personally or by registered mail/courier to the LESSOR's address stated above or in its subsequent principal place of business.

Section 36 EXPENSES

Expenses for the preparation and notarization, as well as those relative to the execution of this Contract shall be for the account of the LESSEE.

SECTION 37 NET LEASE

The LESSEE acknowledges and agrees that it is the intention of the Parties that this lease shall be a completely carefree net lease for the LESSOR. Except as expressly herein set out, the LESSOR shall not be responsible during the term of this lease for any cost, charge, expense and outlay of any nature whatsoever arising from or relating to the LEASED PREMISES or the contents thereof, and the LESSEE shall pay all charges, impositions, costs and expenses relating to the use by the LESSEE of the LEASED PREMISES.

Section 38 REPRESENTATIONS, WARRANTIES, COVENANTS AND UNDERTAKINGS OF THE PARTIES

Each party mutually represents and warrants to the other, subject to the provisions of this Section, that;

- It has the legal capacity to enter into this Contract;
- There is and will absolutely be no conflict of interest caused or occasioned by the execution of this Contract;
- This Contract constitutes it legal, valid, direct and binding obligations, enforceable in accordance with the terms and conditions hereof.



LESSOR hereby represents that the LEASED FLOORS/ LEASED SLOTS are in tenantable condition. LESSOR further warrants that it is the owner of the LEASED PREMISES with full legal authority to lease the same to LESSEE.

In addition, the LESSOR represents and warrants to LESSEE that:

- a. the LESSOR shall maintain a good image for the Building, and in this regard, the same restrictions, prohibitions, and conditions in this Contract shall be imposed by the LESSOR on all the other tenants and occupants of the Building if applicable, and require them to abide thereto;
- the LESSOR shall keep the Building strictly for office use only, with the exception of the lobby/ ground floor (which may be used for commercial/ showroom purposes), and the second floor (which may be used for commercial purposes);
- the LESSOR shall cause all other tenants and occupants of the Building to abide by the rules and regulations it will impose;
- the LESSOR shall guarantee the LESSEE's peaceful possession of the LEASED FLOORS subject to the provisions of this Contract;
- e. should the LESSOR sell, assign or mortgage the Building, or any part thereof, the LESSOR shall stipulate in the deed/ document of sale/ assignment/ mortgage that the buyer/ assignee/ mortgagee shall honor and be bound by this Contract in all respect, until its termination;

Parties agree to employ a non-compete policy wherein the LESSOR shall refrain from accepting proposals from other perspective LESSEES that are direct competitors of the LESSEE that carries the main product of the LESSEE as its main product.

Section 39 MUTUAL COOPERATION

The Parties shall cooperate and ensure that the intent of this Contract is carried out towards the efficient fulfillment and discharge of their respective obligations. The Parties shall always in good faith perform their respective covenants and undertakings hereunder, promptly and completely make available or deliver any document, consent, approval and other requirements that may be incumbent upon them and use their best efforts to promote the success of this Contract.

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Section 40 AMENDMENT

This Contract contains the entire agreement between the Parties and supersedes all negotiations, commitments and writings prior to the date of this Contract. This Contract may be amended only by a written instrument signed by both Parties.

SECTION 41 TOTAL AGREEMENT APPLICABLE TO SUCCESSORS

The terms and conditions hereof embodied in this Contract shall apply to and are binding on the heirs, legal representatives, successors and/or assigns of both Parties.

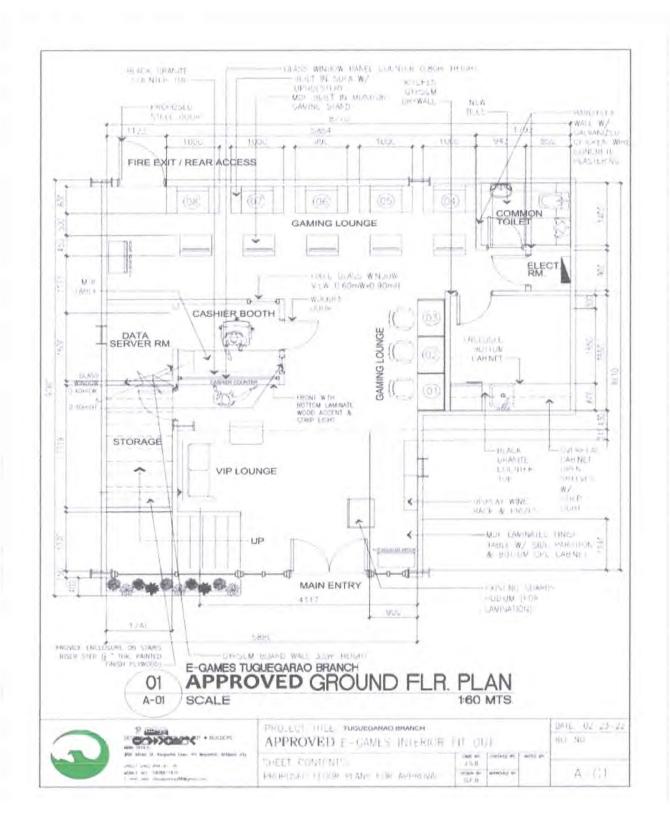
SECTION 42 SEPARABILITY

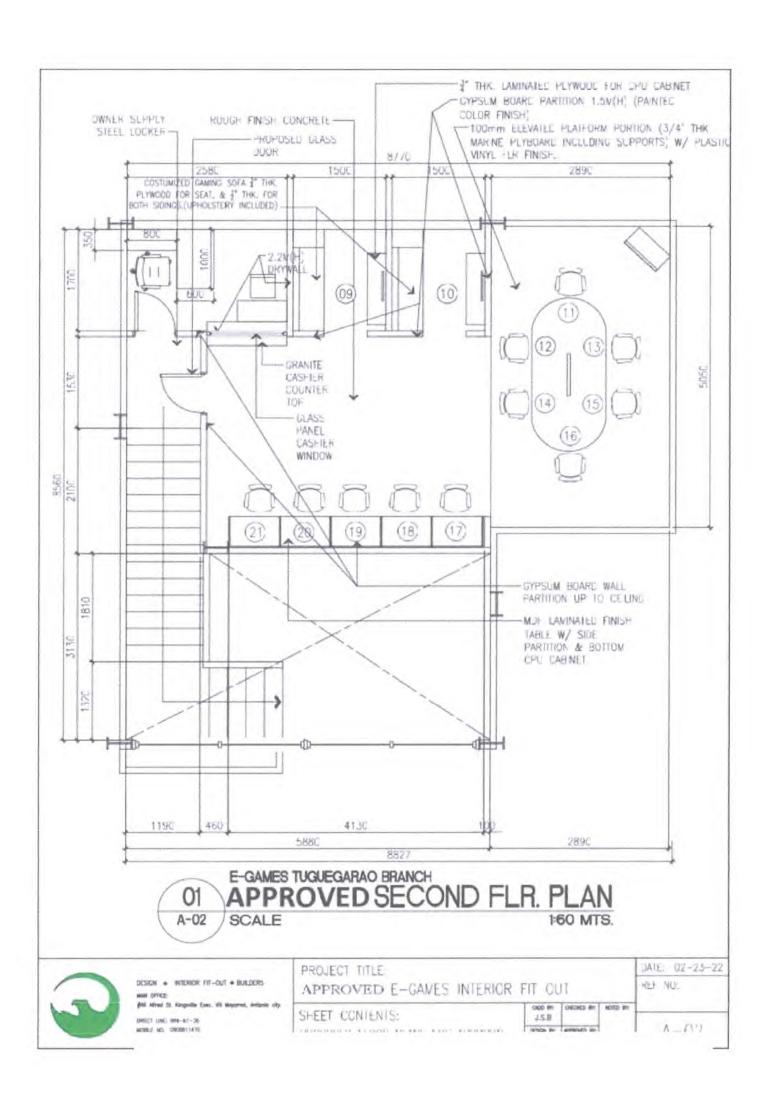
Any provision of or stipulation in this Contract which may be declared void or unenforceable by final judgment of a competent court shall not affect the validity or enforceability of the other provisions or stipulations not affected by such declaration.

SECTION 43 COUNTERPARTS

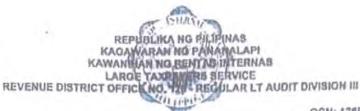
This Contract may be executed in counterparts, each of shall constitute an original, and all of which shall constitute one and the same instrument.







2303 REVISED: APRIL 2019



OCN: 128RC20229909999853 Date OCN Generated: May 19, 2922

CERTIFICATE OF REGISTRATION

TIN & BRANCH CODE 236-405-722-00045 BIGGAME INCORPORATED June 11, 2020

REGISTERING OFFICE Head Office X Branch

REGISTERED ADDRESS 107 JUNCTION ONE BUILDING BALZAIN HIGHWAY CENTRO 11 (POB.) 3500 TUGUEGARAO CITY (CAPITAL) CAGAYAN PHILIPPINES

TAX TYPES	FORM	START DATE	FILING FREQUENCY		FILING DUE DATE		
REGISTRATION I	EE 0605	January 1, 2021	ANNU	JALLY	On or before the last day of January.		
TAXPAYER TYPE/S	DOMEST	IC CORPORATION					
BUSINESS INFORM	ATION DETAILS						
		***		CATEGORY	REGISTRATION DATE		
TRADE NAME 1	BIGGAME INC	GAME INCORPORATED			June 11, 2020		
(PSIC)	A	93299-OTHER AMUSEMENT AND RECREATION ACTIVITIES, N.E.C.					
Line of Business	OTHER AND IS	EMENT AND RECREATION F.C.		Primary			

REMINDERS:

 An annual registration fee shall be paid upon registration and every year thereafter on or before the last day of January, using BIR Form No. 0605.

2. Filling of required tax return/s to conform with the above tax types, whether with or without business

operation, to avoid penalties.

For new business registrants, application for registration of manual Books of Accounts (B/As) shall be before
the deadline for filling of the initial quarterly income tax return or annual income tax return whichever comes
earlier, from the date of registration. Registration of new set of manual B/As shall be before its use.

4. Immediately inform the district office in case of transfericessation of business and other changes in

registration Information by filing BIR Form No. 1905.

5. For Self-Employed Individuals (SEI) whose gross sales and/or receipts and other non-operating income does not exceed P3,000,000 and who opted to avail of the 8% Income tax rate, the tax type Percentage Tax (PT) shall not be reflected in the Certificate of Registration (COR). However, at the start of each taxable year, such SEI shall be automatically subjected to graduated income tax rates and required to file quarterly percentage tax return (BIR Form No. 2551Q) and option to replace the COR to reflect "PT", unless qualified and opted to svail of the 8% Income tax rate annually.



I hereby certify that the above named person is registered as indicated above, under the provision of the National Internal Revenue Code, as amended.

SALINA B. MARINDUQUE

HEAD REVENUE EXECUTIVE ASSISTANT (Signature over Printed Name)

THIS CERTIFICATE MUST BE EXHIBITED CONSPICUOUSLY IN THE PLACE OF BUSINESS.



REPUBLIC OF THE PHILIPPINES SECURITIES AND EXCHANGE COMMISSION

Ground Floor, Secretariat Building, PICC City of Pasay, Metro Manila

COMPANY REG. NO. CS200502052

CERTIFICATE OF FILING OF AMENDED ARTICLES OF INCORPORATION

KNOW ALL PERSONS BY THESE PRESENTS:

This is to certify that the amended articles of incorporation of the

BIGGAME INC. (Amending Articles III and VII thereof)

copy annexed, adopted on May 15, 2017 by a majority vote of the Board of Directors and by the vote of the stockholders owning or representing at least two-thirds of the outstanding capital stock, and certified under oath by the Secretary and a majority of the Board of Directors of the corporation was approved by the Commission on this date pursuant to the provision of Section 16 of the Corporation Code of the Philippines, Batas Pambansa Blg. 68, approved on May 1, 1980 and copies thereof are filed with the Commission.

Unless this corporation obtains or already has obtained the appropriate Secondary License from this Commission, this Certificate does not authorize it to undertake business activities requiring a Secondary License from this Commission such as, but not limited to acting as: broker or dealer in securities, government securities eligible dealer (GSED), investment adviser of an investment company, close-end or open-end investment company, investment house, transfer agent, commodity/financial futures exchange/broker/merchant, financing company, pre-need plan issuer, general agent in pre-need plans and time shares/club shares/membership certificates issuers or selling agents thereof. Neither does this Certificate constitute as permit to undertake activities for which other government agencies require a license or permit.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of this Commission to be affixed to this Certificate at Pasay City, Metro Manila, Philippines, this / 8 day of October, Twenty Seventeen.

FERMINAND B. SALES

Company Registration and Monitoring Department



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is hereby granted to

Biggame inc.

EDGAR BRIAN K. NG	107 Junction On	e Bio	lg. Balzair	Highway Centro	
Owner(Sole)/Corporate President/Treasurer/Manager/Office In-Charge	Business Address BRANCH(Main-Out) Level of Operation				
Corporation Form of Organization					
Contractor	Not Applicable				
Line of Business	Spouse (If Sole Proprietorship only)				
Kalayaan St. Pasig City	Married	1	Filipino		
Residence/Home/Office Address					
Games and Amusement				Quarterly	
Description of Goods/Services				Mode of Payment	

subject to submission of post requirements within 45 days from Issuence hereof (except 886 Clearance which must be submitted within 30 days). Non compliance herewith / violation of existing laws and ordinances will result to AUTOMATIC REVOCATION of this permit.

Issued this 16th day of January 2023, in Tuguegarao City. Valid until December 31, 2023.

Operation strictly in accordance with Ordinance No. 05-2007 and other related laws & regulation.

HO S. TING-QUE N. MAHLA

3196967 16/01/2023

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 PRICE LINE OF SESSIONES, LOCATION, GOODS / SERVICES, ETC.
 MER YOUR BUSINESS PLATE NUMBER WIEMEVER TRANSACTING WITH SPLD.

TUGUEGARAO City