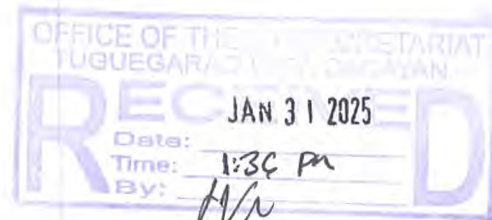


OK



Republic of the Philippines
Province of Cagayan
Tuguegarao City

Phone number : 0953-588-3721 email address : cmotuguegaracity@gmail.com



OFFICE OF THE CITY MAYOR

30 January 2025

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 Mr. Michielson L. Luakian, President of Goldsmith Gaming Corporation, requesting for a Resolution of No Objection (RONO) on the operations of the said establishment.

For your information and appropriate action.

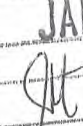

MAILA ROSARIO S. TING-QUE
City Mayor



GOLDSMITH GAMING CORPORATION

January 10, 2025

HON. MAILA ROSARIO S. TING-QUE
City Mayor
Tuguegarao City, Cagayan

OFFICE OF THE CITY MAYOR
RECEIVED
Date: **JAN 16 2025**
Time: **9:55 AM**
By: 

Dear Mayor Ting-Que:

Our warmest greetings to you!

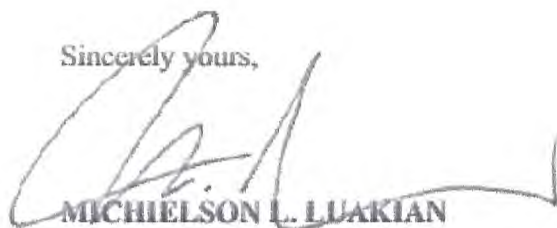
We would like to request your good office to secure a Resolution of No Objection (RONO) through your endorsement to the City Council on behalf of **GOLDSMITH GAMING CORPORATION**.

The Upshot Leisure and Bar Corporation enters into Transfer of Ownership and Tradename to Goldsmith Gaming Corporation and deliver agreements and all necessary documents under such terms and conditions beneficial and conducive to the operations of the Corporation in order to properly implement the foregoing transactions.

Hoping for your favorable response on this matter.

Thank you and God bless.

Sincerely yours,



MICHELSON L. LUAKIAN
President
Goldsmith Gaming Corporation
Bingo Bayan


SALVACION LEANA S. GAMMOD

01-16-2024

UPSHOT

REPUBLIC OF THE PHILIPPINES)
Tuguegarao City S.S.

SECRETARY'S CERTIFICATE

I, **Michael Allan Sicat**, Filipino, of legal age, with office address at Unit 608 Pioneer Highlands Tower 1, Pioneer Street corner Madison Street, Mandaluyong City, after having been duly sworn in accordance with law, hereby certify that:

1. I am the duly appointed and incumbent Corporate Secretary of **GOLDSMITH GAMING CORPORATION** (the "Corporation"), a corporation duly organized and existing under and by virtue of the laws of the Philippines with office address at Unit A&B G/F Toledo Building, #227 Tomas Morato Avenue corner Scout Limbaga, Laging Handa, Quezon City.

2. At the duly constituted meeting of the Board of Directors of the Corporation held on 17 September 2024, at which meeting the required quorum was present and acting throughout, the following resolutions were passed and approved:

"RESOLVED, AS IT IS HEREBY RESOLVED, that the Board of Directors of **GOLDSMITH GAMING CORPORATION** (the 'Corporation') hereby confirms the resolution dated 03 January 2024 authorizing the Corporation to transact with various government agencies, bureaus and entities, including but not limited to the city assessor's office, and other departments and divisions of national or local government units ('Government Offices'), for purposes of applying for, amending, and updating all permits, licenses, registrations, assessments, and clearances in relation to the conduct of its business and with respect to its property; and in furtherance thereof, file any application, registration, or permit as may be required; to process all requirements; and follow up, obtain and amend the necessary applications, clearances and certifications with such Government Offices;



"RESOLVED, FURTHER, that the Corporation hereby affirms and confirms the designation of its General Manager, **Mr. Allan P. Concepcion**, as its authorized signatory ('Authorized Signatory') in all dealings and transactions with the Government Offices, and is authorized to sign, execute and deliver, for and on behalf of the Corporation, any and all applications, documents, papers, and instruments, under such terms and conditions as may be beneficial to the Corporation; and to do any and all acts, necessary to implement the foregoing resolutions and represent the Corporation in all transactions with such Government Offices;

"RESOLVED, FURTHER, that the Corporation hereby designates **Ms. Janice A. Juan**, Acting Branch Head of **Unitop Mall, Balzain Highway, Brgy. Centro 11, Tuguegarao City** ('Tuguegarao Branch'), as additional authorized representative ('Additional Authorized Representative') specifically authorized to file, deliver and receive, for and on behalf of the Corporation's

Tuguegarao Branch, any and all applications, documents, papers, and instruments, relevant to the above transactions."

"RESOLVED, FINALLY, that the foregoing resolutions shall remain valid and existing until otherwise revoked by the Corporation."

3. The specimen signatures of the Authorized Signatory and Additional Authorized Representative are as follows:

Name	Specimen Signature
Allan P. Concepcion	
Janice A. Juan	

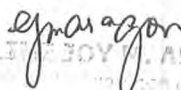
4. The foregoing statements are true and correct and in accordance with the records of the Corporation.

Tuguegarao IN WITNESS WHEREOF, I have hereunto set my hand this day of 07 OCT 2024 in
City, Philippines.


Michael Allan Sicat
Corporate Secretary

SUBSCRIBED AND SWORN to before me this day of 07 OCT 2024, affiant exhibited to me his _____.

Doc No.: 345;
Page No.: 70;
Book No.: II;
Series of 2024.


ATTY. CELINA JOY A. ARAGON
Notary Public for the Philippines
Notary Office No. 10-10
Tuguegarao City, Cagayan
2023-2026 (for 2024)
10/02/2024
Notary Seal (May 2, 2023)
2nd Floor, Bldg. 10, College Avenue,
Tuguegarao City, Cagayan

73

P0733325B



26 THE JOURNAL OF LAW, ECONOMICS, & ORGANIZATION, V16 N1

38 FEB. 1991

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SU/3332585PULPU-10

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060400

DEED OF ABSOLUTE SALE WITH ASSIGNMENT OF RIGHTS

RECEIVED
NOV 21 2024

This Deed of Absolute Sale with Assignment of Rights (the "Deed") is entered into this day of at Mandaluyong City, Philippines, by and between:

BY PAMLA T. 11:34 Am

- (1) UPSHOT LEISURE & BAR CORPORATION, a corporation duly registered and existing under the laws of the Republic of the Philippines, with address at 153 Quirino Avenue, Baclaran, Parañaque City, and represented herein by its President, Timothy James G. Yang, and hereinafter referred to as the "Seller"; and
- (2) GOLDSMITH GAMING CORPORATION, a corporation duly organized and existing under the laws of the Republic of the Philippines, with address at Unit A&B G/F Toledo Building, #227 Tomas Morato Avenue corner Scout Limabaga, Laging Handa, Quezon City, represented herein by its General Manager, Allan P. Concepcion, and hereinafter referred to as the "Buyer".

RECITALS:

- (A) The parties entered into a Memorandum of Agreement dated 05 April 2024 docketed as Doc. No. 54; Page No. 12; Book No. 32; Series of 2024 of Notary Public of Pasig City & Pateros City, Atty. Ferdinand D. Ayahao; ("MOA") relating to the sale and assignment of the property subject of this Deed.
- (B) The property subject of the sale and assignment, as may be applicable, is more particularly described as follows (the "Subject Property"):

Type	Description
Gaming License ("GL" or "GLs") covering the gaming venue situated at the following locations (hereafter, "Site" or "Site operations"): 1. Visayas Avenue, Quezon City 2. Calapan, Oriental Mindoro 3. Brgy. 16, Batangas City 4. Brgy. Centro 11, Tuguegarao City	all required approvals, authority, permits, licenses, consents, whether national or local, to properly transfer operation to Second Party together with all profit, revenue or income that will be, or may be, derived from the Site or any operations at the Site.
Asset List	real, personal, corporeal, or incorporeal assets found in, or beneficial to the continued operations at the Site.
Leasehold right	effective assignment and/or transfer of any lease from the First Party to the Second Party to enable the Second Party to operate the Site in a normal and profitable manner.
Other permits, licenses, authority, consent, no-objection, approvals etc.	all other national or local permits, licenses, authority, consent, approval, no-objection, extensions, and similar requirements requisite and necessary for the Second Party to peacefully and profitably operate bingo gaming operations at the Site. For clarity, the Seller shall ensure that the above may be properly assigned or transferred to the Buyer.

- (C) The Seller has agreed to sell, transfer, convey, and assign, and the Buyer has agreed to purchase and acquire, the Subject Property.

NOW, THEREFORE, the parties agree as follows:

- (1) For and in consideration of the amount of Thirty-One Million Two Hundred Seventy-One Thousand Seven Hundred Eighty-Nine and 19/100 Pesos (P31,271,789.19) ("Purchase Price"), value added tax inclusive, if any, receipt of which is hereby acknowledged by the Seller with the issuance of the appropriate receipt, the Seller hereby absolutely sells, assigns, transfers and



conveys to the Buyer, and Buyer hereby purchases and acquires from the Seller, the Subject Property, free and clear of all liens, charges, claims, equities and encumbrances of any kind or description.

- (2) Any and all taxes on any gain or income realized by the Seller on account of this sale, including without limitation, creditable withholding tax, local sales tax, business tax, if any, and/or all other national or local taxes, charges, and fees imposable or due in relation to the sale, transfer, and assignment of the Subject Property under this Deed in the name of the Buyer shall be for the exclusive account of, and payable by, the Seller. The documentary stamp tax for this Deed will be shouldered by the Buyer.

The Seller shall indemnify and hold Buyer free and harmless from any and all assessments, claims, liabilities, damages, arising out of, or resulting from Seller's failure to issue the appropriate receipts, timely pay the taxes, fees, dues, and costs as well as file the proper BIR returns, or for any reason whatsoever in connection with this Deed and other documents executed in relation to this sale and assignment transaction.

- (3) Execution of this Deed shall constitute delivery of the Subject Property to the Buyer without any reservations whatsoever from the Seller. All income, revenue, or profit generated or may be generated by the Site or Subject Property shall be for the sole benefit of the Buyer effective on the execution of this Deed. Pending proper transfer of the GLs under the name of the Buyer, Seller shall remain solely liable for any and all claims or liabilities arising out of, or in connection with, the operations at the Site or in relation to the Subject Property due to acts or omissions imputable to the Seller.

- (4) In addition to the representations and warranties contained in the MOA, Seller warrants and represents unto the Buyer the following:

- a. Seller shall indemnify the Buyer for, and hold Buyer free from and harmless of, any claims that may be made by any party against the Buyer and/or on the Subject Property in connection with, arising out of, or in any way relating to encumbrances and liens, disclosed or otherwise, or under any law or proceeding, as well as any, or of ownership or possession of, or any other right to, the Subject Property adverse to that of the Seller or the Buyer;
- b. The commercial objectives of the Buyer in acquiring the Subject Property shall be attained and the sale and assignment transaction shall be properly completed;
- c. Seller shall remain liable for any and all claims or liabilities in connection with the Subject Property or arising out of the operations at the Site, due to any acts or omissions imputable to the Seller, whether accruing prior to or after the delivery of the Subject Property;
- d. Seller shall defend the right, title, interest of the Buyer on the Subject Property or Site against all third parties' claims whatsoever now or hereafter at no expense to the Buyer due to acts or omissions imputable to the Seller;
- e. Seller did not enter into any contract for use, acquisition, purchase, sale, or assignment of the Subject Property or any portion thereof in favor of any third party, nor does Seller have any existing contract with any party;
- f. Seller shall pay any and all national or local taxes, charges, and fees imposable or due in relation to this Deed and file the proper BIR returns except the documentary stamp tax which shall be shouldered by the Buyer;
- g. In any event that the Buyer be evicted or removed from the Subject Property because of a ruling of a proper authority that a third person has a better right or this Deed or any document relating to the sale and transfer of the Subject Property from the Seller to the Buyer is refused, denied acceptance or rejected by any relevant government agency, instrumentality, body, or entity for any cause, the Seller, in addition to the payment of Liquidated Damages (as defined below), hereby undertakes to pay the Buyer an amount equivalent to the Purchase Price

with interest on such amounts at the rate of three percent (3%) per month, compounding monthly, computed from the date of the MOA until full reimbursement is made to the Buyer. This is without prejudice to any further right of action available to the Buyer under this Deed, any document relating to this sale, law or equity.

- (5) Seller acknowledges that Buyer has invested considerable resources for the sale and assignment transaction contemplated under this Deed and related agreements, and therefore compliance of the Seller with its representations, warranties, covenants, undertaking and obligations are imperative. The Seller shall pay Buyer a liquidated damages in the amount equivalent to the Purchase Price ("Liquidated Damages"), with interest at the rate of three percent (3%) per month, compounding monthly, from notice or demand until fully paid, in case of the following:
- a. Seller's breach of any of its representations or warranties under this Deed or related agreements or documents;
 - b. Seller's violation of, or non-compliance with, any provisions of this Deed or related agreements or documents;
 - c. Failure of the Buyer to achieve its commercial objectives;
 - d. Failure of the Buyer to effectively control or possess the Subject Property;
 - e. Buyer has reasonable basis to believe that there has been fraud, negligence, mistake, or delay on the part of the Seller;
 - f. Occurrence of any of the events described under Section 4 (g) above;
 - g. Failure to pay the applicable taxes and file the proper BIR returns in connection with this Deed;
 - h. Other circumstances similar or analogous to the above.

The parties agree that such Liquidated Damages herein do not constitute a penalty and is reasonable in light of the anticipated harm that may be caused by the non-compliance or breach, and shall be without prejudice to other damages or remedies available to Buyer under this Deed, MOA, certificates or documents issued by Seller to the Buyer in relation to this sale and assignment transaction, law or equity.

Seller likewise undertakes to pay for the Buyer reasonable out-of-pocket costs, opportunity costs, fees and expenses (including the fees and disbursements of its attorneys, agents and independent experts) incurred in connection with the sale and assignment transaction contemplated under this Deed at the rate of US\$10,000 per month ("Run Rate"). Buyer may provide proof of expenses incurred to First Party for any amounts in excess of the Run Rate. This notwithstanding, the Buyer shall be entitled to such other relief as may be available under this Deed, MOA, certificates or documents issued by Seller to the Buyer in relation to this sale and assignment transaction, law or equity.

- (6) Seller agrees to hold harmless and indemnify Buyer against and from any claims, losses, liabilities, judgments, suits, actions, government procedure, taxes, penalties, interest, or damages, and shall pay all any and all payments, damages, losses, settlements and associated expenses that may be imposed on, incurred or suffered by, or asserted against Buyer resulting from, arising out of, or relating to: i) breach of any representations, warranties, covenants, obligations, or other breach or default of Seller of this Deed or related agreements or documents; ii) failure, mistake, negligence, fraud, delay, conduct or omission on the part of Seller or any of its representatives in the performance of its obligations under this Deed or related agreements; or iii) violation of any applicable law, ordinance, resolution, issuance, ruling, code, treaty, or regulation. This is without prejudice to any other rights or remedies available to Buyer under this Deed, MOA, certificates or documents issued by Seller to the Buyer in relation to this sale and assignment transaction, law or equity. Buyer may claim and automatically deduct any amounts due to it from any payments due or may be due to Seller under this Deed or related agreements.

- (7) If the Buyer reasonably determines that any further instruments or any other acts or things are necessary or desirable to carry out the terms of this Deed, the Seller shall execute and deliver all such instruments and assurances to do all such things as the Seller reasonably deems necessary or desirable to carry out the terms of this Deed.
- (8) Failure or delay on the part of the Buyer to insist upon the strict performance of any of the terms and conditions herein and/or the exercise of any right shall not be construed as waiver or cancellation of such right.
- (9) No waiver of any right, power or remedy or of any breach of any terms or provisions of this Deed shall be deemed to be a waiver of any other right, power or remedy or of any later breach, unless made in writing and signed by each party that is waiving the rights or against whom the waiver is claimed, and each such waiver shall be effective only in the specific instance and for the specified purpose for which it is given.
- (10) This Deed shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither Party may assign either this Deed or any of its rights, interests or obligations hereunder without the prior written approval of the other party, except assignment by Buyer to any of its subsidiaries, affiliates or related parties or entities.
- (11) The parties acknowledge and agree that they have fully read and understood the contents of this Deed and that the same shall be considered to have been jointly drafted. Each of the parties hereto further acknowledge that they have been free to secure independent legal advice as to the nature and effect of all the provisions of this Deed and that they have either taken such independent legal advice or dispensed with the necessity of doing so. Furthermore, each of the parties hereto acknowledge that all provisions of this Deed and the restrictions herein contained are fair and reasonable in all the circumstances and are part of the overall intention of the parties in connection with this Deed.
- (12) If at any time any provision of this Deed is or becomes invalid, illegal or unenforceable, such provision shall be deemed severed from this Deed and the parties shall use all reasonable endeavors to replace such provision with one having an effect as close as possible to the deficient provision. The validity, legality and enforceability of the remaining provisions of this Deed shall not be affected or impaired thereby and all provisions of this Deed will continue in full force and effect. The parties shall negotiate an equitable adjustment in the remaining portions or provisions of this Deed to effect the underlying purposes of this Deed.
- (13) All provisions of this Deed shall remain in full force and effect unless otherwise amended, superseded or repealed in writing by all the parties hereto, and no other act, document, usage or custom shall be deemed to amend or modify the same.
- (14) Buyer may, at its option, terminate this Deed without need of judicial action if any of the events enumerated in Section 5 occurs. Termination of this Deed entitles the Buyer refund of any all amounts, actually or constructively, received by the Seller by virtue of this Deed with interest at the rate of three percent (3%) per month, compounding monthly, from notice of termination and imposition of Liquidated Damages. This is without prejudice to any other rights or remedies available to Buyer under this Deed, MOA, certificates or documents issued by Seller to the Buyer in relation to this sale and assignment transaction, law or equity.

Except as provided under the preceding paragraph, this Deed may be terminated by mutual agreement of the parties with same effect as when the Deed has been terminated by the Buyer.

- (15) This Deed is governed by and shall be construed in accordance with the laws of the Republic of the Philippines. The parties shall exhaust all efforts reasonable under the circumstances to amicably settle any agreement on the interpretation or the implementation of any of the provisions of this Deed ("Dispute"). In the event of any Dispute, a representative of each party,

with full authority to resolve the Dispute, shall meet and discuss to try to resolve the Dispute within twenty (20) business days or such longer period agreed upon by the parties (the "Dispute Resolution Period"). Should the parties fail to settle the Dispute within the Dispute Resolution Period, the action may be filed before the courts of Pasig City, to the exclusion of all other courts. The parties herewith waive any objection whether on the ground of venue or on the ground that the dispute has been brought in an inconvenient forum.


IN WITNESS WHEREOF, the parties have set their hands to this instrument on ~~OCT 18 2024~~ in ~~Manila, Philippines~~.

UPSHOT LEISURE & BAR CORPORATION

TIN No.

Seller

By:


TIMOTHY JAMES G. YANG

GOLDSMITH GAMING CORPORATION



TIN No.

Buyer

By:


ALLAN P. CONCEPCION

Signed in the presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES
S.S.

Mandaluyong City

OCT 18 2024

BEFORE ME, a Notary Public, for and in _____, Metro Manila this _____, 2019,
personally appeared the following:

Name	Competent Evidence of Identity	Date/Place Issued
UPSHOT LEISURE & BAR CORPORATION Timothy James G. Yang	C14-82-00465 DRIVER'S LICENSE	2039 04 06
GOLDSMITH GAMING CORPORATION Allan P. Concepcion	DDG-93-106332 DRIVER'S LICENSE	2038 11 05

known to me and to me known to be the same persons who executed the foregoing Deed of Absolute Sale with Assignment of Rights, which comprises of six (6) pages including this Acknowledgement page, and they acknowledged to me that the same is their free and voluntary act and deed, as well as those of the corporations herein represented.

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

Doc. No. : 17 ;
Page No. : 5 ;
Book No. : 22 ;
Series of 2024.

ATTY. JAMES E. ABUGAN
Notary Public
APPT. NO. 0442-23 Dated 12-31, 2023
IEP No. 40002 D. No. 04, 2024
MOLERO VILLAGUERA, AND OTHERS
PUNYA, 01/03/2024
Mandaluyong City Tel. No. 0922-2222

[Handwritten Signature]

Republic of the Philippines
PROVINCE OF CAGAYAN
City of Tuguegarao

SIXTH CITY COUNCIL

EXCERPTS FROM THE MINUTES OF THE REGULAR SESSION
OF THE SANGGUNIAN PANLUNGSOD OF TUGUEGARAO CITY, CAGAYAN
HELD ON MARCH 24, 2015, 9:00 A.M., TUESDAY,
AT THE SANGGUNIAN PANLUNGSOD SESSION HALL

PRESENT:

Hon. Bienvenido C. De Guzman II	City Vice Mayor, Presiding Officer
Hon. Rosauro G. Resuello	Sangguniang Panlungsod Member
Hon. Ronald S. Ortiz	-do-
Hon. Perla C. Tumaliuan	-do-
Hon. Maila Rosario T. Que	-do-
Hon. Noel A. Mora	-do-
Hon. Jude T. Bayona	-do-
Hon. Loreto B. Valdepeñas	-do-
Hon. Kendrick S. Calubaquib	-do-
Hon. Estelita U. Dayag	-do-
Hon. Aurora A. Ave	-do-

ABSENT:

Hon. Anthony C. Tuddao	Sangguniang Panlungsod Member
Hon. Hilario Larry S. Ting	-do-

CITY RESOLUTION NO. 054-2015

A RESOLUTION OF NO OBJECTION (RONO) APPROVING THE REQUEST OF UPSHOT LEISURE AND BAR CORPORATION THROUGH MR. CARLO E. VALDEHUEZA, AS A PRE-REQUISITE IN THE ESTABLISHMENT AND OPERATION OF A GAMING AND AMUSEMENT BUSINESS BRANCH (ELECTRONIC BINGO BOUTIQUE) AT BARANGAY CENTRO 11, BALZAIN HIGHWAY, TUGUEGARAO CITY

WHEREAS, a Certificate to Operate an Electronic Bingo Boutique was issued by Philippine Amusement and Gaming Corporation (PAGCOR) to Upshot Leisure and Bar Corporation;

WHEREAS, Upshot Leisure and Bar Corporation through its General Manager, Mr. Carlo E. Valdehueza, requested for a Resolution of No Objection (RONO) from the Sanggunian and amusement business branch (Electronic Bingo Boutique) at Barangay Centro 11, Balzain Highway, Tuguegarao City;

WHEREAS, Upshot Leisure and Bar Corporation through its General Manager, Mr. Carlo E. Valdehueza, has complied with all the documentary requirements;

WHEREAS, the Committee on Games and Amusement conducted a public hearing on February 24, 2015 to solicit the sentiments/opinions of the residents of Barangay Centro 11 relative to the operation of a gaming and amusement business branch (Electronic Bingo Boutique) in said Barangay;

WHEREAS, Committee Report No. 016-2015 of the Committee on Games and Amusement was duly adopted during the Regular Session of the Sangguniang Panlungsod held on March 17, 2015, recommending the passage of a Resolution of No Objection as a pre-requisite in the establishment and operation of a gaming and amusement business branch (Electronic Bingo Boutique) at Barangay Centro 11, Balzain Highway, Tuguegarao City.

NOW THEREFORE, RESOLVE, as it is hereby **RESOLVED**, to approve the request of Upshot Leisure and Bar Corporation through its General Manager, Mr. Carlo E. Valdehueza, for a

Resolution of No Objection as a pre-requisite in the establishment and operation of a gaming and amusement business branch at Centro 11, Balzain Highway, Tuguegarao City.

On motion of Hon. Kendrick S. Calubaquib and with the abstention of Hon. Maila Rosario T. Que and Hon. Aurora A. Ave, **CITY RESOLUTION NO. 054-2015** was **UNANIMOUSLY APPROVED**.

X-X-X

I HEREBY CERTIFY TO THE CORRECTNESS OF THE FOREGOING:

Editha M. Supena 322015
EDITHA M. SUPENA
Acting Assistant Secretary to the Sanggunian
Records Officer III

ATTESTED:

[Signature]
HON. BIENVENIDO C. DE GUZMAN II
City Vice Mayor
Presiding Officer

ed



REPUBLIC OF THE PHILIPPINES
SECURITIES AND EXCHANGE COMMISSION
SEC Building, EDSA, Greenhills
City of Mandaluyong, Metro Manila

COMPANY REG. NO. CS201703225
COMPANY TIN 009-543-330

CERTIFICATE OF INCORPORATION

KNOW ALL PERSONS BY THESE PRESENTS:

This is to certify that the Articles of Incorporation and By-Laws of

GOLDSMITH GAMING CORPORATION

were duly approved by the Commission on this date upon the issuance of this Certificate of Incorporation in accordance with the Corporation Code of the Philippines (Batas Pambansa Blg.68), and copies of said Articles and By-Laws are hereto attached.

This Certificate grants juridical personality to the corporation but 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.

As a registered corporation, it shall submit annually to this Commission the reports indicated at the back of this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of this Commission to be affixed at Mandaluyong City, Metro Manila, Philippines, this 30th day of January, Twenty Seventeen.




FERDINAND B. SALES
Director

Company Registration and Monitoring Department



UNIFIED REGISTRATION RECORD (URR)

COMPANY NAME

GOLDSMITH GAMING CORPORATION

SEC REGISTRATION NUMBER

CS201703225

TAX IDENTIFICATION NUMBER (TIN)

009-543-330-000

BUSINESS/TRADE NAMES

PAG-IBIG EMPLOYER NUMBER (Eyer ID)

207023920002

PHILHEALTH EMPLOYER NUMBER (PEN)

PRINCIPAL ADDRESS

002000037122

**U-608 PIONEER HIGH LANDS TOWER1 PIONEER
BARANGKA ILAYA MANDALUYONG, METRO
MANILA**

SSS EMPLOYER NUMBER (ER No.)

0395574380

PHONE NO.

3737599

FAX NO.

MOBILE NO.

E-MAIL ADDRESS

AUTHORIZED REPRESENTATIVE (to be filled up by company - for presentation to social agencies)

01-31-2017-10:12:22 AM

COVER SHEET

COMPANY REGISTRATION AND MONITORING DEPARTMENT

Nature of Application

SEC Registration Number

REGISTRATION

Company Name

GOLDSMITH GAMING CORPORATION

Principal Office (No./Street/Barangay/City/Town)Province

UNIT 608, PIONEER HIGHLANDS, TOWER I, PIONEER ST., COR., MADISON ST., BRGY., BARANGKA ILAYA MANDALUYONG CITY

COMPANY INFORMATION

Company's Email Address

Company's Telephone Number/s

Mobile Number

finmanconsultants@yahoo.com

373-7599

CONTACT PERSON INFORMATION

The designated contact person MUST be an Incorporator/Director/Resident Agent of the Corporation

Name of Contact Person

Email Address

Telephone Number/s

Mobile Number

LUZVIMINDA R. MOLINO

finmanconsultants@yahoo.com

371-2933

Contact Person's Address

UNIT 503 FUTURE POINT PLAZA I, 112 PANAY AVENUE BARANGAY SOUTH TRIANGLE QUEZON CITY

To be accomplished by CRMD Personnel

Assigned Processor

Date

Signature

Document I.D

Received by Corporate Filing and Records Divisions (CFRD)

Forwarded to:

☐
☐
☐
☐
☐

Corporate and Partnership Registration Division
Green Lane Unit
Financial Analysis and Audit Division
Licensing Unit
Compliance Monitoring Division



ARTICLES OF INCORPORATION

Of

GOLDSMITH GAMING CORPORATION

(Name of corporation)

KNOW ALL PERSONS BY THESE PRESENTS:

We, the undersigned incorporators, all of legal age, have this day voluntarily agreed to form a stock corporation under the laws of the Republic of the Philippines.

THAT WE HEREBY CERTIFY:

Article I: The name of this corporation shall be:

GOLDSMITH GAMING CORPORATION

Article II: That the purposes for which this corporation is formed are:

PRIMARY PURPOSE

To conduct and engage in the business of games and amusement, including but not limited to online and computer gaming as well as other related recreational activities.

SECONDARY PURPOSES

1. To purchase, acquire, own, lease, sell and convey to the extent allowed by law, property of Every kind and description as may be necessary or incidental to the conduct of its corporate business.
2. To raise capital or borrow money from not more than nineteen (19) lenders, including its stockholders, to meet the financial requirements of its business.
3. To invest in other companies and enter into joint venture agreements with any company, partnership, persons or government entities, domestic or foreign, for the advancement of its interest and in carry out its primary purpose;
4. To establish and operate branch offices or agencies to carry out any or all of its operations and business without any restriction as to place or amount;
5. To do and perform all acts and this necessary or incidental to the accomplishment of the foregoing purposes or the exercise of any or all the powers of a corporation for the benefit of this corporation and its stockholders.

Article III: That the corporation shall have its principal office at:

No./Street Unit 608, Pioneer Highlands, Tower I, Pioneer Street corner Madison St.,
Barangay Barangka Ilaya
City/Town Mandaluyong City Province _____ Zip Code 1550

Article IV: 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.

Article V: That the names, nationalities, and residences of the incorporators majority of whom are residents of the Philippines, are as follows:

Name	Nationality	Residence (complete address)
<u>1. MICHAEL ALLAN SICAT</u>	<u>FILIPINO</u>	<u>Unit 608, Pioneer highlands Tower I, Pioneer Street</u> <u>Corner Madison Street Mandaluyong City</u>
<u>2. PACHICO JAMES TAN ROXAS-CHUA</u>	<u>FILIPINO</u>	<u>33 Sto. Tomas Street Urdaneta Village Makati City</u>
<u>3. PAUL YU SUN JR.</u>	<u>FILIPINO</u>	<u>668 Jose Abad Santos Street Little Baguio, San Juan City</u>
<u>4. WESLEY NG</u>	<u>FILIPINO</u>	<u>Rm. 1003 Tytanna Plaza Binondo Manila</u>
<u>5. MICHELSON L. LUAKIAN</u>	<u>FILIPINO</u>	<u>6D Cameron Tower, Essensa East Forbes. Fort</u> <u>Bonifacio Global City, Taguig City gg</u>

Article VI: That the number of directors of said corporation shall be FIVE (5) and that the names, nationalities and residences of the first directors of the corporation, majority of whom are residents of the Philippines, are as follows:

[illegible]

Article VIII: That the following persons have subscribed to the authorized capital stock; and at least 25% of the authorized capital stock has been subscribed and at least 25% of the total subscription has been paid as follows:

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

Article X: That WESLEY NG 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 subscriptions paid by the subscribers.

Article XI: That the incorporators and directors undertake to change the name of the corporation as herein provided, or as amended thereafter, immediately upon receipt of notice or directive from the Securities and Exchange Commission that another corporation, partnership or person has acquired a prior right to the use of that name or that the name has been declared as misleading, deceptive, confusingly similar to a registered name, or contrary to public morals, good custom or public policy

IN WITNESS WHEREOF, we have set our hands this 24th day of November, 2016 at Mandaluyong City, Philippines.

1. MICHAEL ALLAN SICAT
TIN- 158-205-157

TIN- TIN-

2. PACIFIC JAMES TAN ROXAS-CHUA
TIN- 237-592-389

TIN- TIN-

3. PAUL YU SUN JR.
TIN- 298/888-535

TIN- TIN-

4. WESLEY NG
TIN- 222-588-865

TIN- TIN-

5. MICHIELSON L. LUAKIAN
TIN- 199-730-324

TIN- TIN-

Signed in the presence of

ACKNOWLEDGEMENT

Republic of the Philippines)

MANILA

MANILA

BEFORE ME, a Notary Public in and for _____ Philippines,
this _____ day of JAN 11 2017, 20____ personally appeared:

Name	TIN / ID / Passport No.	Date & Place Issued
MICHAEL ALLAN SICAT	TIN - 158-205-157	
PACIFICO JAMES TAN ROXAS-CHUA	TIN - 237-592-389	
PAUL YU SUN JR.,	TIN 298-888-535	
WESLEY NG	TIN - 222-588-865	
MICHIELSON L. LUAKIAN	TIN - 199-730-324	

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

Notary Public

ATTY. JOSELYN BONNIE V. VALEROS

NOTARY PUBLIC, ROLL NO. 54515

PTR No. 5921026 Issued on: Dec. 27, 2016 Until Dec. 31, 2017

ISP Life No. 723963 Issued on: Aug. 21, 2007

Commission No. 2016-099 Issued on: April 06, 2016, Until Dec. 31, 2017

MCLE No. V-0022298 Issued on June 14, 2016 Valid until April 14, 2019

Office Add: Imperial Bayfront Tower, 1642 A. Mabini, Manila

TIN No. 215-945-713-000

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REPUBLIC OF THE PHILIPPINES)
SS

TREASURER'S AFFIDAVIT

I, WESLEY NG, being duly sworn to, depose and say:

That I am elected Treasurer of GOLDSMITH GAMING CORPORATION

That as Treasurer, I am authorized to act as such until my successor has been duly elected and qualified in accordance with the by-laws of the corporation;

That I certify that at least twenty five percent (25%) of the authorized capital stock of the above mentioned corporation has been subscribed and at least twenty five percent (25%) of the subscription in the amount of THREE MILLION PESOS (P 3,000,000.00) has been paid, and received by me in cash/property for the benefit and credit of the corporation.

IN WITNESS WHEREOF, I hereby sign this Affidavit this 22th day of DECEMBER, 2019 in MANILA



Treasurer

SUBSCRIBED AND SWORN TO before me this DEC 07 2019 day of DECEMBER, 2019
at _____ affiant exhibited to me his/her TIN/ID/Passport with No. 222-588-865.

Notary Public

AGUSTIN
Notary Public
Notarial Office
Doc. No. _____
Page No. _____
Book No. _____
Series of _____
PTR No. _____
ABP Lifetime License No. _____
PSA No. _____

Doc. No. 422
Page No. 87
Book No. XLV
Series of 10/4

BY-LAWS
OF
GOLDSMITH GAMING CORPORATION

(Name of corporation)

ARTICLES I
BOARD OF DIRECTORS

Section I. The Board - The Board of Directors shall conduct all the business, control all property of the corporation and exercise the following corporate powers of the corporation:

- a) To sue and sued in the name of the corporation;
- b) To adopt and use a corporate seal;
- c) To amend the articles of incorporation in accordance with the Corporation Code of the Philippines;
- d) To adopt by-laws, not contrary to law, morals, or public policy, and to amend or repeal the same;
- e) To issue or sell stocks to subscribers and to sell treasury stocks in accordance with the provisions of the Corporation Code of the Philippines;
- f) To purchase, receive, take or grant, hold, convey, sell, lease, pledge, mortgage and otherwise deal with such real and personal property, including securities and bonds of other corporations, as the transaction of the lawful business of the corporation may reasonable and necessarily require, subject to the limitations prescribed by law and the Constitution;
- g) To enter into merger or consolidation with other corporations;
- h) To make reasonable donations, including those for the public welfare or for hospital, charitable, cultural, scientific, civic, or similar purposes;
- i) To establish pension, retirement, and other plans for the benefit of its directors, officers and employees; and

- j) To exercise such other powers as may be essential or necessary to carry out the purposes of the corporation.

Section 2. Directors – The members of the Board of Directors must have at least one (1) share of the capital stock of the corporation. They shall serve for a period of one (1) year and until their successors are elected and qualified.

Section 3. Election – The directors shall be elected from among the stockholders during the annual meeting of the stockholders at the principal office of the corporation.

Section 4. Disqualification – No stockholder convicted by final judgment of an offense punishable by imprisonment for a period exceeding six (6) years, or a violation of the Corporation Code of the Philippines, committed within five (5) years prior to the date of election shall qualify as a director.

Section 5. Compensation - The directors shall receive, as such directors, reasonable per diems for their attendance at each meeting of the Board. Any compensation other than per diems, may be allowed subject to the approval of stockholders representing at least a majority of the outstanding capital stock and in accordance with Section 30 of the Corporation Code.

Section 6. Vacancies - Any vacancy occurring in the Board of Directors other than by removal by the stockholders or by expiration of term, may be filled by the vote of at least a majority of the remaining directors, if still constituting a quorum; otherwise, the vacancy must be filled by the stockholders at a regular or at any special meeting called for the purpose. A director so elected to fill a vacancy shall be elected only for the unexpired term of his predecessor in office.

ARTICLE II

MEETINGS OF DIRECTORS

Section 1. Meetings - Regular meetings of the Board of Directors shall be held anywhere in or outside of the Philippines on a date adopted by the Board. Special meetings may be called at any time, for any purpose or purposes, by the President or upon the request of a majority of the directors.

Section 2. Notice - The notice of the meeting shall be communicated by the Secretary to each director personally, or by telephone or by written or electronic message at least one (1) day prior to the scheduled meeting. It shall indicate the date, time and place of the meeting. A director may waive this requirement, either expressly or impliedly.

Section 3. Quorum - A majority of the number of directors as fixed in the Articles of Incorporation shall constitute a quorum for the transaction of corporate business and every decision of at least a majority of the directors present at a meeting at which there is

budgets and the statements of accounts of the corporation; and perform such other duties as are incident to his office or are entrusted to him by the Board of Directors:

Section 2. Vice-President - He shall, if qualified, act as President in the absence of the latter. He shall have such other powers and duties as may from time to time be assigned to him by the Board of Directors or by the President.

Section 3. Secretary - The Secretary shall record the minutes of all meetings of the directors and the stockholders; keep record books including ledgers and stock and transfer books; keep the corporate seal and affix it to all papers and documents requiring a seal; certify to such corporate acts, countersign corporate documents or certificates, and make reports or statements as may be required by law or by government rules and regulations; send all notices of the corporation and determine the attendance in the meetings of the Board of Directors and stockholders, the number of shares of stock outstanding and entitled to vote, the shares of stock represented at the meeting and the existence of a quorum, and the votes in any resolution during such meetings; and perform such other duties as are incident to his office or as may be assigned to him by the Board of Directors or the President.

Section 4. Treasurer - The Treasurer of the corporation shall have custody of, and be responsible for all the funds, securities and bonds of the corporation and deposit them in the name and to the credit of the corporation; keep full and accurate accounts of receipts and disbursements in the books of the corporation; prepare and render an annual statements showing the financial condition of the corporation and such other financial reports, certifications or documents as the Board of Directors, or the President or government agencies may require; and perform such duties and functions as may be assigned to him by the Board of Directors or the President.

ARTICLE V

STOCKS AND STOCKHOLDERS

Section 1. Stockholders - Stockholders of the corporation shall pay the value of the stock in accordance with the terms and conditions prescribed by the Board of Directors. They shall pay interest on all unpaid subscriptions from the date of subscription at the rate of interest fixed in the subscription agreement.

Section 2. Stock Certificate - Certificates of stock shall be issued to stockholders with fully paid stock subscription. The certificates shall be signed by the President, countersigned by the Secretary or Assistant Secretary, and sealed with the corporate seal.

Section 3. Transfer of Shares - Subject to the restrictions, terms and conditions contained in the Articles of Incorporation, shares of stock may be transferred by delivery of the certificates duly indorsed by the owner, his attorney-in-fact, or other legally authorized person. No transfer shall be valid, except as between the parties, until the transfer is recorded in the books of the corporation so as to show the names of the parties

to the transaction, the date of the transfer, the number of certificate or certificates and the number of shares transferred.

No share of stock against which the corporation holds unpaid claim shall be transferable in the books of the corporation.

Section 4. Rights of Stockholders – All stockholders of the corporation shall have the following rights:

- a) To participate and vote during the meetings of the stockholders;
- b) To vote and be voted as director or officer of the corporation;
- c) To inspect the records of all business transactions of the corporation and the minutes of any meeting at reasonable hours on business days and may demand, in writing, for a copy of excerpts from said records or minutes, at his expense;
- d) To exercise pre-emptive rights to subscribe to all issues or disposition of shares of stock, in proportion to their respective shareholdings, unless such right is denied by the articles of incorporation or an amendment thereto;
- e) To exercise appraisal right on instances stated in Section 81 of the Corporation Code;
- f) To receive dividends declared by the board of directors; and
- g) To share in the distribution of the remaining assets of the corporation after its dissolution and liquidation of its assets.

ARTICLE VI

MEETINGS OF STOCKHOLDERS

Section 1. Meetings - The stockholders shall hold annual or regular meetings of the corporation on the MARCH 31 of each year, if a legal holiday, then on the day following.

Special meetings may be called by any of the following: (a) Board of Directors, at its own instance, or at request of stockholders representing a majority of the outstanding capital stock, or (b) the President.

Section 2. Place of Meeting – Stockholders meetings shall be held in the principal office of the corporation stated in Article III of the articles of incorporation or at any place designated by the Board of Directors in the city or municipality indicated therein.

Section 3. Notice - Notices for the meetings shall be sent by the Secretary by personal delivery, by mail or electronic message at least two (2) weeks for regular meetings and one (1) week for special meetings prior to the date of the meeting to each stockholder of record at his last known address. The notice shall state the place, date and hour of the meeting, and the purpose for which the meeting is called.

When the meeting is adjourned to another time or place, it shall not be necessary to give any notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken. At the reconvened meeting, any business may be transacted that might have been transacted on the original date of the meeting.

Section 4. Quorum - Unless otherwise provided by law, in all meetings of stockholders, a majority of the outstanding capital stock must be present or represented in order to constitute a quorum. If no quorum is constituted, the meeting shall be adjourned until the requisite number of stock shall be present.

Section 5. Conduct of Meeting - Meetings shall be presided over by the President, or in his absence, by a chairman to be chosen by the Board of Directors. The Secretary shall act as secretary of every meeting, but if not present, the chairman of the meeting shall appoint a secretary of the meeting.

Section 6. Proxy - Stockholders may vote in person or by proxy in all meetings of stockholders. Proxies shall be in writing, signed by the stockholder and filed before the scheduled meeting with corporate secretary. Unless otherwise provided in the proxy, it shall be valid only for the meeting for which it is intended.

ARTICLE VII


DIVIDENDS

Section 1. Dividends - The Board of Directors may declare dividends out of the unrestricted retained earnings of the corporation which shall be payable in cash, property, or stock to all stockholders of record. Stock dividends can not be issued without the approval of the stockholders representing not less than two-thirds (2/3) of the outstanding capital stock.


ARTICLE VIII


FISCAL YEAR

Section 1. Fiscal Year - The fiscal year of the corporation shall begin on the first day of January and end on the last day of December of each year.



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF TRANSPORTATION
LAND TRANSPORTATION OFFICE
DRIVER'S LICENSE





2022/04/30

Last Name, First Name, Middle Name
GAMMAD, SALVACION LEANA SABBUN


Nationality	Sex	Date of Birth	Weight (kg)	Height(m)
PHL	F	1992/04/30	65	1.60

Address
--, CENTRO SUR (POB.), ALCALA, CAGAYAN,
REGION 2

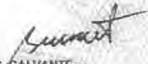
License No.	Expiration Date	Agency Code
B04-15-000180	2032/04/30	B04

Blood Type	Eyes Color
A+	BLACK

DL Codes	Conditions
A, A1, B, B1, B2	NONE



Signature of Licensee



EDGAR C. GALVANTE
Assistant Secretary