

From: Philippine Stock Exchange <no-reply@pse.com.ph>
Sent: Friday, 31 January 2025 2:38 pm

Subject: Substantial Acquisitions

Dear Sir/Madam:

Your disclosure was approved as Company Announcement. Details are as follows:

Company Name: Pacific Online Systems Corporation
Reference Number: 0003897-2025
Date and Time: Friday, January 31, 2025 14:37 PM
Template Name: Substantial Acquisitions
Report Number: C00575-2025

Best Regards,
PSE EDGE

This e-mail message, including any attached file, is confidential and legally privileged. It is solely for the intended recipient. If you received this e-mail by mistake, you should immediately notify the sender and delete this message from your system.

If you are not the intended recipient, you are prohibited from disseminating, distributing or copying this e-mail and its contents. Unauthorized or unlawful access, processing, use, misuse, alteration, interception, interference, communication, disclosure, distribution, downloading, uploading, copying, storage, reproduction and/or replication of any or all information, including personal and sensitive personal information ("Personal Data"), data, file(s), text, numbers, figures, images and/or graphics provided herein is punishable by law in accordance with Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012, Republic Act No. 10175, otherwise known as the Cybercrime Prevention Act of 2012, and other applicable laws and regulations.

This e-mail cannot be guaranteed to be secure and error-free as it could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses or other malicious programs. Therefore, the sender does not accept liability for any errors or omissions in the contents of this e-mail, which arise as a result of the transmission.

Unless it relates to business discharged by officials of the PSE, any views, opinions or factual assertions contained are those of the author and not necessarily of the PSE. The PSE prohibits unofficial use of its e-mail and consequently disclaims and accepts no liability for any damage caused by any libelous and defamatory statements transmitted via this e-mail.

If verification is required, please request for a hard copy.

To know about your rights as a data subject under the Data Privacy Act of 2012 and how the PSE processes and protects the Personal Data it collects and stores, you may visit the Privacy Policy page of PSE's website at <https://www.pse.com.ph/stockMarket/content.html?sec=privacypolicy>

The Philippine Stock Exchange, Inc., 6th to 10th Floors, PSE Tower, 5th Avenue corner 28th Street, Bonifacio Global City, Taguig City, Philippines 1634

SECURITIES AND EXCHANGE COMMISSION

SEC FORM 17-C

CURRENT REPORT UNDER SECTION 17 OF THE SECURITIES REGULATION CODE AND SRC RULE 17.2(c) THEREUNDER

1. Date of Report (Date of earliest event reported)
Jan 31, 2025
2. SEC Identification Number
AS093008809
3. BIR Tax Identification No.
003-865-392-000
4. Exact name of issuer as specified in its charter
Pacific Online Systems Corporation
5. Province, country or other jurisdiction of incorporation
Metro Manila, Philippines
6. Industry Classification Code(SEC Use Only)
7. Address of principal office
28th Floor East Tower, PSE Centre, Exchange Road, Ortigas Center, Pasig City
Postal Code
1605
8. Issuer's telephone number, including area code
8. (+632) 8584-1700
9. Former name or former address, if changed since last report
Not applicable
10. Securities registered pursuant to Sections 8 and 12 of the SRC or Sections 4 and 8 of the RSA

Title of Each Class	Number of Shares of Common Stock Outstanding and Amount of Debt Outstanding
Common	895,330,946

11. Indicate the item numbers reported herein

-

The Exchange does not warrant and holds no responsibility for the veracity of the facts and representations contained in all corporate disclosures, including financial reports. All data contained herein are prepared and submitted by the disclosing party to the Exchange, and are disseminated solely for purposes of information. Any questions on the data contained herein should be addressed directly to the Corporate Information Officer of the disclosing party.



Pacific Online Systems Corporation

LOTO

PSE Disclosure Form 5-1 - Substantial Acquisitions
References: SRC Rule 17 (SEC Form 17-C) and
Section 4.4 and/or Section 5 of the Revised Disclosure Rules

Subject of the Disclosure

Equity investment in HHR Philippines, Inc. ("HHRPI")

Background/Description of the Disclosure

This relates to the acquisition by Pacific Online Systems Corporation ("POSC") of a 37.5% equity stake in HHR Philippines, Inc.

Date of Approval by Board of Directors	Jan 29, 2025
Date of Approval by Stockholders	N/A
Other Relevant Regulatory Agency, if applicable	not applicable
Date of Approval by Relevant Regulatory Agency	N/A

Rationale for the transaction including the benefits which are expected to be accrued to the Issuer as a result of the transaction

Through this investment in HHRPI, the Corporation will be expanding its presence in the online gaming business through a company licensed by PAGCOR. The new capital to be infused by the Corporation into HHRPI, on the other hand, will be utilized by the latter to fund its expansion activities.

Description of the transaction including the timetable for implementation and related regulatory requirements, if any

The investment will be completed within 6 months subject to fulfillment of conditions. No regulatory approval is required.

Identities of the parties to the transaction

Name	Nature of Business	Nature of any material relationship with the Issuer, their directors/officers or any of their affiliates
HHR Philippines, Inc.	Electronic gaming	None
Anthony C. Manguiat	-	None
Martin Ole Zupetz	-	None
Lee Meng Kong	-	None
Rizalino C. Estanislao, Jr	-	None

Terms and conditions of the transaction
The nature and amount of consideration (e.g. price per share, the aggregate amount)

Philippine Pesos: One Hundred Fifty Million (Php150,000,000.00) to be paid in three (3) tranches.

Price per share: Php1,851.85

Basis upon which the amount of consideration or value of the transaction was determined

The transaction price is a negotiated amount which takes into account, among others, the start-up/pre-operating costs already expended by HHRPI as of the date of the transaction, inclusive of some reasonable premium.

The number of shares to be acquired	81,000
Ratio/percentage to total outstanding capital stock	37.5

Terms of payment

Payable in three (3) tranches

Conditions precedent to closing of the transaction, if any

Subject to compliance with conditions as indicated in the agreement

Description of the company subject of the transaction

Nature and business

HHRPI, a software and professional service provider of electronic gaming platforms for land-based and online gaming operators, is licensed and accredited by the Philippine Amusement and Gaming Corporation (PAGCOR). At the same time, it is a holder of a PAGCOR Gaming License for online gaming (e-Casino) under the brand “Buenas”.

Discussion of major projects and investments

A software and professional service provider of electronic gaming platforms for land-based and online gaming operators, and is licensed and accredited by the Philippine Amusement and Gaming Corporation (PAGCOR) to offer electronic (“eCasino”) games under the brand “Buenas” as well as historical horse racing games.

List of subsidiaries and affiliates, with percentage holdings

Name	% Ownership	
None	0	

Capital structure

Authorized capital stock

Type of Security	Amount	Number of Shares	
Common	60,000,000.00	600,000	

Subscribed Shares

Type of Security	Amount	Number of Shares	
Common	15,000,000.00	150,000	

Paid-Up Capital

Amount	15,000,000.00
Number of Shares	150,000

Issued Shares

Type of Security	Amount	Number of Shares	
Common	15,000,000.00	150,000	

Outstanding Shares

Type of Security	Amount	Number of Shares	
Common	15,000,000.00	150,000	

Par Value

Type of Security	Amount	
------------------	--------	--

Common	100.00
--------	--------

Ownership Structure (including percentage holdings)

Name	Number of Shares	% Ownership
Anthony C. Manguiat	72,000	48
Martin Ole Zupetz	22,500	15
Rizalino C. Estanislao, Jr.	18,000	12
Lee Meng Kong	37,500	25

Board of Directors

Name	(Regular or Independent)
Anthony C. Manguiat	Regular
Martin Ole Zupetz	Regular
Rizalino C. Estanislao, Jr.	Regular
Lee Meng Kong	Regular

Principal Officers

Name	Position/Designation
Anthony C. Manguiat	President
Rizalino C. Estanislao, Jr.	Treasurer / Corporate Secretary

Effect(s)/impact on the business, financial condition and operations of the Issuer

The investment strengthens POSC's position in the gaming industry, and creates opportunities for growth and collaboration. It enhances financial potential through increased revenues, equity value, and long-term returns.

Other Relevant Information

Please note that some portions of the Investment Agreement have been redacted as they make references to transactions of the Investee company with third parties which are covered by confidentiality conditions. Pacific Online has no direct relations with these third parties.

Filed on behalf by:

Name	Michelle Angeli Hernandez
Designation	Compliance Officer

INVESTMENT AGREEMENT

This Investment Agreement (“**Agreement**”) is executed on this 29th day of January 2025 by and among:

HHR PHILIPPINES, INC., a corporation organized and existing under the laws of the Republic of the Philippines, with office address at U2518 Parkway Corporate Center, Parkway Avenue, Filinvest Alabang, Muntinlupa City, Metro Manila, and represented herein by its President, **Anthony C. Manguiat** (hereinafter, the “**Investee**”);

-and-

PACIFIC ONLINE SYSTEMS CORPORATION, a corporation organized and existing under the laws of the Republic of the Philippines, with business address at the 28th Floor East Tower, Tektite Towers, Exchange Road, Ortigas Center, Pasig City, Metro Manila, and represented herein by its President and Chief Executive Officer, **Armin Antonio B. Raquel Santos** (hereinafter, the “**Investor**”);

-and-

ANTHONY C. MANGUIAT, MARTIN OLE ZUPETZ, LEE MENG KONG, and **RIZALINO C. ESTANISLAO, JR.**, the current stockholders of Investee (collectively, the “**Investee Shareholders**”).

(Each a “**Party**” and collectively, “**Parties**” to this Agreement).

RECITALS-

- A. **Investee** is a software and professional service provider of electronic gaming platforms for land-based and online gaming operators, and is licensed and accredited by the Philippine Amusement and Gaming Corporation (PAGCOR) to offer electronic (“eCasino”) games under the brand “Buenas” as well as historical horse racing games.
- B. As of the date of this Agreement, the authorized capital stock of **Investee** is SIXTY MILLION PESOS (P60,000,000.00) divided into SIX HUNDRED THOUSAND (600,000) shares with par value of ONE HUNDRED PESOS (P100.00) per share, of which, ONE HUNDRED FIFTY THOUSAND (150,000) shares have been subscribed to and paid for by the **Investee Shareholders** as follows:

Shareholder	No. of Shares Subscribed	Amount Subscribed	Amount Paid (P)	Total %tage Interest
Anthony C. Manguiat	72,000	7,200,000.00	7,200,000.00	48.00
Martin Ole Zupetz	22,500	2,250,000.00	2,250,000.00	15.00
Lee Meng Kong	37,500	3,750,000.00	3,750,000.00	25.00
Rizalino C. Estanislao, Jr.	18,000	1,800,000.00	1,800,000.00	12.00
TOTAL	150,000	15,000,000.00	15,000,000.00	100.00

- C. **Investee** needs to raise new capital and funds necessary for the expansion of its business.
- D. **Investor** has studied the business plans of **Investee** and has expressed willingness to invest in **Investee** via primary and secondary shares in order to acquire **Thirty-Seven and One-Half Percent (37.5%)** equity ownership thereof after the new capital infusion, subject to the terms and conditions of this Agreement.
- E. The **Investee Shareholders** have agreed to sell a portion of their shares to the **Investor** and the **Investor** has agreed to purchase said shares.

ACCORDINGLY, in consideration of the premises and mutual covenants herein contained, the Parties hereby agree as follows:

SECTION 1 SCOPE AND INTERPRETATION

1.01 Certain Defined Terms

The following terms (except as otherwise expressly provided or unless the context otherwise requires), for all purposes of this Agreement, shall have the following respective meanings (it being understood that the terms defined in this Agreement, whether in this Section 1.01 or otherwise, shall include in the singular number the plural, and in the plural number the singular):

- a) "Agreement" shall mean this Investment Agreement, including all its Annexes;
- b) "Applicable Law" shall mean with respect to any person, any and all applicable constitutions, treaties, statutes, legislation, laws, by-laws, regulations, ordinances, codes, judgements, rules or rulings, orders, decrees, awards, injunctions or any form of decisions, determinations issued by, or requirements of, any Governmental Authority, whether in the Philippines or elsewhere (including, without limitation, the rules or regulations of the SEC or any relevant stock exchange), as amended or modified from time to time, and to which such person is subject;

- c) “BIR” shall mean the Bureau of Internal Revenue;
- d) “Governmental Authority” shall mean any person exercising or entitled to exercise governmental, statutory, supervisory, executive, legislative, judicial, regulatory or administrative functions (including without limitation, any relevant stock exchange or securities council) or any court, arbitrator, tribunal with competent jurisdiction;
- e) “Investment Closing” shall mean the closing of **Investor’s** investment in **Investee** pursuant to Section 5;
- f) “Lien” shall mean any mortgage, lien, pledge, charge, security interest, encumbrance, hypothecation, title retention or other security or preferential arrangement of any kind in respect of any property or asset (including tag-along rights or rights of first refusal), and any other right of or arrangement with any creditor to have its claims satisfied out of any assets of the owner, or the proceeds therefrom;
- g) “Long Stop Date” shall mean the date falling 9 months after the date of this Agreement or such other date as may be agreed in writing between the Parties;
- h) “Loss/es” shall mean all losses, liabilities, costs (including legal costs and experts’ and consultants’ fees), penalties, fines, charges, expenses, actions, proceedings, claims and demands;
- i) “Person” shall mean and include an individual, a partnership, a joint venture, a corporation, a trust, any organization (whether incorporated or not) and a government or any department or agency thereof;
- j) “Pesos” and “P” shall mean the lawful currency of the Philippines;
- k) “SEC” shall mean the Securities and Exchange Commission.
- l) “Shares” shall mean shares of stock of **Investee**;
- m) “Subscription” shall mean the acquisition of unissued shares in **Investee**;
- n) “Subscription Price” shall mean the consideration or price to be paid for the subscription to **Investee** shares; and
- o) “Tax/es” shall mean any present or future taxes, levies, imposts, stamps, duties, filing and other fees or charges, withholdings and all liabilities with respect thereto, imposed, levied, assessed or collected or otherwise, including surcharges, penalties and interests on these Taxes if they are not paid on their respective due dates, imposed by any Governmental Authority.

1.02 Headings

All headings in this Agreement are inserted for convenience of reference only and shall not affect its meaning or interpretation.

1.03 Severability

If any provision contained in this Agreement is ineffective, void, voidable, illegal or unenforceable, or if this Agreement would, if a particular provision were not omitted herefrom, be ineffective, void, voidable, illegal or unenforceable, that provision shall (without in any way affecting the effectiveness, validity, legality and enforceability of the remainder hereof) be severable herefrom and this Agreement shall be read, construed, and shall take effect for all purposes as if that provision were not contained herein.

1.04 Supremacy of Agreement

The parties agree that should there be, or should there hereafter arise, any conflict between the provisions of this Agreement and the Articles of Incorporation or By-Laws of **Investee**, then the provisions of this Agreement shall prevail and any of the Parties may require, at any time, the other to cause the said Articles of Incorporation or By-Laws to be amended to the extent necessary to remove or correct such conflict.

SECTION 2 INVESTMENT OF INVESTOR IN INVESTEE

2.01 Share Purchase

The **Investee Shareholders** hereby agree to sell and transfer to the Investor their shareholdings (the “**Sale Shares**”) and the **Investee** has agreed to purchase the Sale Shares provided below:

Shareholder	No. of Shares	Purchase Price
Anthony C. Manguiat	7,575	14,027,763.75
Martin Ole Zupetz	2,625	4,861,106.25
Lee Meng Kong	3,750	6,944,437.50
Rizalino C. Estanislao, Jr.	1,050	1,944,442.50
TOTAL	15,000	27,777,750.00

The **Investee Shareholders** and **Investor** shall execute a Deed of Absolute Sale of Shares substantially in the form attached hereto as “ANNEX A”.

2.02 Subscription

Investor shall subscribe to SIXTY SIX THOUSAND (66,000) shares of **Investee** (the “Subscription Shares”), from its unissued capital stock with par value of ₱100.00 per share, for a total Subscription Price of **One Hundred Twenty Two Million Two Hundred Twenty Two Thousand Two Hundred Fifty Pesos (₱122,222,250.00)** and shall pay its subscription in accordance with the following schedule and upon the fulfillment of all conditions precedent for Investment Closing set forth in Section 3 hereof:

	Payment Date	Amount	Milestone
First Payment Date	On the Investment Closing Date	Php22,222,250.00	Conditions under Section 4.01(a)
Second Payment Date	Within 3 months from Investment Closing Date	Php50,000,000.00	Conditions under Section 4.01(b)
Final Payment Date	Within 6 months from Investment Closing Date	Php50,000,000.00	Conditions under Section 4.01(c)

Investor and **Investee** shall execute a Subscription Agreement to the Subscription Shares substantially in the form attached hereto as “ANNEX B”.

After the above subscription, the shareholding structure of **Investee** shall be as follows:

Shareholder	No. of Shares Owned	Total %tage Interest
Anthony C. Manguiat	64,425	29.83
Martin Ole Zupetz	19,875	9.20
Lee Meng Kong	33,750	15.63
Rizalino C. Estanislao, Jr.	16,950	7.85
Pacific Online Systems Corp.	81,000	37.50
TOTAL	216,000	100.00

2.03 Waiver of Pre-emptive Rights

The **Investee Shareholders** agrees to waive their respective pre-emptive rights to subscribe to the Subscription Shares in favor of **Investor** and shall sign Waivers substantially in the form attached hereto as “ANNEX C”.

SECTION 3 SPECIFIC COVENANTS OF THE PARTIES

- 3.01 During the period from the date of this Agreement until after the first meeting of the Board of Directors of **Investee**, whereat **Investor’s** nominees are elected to the Board, except: (i) as agreed in writing between the Parties, (ii) as required to comply with Applicable Law, or (iii)

as may be in the ordinary course of business consistent with past practices, the **Investee** shall, and the **Investee Shareholders** shall ensure that the **Investee** shall:

- a) conduct the business of the **Investee** and manage its assets and liabilities in the ordinary course of business and in accordance with customary business practices;
- b) maintain and preserve the **Investee's** corporate existence and in good standing under and in compliance with all Applicable Law, and maintain the present character of its businesses;
- c) comply with all Applicable Law binding on the **Investee**, its operations and its properties and assets; and
- d) maintain the **Investee's** properties and assets in good repair, working order and condition in accordance with customary business practices.

3.02 During the period from the date of this Agreement until after the first meeting of the Board of Directors of **Investee**, whereat **Investor's** nominees are elected to the Board, **Investee** and the **Investee Shareholders** shall not, without the express consent of **Investor**, with respect to the corporate affairs, business, assets, and properties of **Investee**:

- a) Issue any of **Investee's** shares or any right or privilege to acquire any of its shares or other securities;
- b) Change the nature of **Investee's** business;
- c) Declare or pay any dividend or make any other distribution or payment in respect of its shares or purchase or redeem any of its shares;
- d) Amend its Articles of Incorporation or By-Laws, except in accordance with the provisions of this Agreement;
- e) Merge or consolidate with any corporation or other equity, spin-off any part of its business, liquidate, or dissolve;
- f) Adopt or agree to adopt any plan providing for its reorganization;
- g) Make any loan or other extension of credit or issue any guaranty or otherwise incur any contingent liability;
- h) Sell, pledge, transfer, assign or grant a security interest in any of its assets, property, contracts, or rights;

- i) Enter into any contract not previously disclosed to **Investee** or terminate any existing contract;
- j) Employ any person or terminate any person's employment with **Investee**;
- k) Pay any compensation other than the current monthly payroll, raise or agree to raise employee's compensation, or pay or agree to pay any bonus or other additional compensation to its employees, officers, and directors;
- l) Make any change in the authorized capital stock or the rights attaching thereto or do or permit to be done any act, deed or thing which might result in any such change.

SECTION 4 CONDITIONS PRECEDENT TO INVESTMENT CLOSING

4.01 Conditions Precedent to the obligation of **Investor** to Subscribe to the Shares of **Investee**:

Investor's obligation to purchase the Sale Shares and subscribe to the Subscription Shares and to pay the purchase and subscription price are conditional upon satisfaction by the **Investee** and/or **Investee Shareholders** or waiver by the **Investor** (as the case may be) of the conditions set out below:

- a) For the Investment Closing Date:
 - 1. The Board of Directors of **Investee** has approved/ratified this Agreement;
 - 2. **Investee Shareholders** shall have waived their respective pre-emptive rights to subscribe to Sixty Six Thousand (66,000) shares of **Investee** in favor of **Investor**;
 - 3. Resignation by two (2) **Investee Shareholders** as directors of the Investee to allow for the election of **Investor's** nominees to the Board of Directors;
 - 4. Resignation by the Investee's Chairman of the Board, Treasurer and Corporate Secretary;
 - 5. There is (i) no proceeding, pending or threatened in writing by or before any Governmental Authority seeking to enjoin, invalidate, restrain or materially delay the consummation of the transactions contemplated in this Agreement; and (ii) no Applicable Law has been enacted, adopted or promulgated, and no Governmental Authority has issued any order, injunction, judgment or decree, which remains in effect, that prohibits, invalidates, restrains, makes illegal or materially delays the consummation of the transactions contemplated under this Agreement;


6. All undertakings and covenants required to be performed by the **Investee** and/or **Investee Shareholders** under this Agreement on or prior to the Investment Closing Date shall have been fulfilled; and
 7. All representations and warranties of **Investee** and/or **Investee Shareholders** contained in this Agreement shall be true and correct in all aspects on and as of the Investment Closing Date as if made on such date, except for representations and warranties relating to specified dates and except as otherwise provided herein.
- b) For the Second Payment Date:
1. Completion of the Investment Closing; and
-
- c) For the Final Payment Date:
1. Completion of the Second Payment Date; and
 2. Completion of the Audited Financial Statements of **Investee** as of and for the period ended 31 December 2024 that will include among others all accrued expenses and costs, as well as all outstanding liabilities, of **Investee**.

4.02 Closing Documents

- a) On the Investment Closing Date:

Investee Shareholders shall submit to **Investor** the following documents as proof of compliance with the conditions precedent to the Investment Closing:

1. A duly notarized Special Power of Attorney executed by each of the **Investee Shareholders** in favor of Anthony C. Manguiat to sign and execute the Deed of Absolute Sale of Shares and any and all authorizations for the sale and transfer of the Sale Shares to the **Investor**;
2. Notarized Waivers executed by **Investee Shareholders** in the form attached as “ANNEX C” of this Agreement, together with, if the Investee Shareholder is also a juridical entity, a Notarized Secretary’s Certificate on the Resolution of its Board of Directors authorizing the execution of the Special Power of Attorney, the waivers, and the appointment of the signatories thereto;

3. Duly notarized Secretary's Certificate containing the resolutions of the Board of Directors of **Investee** approving the subscription by the Investor, issuance of the Subscription Shares and execution of this Agreement and the Subscription Agreement and designating the Investee's authorized signatory;
4. Closing Certificate signed by each of the Investee Shareholders and Investee confirming Sections 4.01(a) 6 to 8 above in the form attached as "ANNEX D" of this Agreement;
5. Duly signed Shareholders' Agreement in the form attached as "ANNEX E" of this Agreement;
6. 
7. Signed resignation of Atty. Rizalino C. Estanislao, Jr. as director, and Anthony C. Manguiat as Chairman, and Atty. Rizalino C. Estanislao, Jr. as Treasurer and Corporate Secretary of **Investee** in the form attached as "ANNEX F" of this Agreement;
8. Notarized Corporate Secretary's Certificate attesting to the genuineness and completeness of all corporate records of **Investee** and delivery of said corporate records to the Investor, including:
 - i. Original SEC Certificate of Registration of **Investee**;
 - ii. Certified true copies of the Latest Amended Articles of Incorporation and By-Laws of **Investee**, if any;
 - iii. Certified true copy of the Latest General Information Sheet (GIS) of **Investee** filed with the SEC;
 - iv. Stock and Transfer Book;
 - v. Stock Certificate Book, together with proof of payment of Documentary Stamp Tax on the issued shares and transfers thereof, if any;
 - vi. Minute Book/s, if any;
 - vii. Original licenses, permits, registrations, and other authorizations;
 - viii. Titles to properties, if any;
 - ix. Bank books, check books, certificates of deposit in the name of **Investee**; and,
 - x. Material contracts entered into by **Investee** with related parties as well as with Third Parties.

Investor shall submit to the **Investee** and **Investee Shareholders** the duly notarized Secretary's Certificate containing the resolutions of the Board of Directors of **Investor** approving the purchase of the Sale Shares and subscription by the **Investor** to the

Subscription Shares and execution of this Agreement and the Subscription Agreement and designating the Investor's authorized signatory.

b) On the Second Payment Date:



c) On the Final Payment Date:

1. Audited Financial Statements of **Investee** as of and for the period ended 31 December 2024 that will include among others all accrued expenses and costs, as well as all outstanding liabilities, of **Investee**.

4.03 Notice of Investment Closing

Upon fulfillment of all conditions precedent set forth in Section 4.01(a) and submission by **Investee Shareholders** of all Closing Documents listed in Section 4.02(a), the Parties shall agree on the date, time, and place for the Investment Closing.

4.04 Long Stop Date

If the conditions set out in Sections 4.01 and/or 4.02 are not satisfied by the **Investee** or **Investee Shareholders** or waived by the **Investor** on or before the Long Stop Date, save as expressly provided, the **Investor** may, in its absolute discretion, exercise the remedies under Section 8 of this Agreement.

SECTION 5 INVESTMENT CLOSING

5.01 Investment Closing

Investment Closing shall take place at the time and place agreed among the Parties on the Investment Closing Date.

5.02 Transactions to be completed at Investment Closing:

- a) **Investee Shareholders** shall each execute a Deed of Absolute Sale of Shares in the form attached as "ANNEX A" with the **Investor**.
- b) **Investor** shall pay the purchase price of the Sale Shares as indicated in Section 2.01 above to each of the **Investee Shareholders**.

- c) **Investee Shareholders** shall each issue in favor of the **Investor** official receipt or acknowledgment receipt of the full payment of the purchase price for the Sale Shares.
- d) **Investor** and **Investee** shall execute a Subscription Agreement in the form attached as "ANNEX B".
- e) **Investor** shall remit to **Investee** the total amount of Twenty Two Million Two Hundred Twenty Two Thousand Two Hundred Fifty (₱22,222,250.00) in accordance with Section 2.02 above, as partial payment for Subscription Shares in accordance with Section 2 of this Agreement.
- f) **Investee** shall issue in favor of the **Investor** official receipt or acknowledgment receipt of the partial payment for the Subscription Shares.
- g) The **Investee** shall conduct a Special Meeting of its Board of Directors to: (1) fill the TWO vacancies in the Board, provided that the appointees shall be nominated by **Investor**; (2) appoint **Investor's** designees as **Investee's** Chairman of the Board, Corporate Secretary and Chief Financial Officer/Treasurer; (3) appoint Reyes Tacandong & Co. as its external auditors; and (4) amend its current By-laws to reflect a dividend policy that requires automatic and annual declaration and distribution of dividends to **Investee's** shareholders whenever **Investee** has unrestricted retained earnings during the preceding year.

5.03 Breach of Closing Obligations

If any of the Closing obligations in Sections 4.02 and 5 are not fulfilled by or on the date set for each closing, the non-defaulting Party shall be entitled (in addition to and without prejudice to all other rights or remedies available under Applicable Laws, including the right to claim damages) by written notice to the other Parties:

- a) in case Investment Closing has not yet taken place, to terminate this Agreement without liability on its part;
- b) to effect Closing so far as practicable having regard to the defaults which have occurred; or
- c) to fix a new date for Closing (being not more than 15 days after the date set for each Closing) in which case the provisions of this Section 5 shall apply to said Closing as so deferred but provided such deferral may only occur once; or
- d) To avail of the remedies provided under Section 8.

SECTION 6 POST CLOSING OBLIGATIONS

6.01 Subject to Investment Closing taking place, the Parties agree to complete the following within the prescribed periods :

- a) Within seven (7) days after the Investment Closing Date, the **Investee** shall file with the SEC an amended General Information Sheet reflecting the changes in its Board of Directors and management.
- b) No later than the fifth (5th) day of the month following the Investment Closing Date, the **Investor** shall file the documentary stamp tax return for the purchase of the Sale Shares and pay the documentary stamp tax.
- c) No later than the fifth (5th) day of the month following the Investment Closing Date, the **Investee** shall file the documentary stamp tax return for the issuance of the Subscription Shares and pay the documentary stamp tax.
- d) No later than thirty (30) days from the Investment Closing Date, the **Investee Shareholders** shall each file the appropriate tax return and pay the Capital Gains Tax and/or Donor's Tax (if applicable) for the sale of the Sale Shares.
- e) Within sixty (60) calendar days from the Investment Closing Date, or such other period as may be agreed between the Parties, the **Investee Shareholders** shall, with the assistance of the **Investor**, secure and obtain the Certificate Authorizing Registration from the BIR for the transfer of the Sale Shares from the **Investee Shareholders** to the **Investor**.
- f) The **Investor** issue the stock certificate covering the Subscription Shares in favor of the **Investor** upon receipt of full payment.
- g) The **Investor** and **Investee Shareholders** shall introduce the **Investee** to Threedes Corporation and include the **Investee** in their negotiation with Threedes Corporation in formalizing the agreement in relation to the cash bond paid to PAGCOR.

6.02 As soon as practicable after Investment Closing Date, the Parties shall call/convene a shareholders' meeting to submit for the shareholders' unanimous approval, amendments to the Articles of Incorporation and By-Laws of **Investee**, for the purpose of:

- a) Specifically granting all shareholders the pre-emptive right to subscribe to any additional shares of **Investee** and setting forth the mechanics for payments or waivers thereof;
- b) Granting the right of first refusal and tag-along rights to all shareholders and setting forth the mechanics for the exercise of such right;
- c) Granting **Investor** a Tag-Along Right in the event of divestment by **Investee Shareholders** from **Investee**; and,
- d) other pertinent matters to the best interest of **Investee** and all its shareholders.

- 6.03 The Parties shall act in good faith in the performance of their respective obligations hereunder, and shall promptly and completely make available any information, documents, papers and undertakings, certifications and other requirements that may be incumbent or imposed upon them.

SECTION 7 REPRESENTATIONS AND WARRANTIES

7.01 Representations and Warranties of **Investee Shareholders**

a) The Sale Shares

The Sale Shares are duly authorized, validly issued, fully paid, and non-assessable and are owned legally and beneficially by each of the **Investee Shareholders**, free and clear of any Liens. The Sale Shares and the transfer thereof to the **Investor** are not subject to or bound by any agreement with any third parties. The sale of the Sale Shares is not subject to any right of first refusal, tag-along rights or similar rights.

There are no outstanding taxes, fees, or other financial liabilities payable with respect to the Sale Shares.

There is no pending or threatened litigation, dispute, claim or proceeding against the **Investee Shareholders** or **Investee** which restrict or prohibit the transactions as contemplated by the Agreement, or affect the Sale Shares or the rights, title or interest related to the Sale Shares. No party has or has made any claim of ownership or any other interest in Sale Shares.

There are no voting trust agreements or any voting, pooling, proxy or shareholders' arrangements in respect of the right to vote in respect of the Sale Shares.

b) Lawful Conduct of Business

Investee has complied and is in compliance with all Applicable Laws and regulations relating to the conduct of its business and operations, especially the terms and conditions of its PAGCOR Gaming License; as well as those relating to the employment of labor, wages, hours or conditions of work, collective bargaining and the payment of social security premiums and taxes, and is not liable for any arrears in wages, compensation, benefits, premiums, taxes or penalties for failure to comply with any of the foregoing.

Investee has no restrictions or limitations, whatsoever, contractual or otherwise, to accept **Investor's** investment herein agreed, except as disclosed to **Investor** by the **Investee Shareholders**.

c) Capitalization

No person has the right (whether exercisable now or in the future and whether contingent or not) to call for the allotment, conversion, issue, registration, sale or transfer, amortization or repayment of any share or loan capital or any other security giving rise to a right over, or an interest in, the capital of **Investee** under any option, agreement or other arrangement (including conversion rights and rights of pre-emption).

There are no corporate approvals relating to any amendment of the Articles of Incorporation of the **Investee** involving increase in authorized capital stock or conversion of common shares to preferred shares.

There are no nominee or trust arrangements in respect of or concerning any equity interests issued by **Investee** and there is no arrangement or agreement concerning the relevant voting rights.

d) Financial Statements, Books and Records of **Investee**

The audited financial statements as of December 31, 2023 (the "**Financial Statements**") submitted by **Investee** present fairly, in conformity with generally accepted accounting principles consistently applied, the financial condition and results of the operations of **Investee** as of said dates.

The books and records of **Investee**, in all material respects, completely, correctly, and accurately reflect the basis for the financial statements and results of operation of **Investee** set forth in the Financial Statements. As of the date of the Financial Statements, there has been no material adverse change in the financial condition or results of operations of **Investee** in its assets, properties or business and no increase in the liabilities, direct or indirect, absolute or contingent of **Investee**.

Other than the amounts reflected in the Financial Statements, the **Investee** has no loan obligations or any liabilities, actual or contingent (including contingent tax liabilities), owing to creditor banks and/or third parties, and has not acted as a guarantor or surety for any outstanding loan obligation or significant liabilities, actual or contingent, of any person or entity in favor of any creditor of such person or entity. **Investee Shareholders** hereby undertake to hold **Investor** free and harmless from any liabilities which **Investee** may be liable for or adjudged to pay to any third party arising from or due to any circumstances, events, acts or omissions prior to Investment Closing Date.

e) No Undisclosed Liabilities

The **Investee** has no liabilities that would have been required to be reflected in, reserved against or otherwise described in the Financial Statements or in the notes thereto in accordance with accounting principles generally accepted in the Philippines.

The **Investee** has no liabilities, including without limitation, tax liabilities, trade payables, and liabilities for fees to service providers, due and whether incurred in respect of or measured by any income for any period prior to such date arising out of transactions entered into or any state of facts existing prior thereto.

Investee has no liability for advances by shareholders or related parties, other than those due to the **Investee Shareholders** amounting to no more than Sixty Million Pesos (Php60,000,000.00).

However, should at any time before or after Investment Closing Date any liability of **Investee** equivalent to an aggregate of not less than Ten Percent (10%) of Investor's Subscription Price and not otherwise disclosed herein or in the Financial Statements shall be discovered, the same shall constitute material breach of this Agreement which can be a ground for rescission subject to Section 8.01 hereunder.

f) Contracts

Investee has no other existing and live contracts with third parties and/or any of the **Investee Shareholders** other than those provided and disclosed to the **Investor**.

g) Litigation

There are no pending or threatened proceedings before any court or any governmental agency or administrative body against **Investee**, its Board of Directors, and officers, that if adversely determined might materially impair the financial conditions or operations of **Investee** or subject its assets and properties to attachment and seizure.

h) Taxes

Investee has filed its tax returns and paid all Taxes, duties, fees, and assessments of any type with respect to or in connection with its business and properties.

All Taxes, assessments, fees and other governmental charges which are due and payable by the **Investee** have been paid. No arrangement or agreement has been entered into by the **Investee** which extends the period of assessment or payment of taxes, levies, assessments, contributions, fees, rates, duties and other governmental or

municipal charges or impositions. All tax returns of the **Investee** required to be filed prior to the date of this Agreement in any jurisdiction have in fact been filed and were, to the best of the knowledge of the **Investee Shareholders** are true, correct and complete.

There is no current or threatened tax audit or investigation involving the **Investee**. No issue has been raised by a Governmental Authority in any current or prior audit, examination or investigation of the **Investee** which could reasonably be expected to result in any Tax assessment at any time after Investment Closing Date.

i) Properties and Assets

Investee has good and marketable title to all its properties and assets and said properties and assets are free from any mortgages, liens, pledges, charges, and other encumbrances of any nature whatsoever.

j) Directors, Officers, and other Authorized Representatives

GIS shows the current set of shareholders, directors and officers of **Investee**.

k) Reporting and Information

Investee Shareholders will ensure that the Parties, as Stockholders of **Investee**, will be provided the following:

i. Reports containing:

- b. Brief update on matters that the Board considers to be material issues;
- c. A statement of: (a) financial performance; (b) financial position; and (c) cash flows, as of the end of the quarter and for the fiscal year to date prepared in accordance with applicable accounting standards with a comparison to budgeted performance for those periods together with management commentary on those results and any explanations required by the Board; and,
- d. Performance measurement reporting as resolved by the Board, within ten (10) Business Days as of the end of each quarter.

ii. Any information provided by **Investee** to its bankers, financiers or other advisers, if any.

l) Disclosure

In case of an event which makes any representations or warranties of **Investee Shareholders** false, mistaken, or inaccurate, **Investee Shareholders** shall disclose such event or change to **Investor** as soon as they occur.

7.02 Survival of Representations and Warranties

The representations and warranties made in this Agreement are true, correct, and accurate as of the Investment Closing Date as if made on such date. Each of the representations and warranties of **Investee Shareholders** is deemed to be a separate representation and warranty and **Investor** has placed complete reliance thereon.

The representation and warranties of the Parties shall survive the execution of this Agreement and the Investment Closing. Any investigation by or on behalf of **Investor** shall not operate as a waiver of any breach of warranty or representation.

SECTION 8 REMEDIES

8.01 Grounds for Rescission by Either Party

Other than provided in this Agreement, either Party may rescind this Agreement upon the occurrence of the following Events of Default:

- a. Either party fails to perform any of its covenants or commits a material breach of its obligations under this Agreement and fails to remedy a breach capable of remedy within thirty (30) days from occurrence of said breach or from notice of knowledge by the other Party of said breach, whichever comes earlier;
- b. Any of the representations and warranties of **Investee Shareholders** cease to be true or is breached and such condition remains undisclosed to the other Party or the Party in breach has failed to remedy such condition within 30 days after its occurrence.

8.02 Effects of Rescission

- a. Rescission prior to Investment Closing
 - i. **Investor** shall be released from its obligation hereunder and the Parties shall be restored to their respective status or condition prior to the execution of this Agreement.
 - ii. **Investee Shareholders** shall, within ninety (90) days from notice by **Investor**, purchase whatever shares **Investor** may have purchased and subscribed to and paid for at the same price set forth in Section 2. Furthermore, should the

rescission be caused by the **Investee Shareholders'** breach of this Agreement, **Investor** shall be entitled to be paid an additional amount equivalent to 25% of its Subscription/Purchase Price.

- iii. The Parties shall take all other appropriate actions and execute or otherwise deliver any and all documents, acts, and deeds necessary to restore the Parties to their respective status or condition prior to the execution of this Agreement.

b. Rescission after Investment Closing

In addition to the effects of rescission listed in Section 8.02(a) above, should rescission of this Agreement occur at any time after Investment Closing, the Parties shall take the necessary and appropriate actions to return/refund **Investor's** investment in **Investee** with the end in view of **Investee Shareholders** reacquiring full control and ownership of **Investee**. Furthermore, should the rescission be caused by the **Investee Shareholders'** breach of this Agreement, **Investor** shall be entitled to be paid an additional amount equivalent to 25% of its Subscription/Purchase Price per annum from the date of payment by the Investor of the Subscription/Purchase Price.

SECTION 9 INDEMNIFICATION

9.01 Indemnity

In addition to the remedies under Section 8 above and subject to Section 9.02 below, each the **Investee Shareholders** jointly and severally agrees to indemnify and hold harmless the **Investor** against any and all losses, liabilities, damages, costs and expenses which it may incur or suffer, arising out of or otherwise in connection with a breach by the **Investee Shareholders** or **Investee** of any of their material obligations and undertakings under this Agreement, or any representation or warranty made by the **Investee Shareholders** or **Investee** is incorrect or misleading in any material respect (each a **Claim**).

9.02 Limitations on Liability

- a. No Claim shall be brought by **Investor** unless written notice of such Claim (specifying in reasonably sufficient detail the circumstances giving rise to the Claim, including legal and factual basis and the evidence on which the **Investor** relies and the amount claimed) has been given to the **Investee Shareholders** or **Investee** within eighteen (18) months from Investment Closing Date, except for claims for Tax liabilities and undisclosed liabilities of the Company which may be given up to three (3) years from Investment Closing Date. By way of exception to the foregoing, **Investor** may make a claim against the **Investee Shareholders** or **Investee** within ten (10) years from Investment Closing Date for Tax liabilities of the Investee involving or arising from fraud.

9.03 Indemnity and Arrangements on Pending Tax Assessments

The **Investee Shareholders** agree to indemnify and hold harmless the **Investor** and **Investee** from any and all Loss which the **Investor** or the **Investee** actually incurs following the Investment Closing in connection with Tax assessments of the **Investee** pending as of Investment Closing.

SECTION 10 TAXES AND EXPENSES

Except as otherwise provided in this Agreement, each of the Parties shall bear their respective expenses in connection with the authorization, approvals, negotiation, preparation, and execution and consummation of this Agreement, including the fees of their respective counsels and advisors.

The documentary stamp taxes on the original issuance of shares shall be borne by **Investee**.

SECTION 11 GENERAL PROVISIONS

11.01 Statement of Principles

In managing and implementing the transactions contemplated in this Agreement and in dealing with each other, the Parties shall, at all times, adhere to and be guided by the principles of fairness and equity, and promote and encourage the spirit of mutual commitment and support in keeping with the best interest of the Parties.

11.02 Assignability

Investor may assign or transfer any or all of its rights under this Agreement to any entity owned or controlled by it, provided prior written notice of any intended assignment or transfer is given to **Investee Shareholders**.

11.03 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.

11.04 Dispute Resolution

The Parties shall exert all efforts reasonable under the circumstances to amicably settle any disagreement on the interpretation or the implementation of any of the provisions of this Agreement ("Dispute").

In the event of any Dispute, the representatives of each Party shall meet and discuss to try and resolve the Dispute within Five (5) working 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 Dispute shall be referred to executive conciliation. Failure of the Dispute to be settled on executive conciliation shall be sufficient cause to refer the Dispute to arbitration for resolution through the Philippine Dispute Resolution Center, Inc. ("PDRC") in accordance with its arbitration rules.

In case of arbitration, the number of arbitrators shall be three (3). Each Party shall appoint one (1) arbitrator, and one (1) arbitrator shall be chosen by the first two (2) appointed arbitrators. Should either Party fail to appoint an arbitrator, or should the first two arbitrators fail to appoint a third arbitrator, the president of the PDRC shall appoint such arbitrator. The place of arbitration shall be in Pasig City, Metro Manila, and the language to be used in the arbitral proceedings shall be English.

The award rendered in such arbitration shall be final and binding upon the Parties and may be entered in any court of competent jurisdiction. Nothing in this Agreement, however, shall be construed as waiver by any Party of its right to seek injunctive or similar relief in any court of competent jurisdiction.

11.05 Entire Agreement; Amendments

This Agreement contains the entire agreement between the parties with respect to the transactions contemplated herein and superseded all previous oral or written negotiations, commitments, understandings and agreements that the Parties may have entered into prior to the date of the signing of this Agreement.

The Parties agree to execute or cause to be executed all such other documents, contracts or instruments as may be necessary or required in order to carry out the intent and purposes of this Agreement. This Agreement shall not be altered, changed, supplemented or amended except in by a written instrument signed by both Parties.

11.06 Waivers

No waiver, unless made in writing, of any breach or failure to enforce any terms or conditions of this Agreement shall affect, limit, or waive a party's rights at any time to enforce strict compliance thereafter with every term or conditions of this Agreement.

11.07 Notices

Except as otherwise provided in this Agreement, all notices, statements, demand or other communications and documents required or permitted to be given, served, or delivered hereunder shall be in writing and shall be sent or delivered by hand, telefax, registered mail or electronic mail with receipt requested. Any such communications, acceptance or approval so given, shall become effective –

- a) If delivered by hand, upon delivery;
- b) If sent by registered mail, upon delivery of registry receipt to sender;
- c) If sent by email or facsimile machine transmission, at the time of transmission, subject to a hard copy having been received by the addressee within the next business day after transmission.

Any communication hereunder shall be addressed as follows:

To Investee Shareholders:

Mr. Anthony C. Manguiat
2518 Parkway Corporate Center
Parkway Avenue, Filinvest Alabang, Muntinlupa City
Email Add: acm@hhrph.com

To Investor:

Pacific Online Systems Corporation
28th Floor East Tower Tektite Towers, Exchange Road
Ortigas Center, Pasig City
Attention: Mr. Armin Antonio B. Raquel Santos
President
Email Add.: armin.raquel-santos@premiumleisurecorp.com

To Investee:

HHR Philippines, Inc.
U2518 Parkway Corporate Center, Parkway Avenue
Filinvest Alabang, Muntinlupa City, Metro Manila
Attention: Mr. Anthony C. Manguiat
President
Email Add.: acm@hhrph.com

Any Party may from time to time by notice hereunder change its address for notice.

11.08 Remedies Cumulative

All remedies conferred by this Agreement to a Party shall be cumulative and not exclusive and shall not be so construed as to deprive such Party of any legal remedy by judicial or extrajudicial proceedings appropriate to enforce the terms and conditions of this Agreement.

11.09 Severability

If any provision of this Agreement is declared invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the other provisions thereof shall not be affected or impaired thereby and shall continue to be in full force and effect.

- (b) The Parties shall promptly amend this Agreement and/or execute such additional documents as may be necessary and/or appropriate to give legal effect to the void, invalid or otherwise unenforceable provision in such a manner that, when taken with the remaining provisions, will achieve the intended commercial purpose of the void, invalid or otherwise unenforceable provision.

11.10 Counterparts

This Agreement may be executed in counterparts, and by different Parties on separate counterparts each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN ATTESTATION OF THE ABOVE, the Parties have duly executed this Agreement as of the date and place first above-written.

HHR PHILIPPINES, INC.

Investee

By:


ANTHONY C. MANGUIAT
President

**PACIFIC ONLINE SYSTEMS
CORPORATION**

Investor

By:


ARMIN ANTONIO B. RAQUEL SANTOS
President

Investee Shareholders

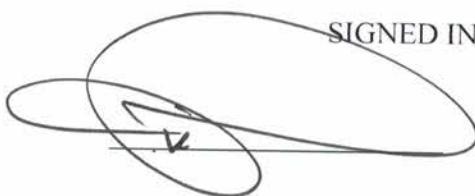

ANTHONY C. MANGUIAT

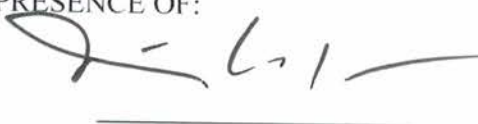

RIZALINO C. ESTANISLAO, JR.


MARTIN OLE ZUPETZ


LEE MENG KONG

SIGNED IN THE PRESENCE OF:

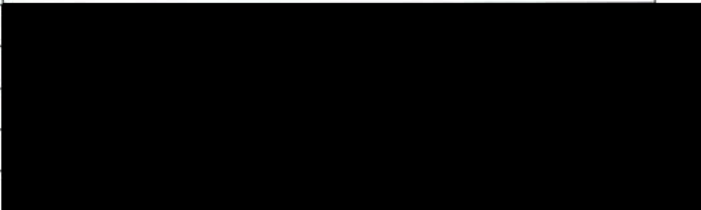




ACKNOWLEDGMENT

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

BEFORE ME, a Notary Public, for and in the above jurisdiction, this ____ day of JAN 29 2025, personally appeared with their respective competent evidence of identity (CEI) bearing their pictures and signatures, to wit:

Name	Valid Government-issued ID
Anthony C. Manguiat	
Rizalino C. Estanislao, Jr.	
Martin Ole Zupetz	
Lee Meng Kong	
Armin Antonio B. Raquel Santos	

known to me and to me known to be the same persons who executed the foregoing Investment Agreement, consisting of _____ (____) pages, including this page wherein the Acknowledgment is written, as well as the Annexes hereof, signed on each and every page by the Parties and their witnesses and acknowledged to me that the same is their free and voluntary act and deed and that of the corporation represented herein.

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

Doc. No. 333;
Page No. 68;
Book No. I;
Series of 2025.


ERIELLE ROBYN T. ONGCHAN

Appointment No. 133 (2024-2025)

Notary Public for Taguig City

Until December 31, 2025

Attorney's Roll No. 88303

1105 Tower 2 High Street South Corporate Plaza

28th Street, Bonifacio Global City, Taguig City

PTR Receipt No. A-6396477, 01.03.25, Taguig City

IBP Receipt No. 495636, 01.02.25, Pasig City

Admitted to the Bar on December 2022

FORM OF THE DEED OF ABSOLUTE SALE OF SHARES

DEED OF ABSOLUTE SALE OF SHARES

This Deed of Absolute Sale of Shares is entered into this _____ at _____, by and between:

_____, [Nationality], of legal age and with address at _____
(the **Seller**);

and

PACIFIC ONLINE SYSTEMS CORPORATION, a corporation organized and existing under the laws of the Republic of the Philippines, with business address at the 28th Floor East Tower, Tektite Towers, Exchange Road, Ortigas Center, Pasig City, Metro Manila (the **Buyer**);

RECITALS

- (A) The Seller is the legal and beneficial owner of _____ common shares in **HHR Philippines, Inc. (the Company)**, a company duly organized and existing under the laws of the Republic of the Philippines with address at U2518 Parkway Corporate Center, Parkway Avenue, Filinvest Alabang, Muntinlupa City, Metro Manila (the **Subject Shares**).
- (B) Seller has agreed to sell, and the Buyer has agreed to purchase, the Subject Shares.

NOW, THEREFORE, the parties agree as follows:

- (1) For and in consideration of the aggregate sum of [●] (Php [●]), or a purchase price of [●] (Php [●]) per share, receipt in full of which is hereby acknowledged by the Seller, the Seller hereby sells, assigns, transfers and conveys to the Buyer, and Buyer hereby purchases and acquires from Seller, the Subject Shares, free and clear of all liens, charges, claims, equities and encumbrances of any kind or description.
- (2) The capital gains taxes and/or donor's tax on the sale and transfer of the Subject Shares shall be for the account of the Seller. Documentary stamp taxes on the sale shall be for the account of the Buyer.
- (3) This Deed is governed by and shall be construed in accordance with the laws of the Republic of the Philippines.
- (4) This Deed may be executed in any number of counterparts, each of which shall constitute an original, and all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, the parties have set their hands to this instrument on _____ in _____.

Seller

Buyer

PACIFIC ONLINE SYSTEMS CORPORATION

By:

Armin Antonio B. Raquel Santos
President and CEO

Signed in the presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
) S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, this _____,
personally appeared:

Name	Valid ID	Date/Place of Issuance
Pacific Online Systems Corporation		
Represented by: Armin Antonio B. Raquel Santos		

known to me and to me known to be the persons who executed the foregoing instrument 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.

This instrument refers to a Deed of Absolute Sale of Shares consisting of _____ () pages, including this page and the annexes, signed by the parties and their instrumental witnesses on each and every page thereof.

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

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of _____.

FORM OF THE SUBSCRIPTION AGREEMENT

SUBSCRIPTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Subscription Agreement (the **Agreement**) is made and entered into this _____ by and between:

HHR PHILIPPINES, INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal address at Unit 2518 Parkway Corporate Center, Parkway Avenue, Filinvest, Alabang, Muntinlupa represented by its President, **Anthony C. Manguiat** (hereinafter referred to as the “Corporation”);

- and -

PACIFIC ONLINE SYSTEMS CORPORATION, a corporation organized and existing under the laws of the Republic of the Philippines, with business address at the 28th Floor East Tower, Tektite Towers, Exchange Road, Ortigas Center, Pasig City, Metro Manila, and represented herein by its President, **Armin Antonio B. Raquel-Santos** (hereinafter referred to as the “Subscriber”).

WITNESSETH: THAT

WHEREAS, the Corporation has an authorized capital stock of Sixty Million Pesos (Php60,000,000.00) divided into Six Hundred Thousand (600,000) shares, with a par value of One Hundred Pesos (P100.00) each, out of which, a total of 150,000 shares have been issued and are outstanding;

WHEREAS, the Subscriber and other shareholders of the Corporation entered into an Investment Agreement dated 29 January 2025 (the “Investment Agreement”) wherein the Subscriber has agreed to subscribe to and the Corporation has agreed to issue to the Subscriber, Sixty Six Thousand (66,000) shares with a par value of One Hundred Pesos (P100.00) per share at a total subscription price of One Hundred Twenty Two Million Two Hundred Twenty Two Thousand Two Hundred Fifty Pesos (P122,222,250.00) (hereinafter, the “Subscription Shares”);

WHEREAS, the Corporation, Subscriber and other shareholders of the Corporation entered into a Shareholders’ Agreement on 29 January 2025 (the “SHA”) to govern their rights and obligations in relation to the Corporation;

WHEREAS, the Corporation has agreed to issue to Subscriber the Subscription Shares under the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the representations, warranties and covenants hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Subject to the terms and conditions of this Agreement, the Subscriber hereby subscribes to, and the Corporation agrees to issue to the Subscriber, the Subscription Shares at a total subscription price of One Hundred Twenty Two Million Two Hundred Twenty Two Thousand Two Hundred Fifty Pesos (P122,222,250.00).
2. Subject to the fulfillment of the conditions provided under the Investment Agreement, the total subscription price shall be paid by the Subscriber in accordance with the schedule below:
 - a. P22,222,250.00 – upon signing of the Agreement
 - b. P50,000,000.00 – within 3 months from signing of the Agreement
 - c. P50,000,000.00 – within 6 months from signing of the Agreement
3. The Corporation shall issue to the Subscriber the corresponding stock certificates covering the Subscription Shares within five (5) days from full payment of the total subscription price.
4. The Corporation represents and warrants to the Subscriber that:
 - a. It is a corporation duly organized and existing under the laws of the Philippines, and has all the requisite corporate power and authority to enter into, deliver and perform its obligations under the Agreement.
 - b. All corporate acts required to be taken by it to authorize the execution, delivery and performance of this Agreement have been obtained. The Agreement constitutes and will constitute legal, valid and binding obligations, enforceable against it in accordance with the terms hereof and thereof.
 - c. The execution, delivery and performance of the Agreement (i) do not and will not, and the performance by it of the terms and conditions thereof will not, conflict with or violate its constitutive documents or any resolution of its stockholders or board of directors.
 - d. It is not insolvent or unable to pay its debts and it will not become insolvent or unable to pay its debts as a result of the entry into this Agreement, nor has it ceased trading or stopped payment to or made any arrangement with its creditors.
 - e. It is materially compliant with all applicable laws relating to its business.
 - f. It has valid titles and rights to use all assets and licenses required for its operations and is compliant with the conditions applicable to its title or right of use.
 - g. No consent, action, approval or authorization of, and no registration, declaration, notification or filing with or to, any governmental authority is required to be obtained, or made, by the Corporation to authorize the execution or performance of this Agreement, other than notification to the Philippine Amusement and Gaming Corporation (PAGCOR) of the change in ownership and directors within thirty (30) days from issuance of the Subscription Shares as required under its PAGCOR license.
 - h. There are no facts, matters or circumstances which may lead to any person being entitled to set aside the subscription or cause this Agreement to be void.

- i. It is entitled to validly issue the Subscription Shares free from all encumbrances, *pari passu* with all other common shares, including their entitlement to dividends, and vest full ownership of the Subscription Shares on the terms set out in this Agreement.
5. The documentary stamp taxes on the issuance of the Subscription Shares shall be for the account of the Corporation.
6. Upon execution of this Agreement, the Subscriber shall be entitled to all the rights and obligations attached to the Subscription Shares, as set out under the Corporation's Articles of Incorporation, By-Laws, the SHA, and existing laws.
7. If any one or more of the provisions contained in this Agreement or any document that may be executed in connection herewith shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired, and they shall remain in full force and effect.
8. This Agreement and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of the Philippines.
9. This Agreement and such other agreements incorporated herein by reference or executed in relation to this Agreement constitute the entire agreement of the Parties covering the transactions contemplated herein and therein.
10. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any single counterpart or set of counterparts signed in either case by any of the Parties hereto shall constitute a full and original agreement for all purposes.
11. A person who is not a party to this Agreement shall have no right to benefit from this Agreement or to enforce any of its terms. Each Party represents to the other that their respective rights to terminate, rescind or agree to any amendment, variation, waiver or settlement under this Agreement are not subject to the consent of any person that is not a party to this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the date first set forth above.

HHR PHILIPPINES, INC.

**PACIFIC ONLINE SYSTEMS
CORPORATION**

By:

By:

Anthony C. Manguiat
President

Armin Antonio B. Raquel Santos
President

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGEMENT

Republic of the Philippines)
) S.S.

BEFORE ME, a Notary Public in and for the above jurisdiction, this 29th day of January 2025 personally appeared the following:

NAME	ID NO.	ISSUED	ISSUED
DNY C. MANGUIAT			
ANTONIO B. RAQUEL SANTOS			

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

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

NOTARY PUBLIC

Doc. No.
Page No.
Book No.
Series of .

WAIVER OF PRE-EMPTIVE RIGHTS

We, the stockholders of **HHR PHILIPPINES, INC.** (the “**Investee**”), a corporation duly organized and existing under Philippine law, hereby waive our pre-emptive rights to subscribe to 66,000 shares of **Investee**, with par value of One Hundred Pesos (₱100.00) per share, out of the Unissued Shares of the Corporation in favor of **Pacific Online Systems Corporation** (“**Investor**”), in accordance with the Investment Agreement we have executed with **Investor** and the Investee dated _____.

_____ 2025, at _____.

Investee Shareholder

FORM OF THE CLOSING CERTIFICATE

[Investment Closing Date]

PACIFIC ONLINE SYSTEMS CORPORATION

28th Floor East Tower, Tektite Towers
Exchange Road, Ortigas Center
Pasig City

Attention: **Mr. Armin Antonio B. Raquel Santos**
President and Chief Executive Officer

Re: **Investment Agreement dated 29 January 2025**

Gentlemen:

The undersigned certifies in connection with the Investment Agreement dated [●] (the **Agreement**) by and among **HHR Philippines, Inc., Pacific Online Systems Corporation, Anthony C. Manguiat, Martin Ole Zupetz, Lee Meng Kong, and Rizalino C. Estanislao, Jr.** that as of the date hereof, they each have complied with the Conditions Precedent specified in Section 4.01(a) of the Agreement which are required to be satisfied by the undersigned on the Investment Closing Date, to wit:

1. There is (i) no proceeding, pending or threatened in writing by or before any Governmental Authority seeking to enjoin, invalidate, restrain or materially delay the consummation of the transactions contemplated in the Agreement; and (ii) no Applicable Law has been enacted, adopted or promulgated, and no Governmental Authority has issued any order, injunction, judgment or decree, which remains in effect, that prohibits, invalidates, restrains, makes illegal or materially delays the consummation of the transactions contemplated under this Agreement;
2. All undertakings and covenants required to be performed by the Investee and/or Investee Shareholders under the Agreement on or prior to the Investment Closing Date shall have been fulfilled; and
3. All representations and warranties of Investee and/or Investee Shareholders contained in this Agreement shall be true and correct in all aspects on and as of the Investment Closing Date as if made on such date.

Terms used in this certificate shall have the meanings ascribed to them in the Agreement, unless otherwise defined herein.

Very truly yours,

Anthony C. Manguiat
President
HHR Philippines, Inc.

Anthony C. Manguiat

Martin Ole Zupetz

Lee Meng Kong

Rizalino C. Estanislao, Jr.

FORM OF THE SHAREHOLDERS’ AGREEMENT

SHAREHOLDERS’ AGREEMENT

This SHAREHOLDERS’ AGREEMENT (hereinafter referred to as the **“Agreement”**), made and executed this 29 January 2025, by and among:

PACIFIC ONLINE SYSTEMS CORPORATION, a corporation duly incorporated and existing under and by virtue of the laws of the Republic of the Philippines with office address at the 28th Floor East Tower Tektite Towers, Exchange Road, Ortigas Center, Pasig City (hereinafter referred to as **“POSC”**);

and

ANTHONY C. MANGUIAT, Filipino, of legal age and with address at [REDACTED]

and

MARTIN OLE ZUPETZ, American, of legal age and with address at [REDACTED]

and

LEE MENG KONG, Malaysian, of legal age and with address at [REDACTED]

and

RIZALINO C. ESTANISLAO, JR., Filipino, of legal age and with address at [REDACTED]

(Each shall hereinafter be individually referred to as the **“Party”** or, collectively, as the **“Parties”**).

RECITALS:

WHEREAS, HHR Philippines, Inc. (the **“Corporation”**) is a software and professional service provider of electronic gaming platforms for land-based and online gaming operators, and is licensed and accredited by the Philippine Amusement and Gaming Corporation (PAGCOR) to offer electronic (**“eCasino”**) games under the brand **“Buenas”** as well as historical horse racing games.

WHEREAS, on 29 January 2025, the Parties entered into an Investment Agreement, setting forth among others the terms and conditions relating to the investment of POSC in the Corporation (the **“Investment Agreement”**).

WHEREAS, by virtue of the Investment Agreement, POSC subscribed to 90,000 common shares translating to 37.50% of the total issued and outstanding capital stock of the Corporation,

inclusive of two (2) qualifying shares held in trust for POSC by its nominee-directors, with the concurrence and approval of the other Parties.

WHEREAS, the Parties desire to enter into this Agreement to define the basic principles, policies, terms and conditions which shall govern their investment in, governance, ownership, administration, and management of, and their relationship as shareholders of, the Corporation.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Principles of Construction and Interpretation

- (a) Capitalized terms used in this Agreement but not otherwise defined shall have the meanings set forth or otherwise provided in Section 2.
- (b) The headings in this Agreement are inserted for convenience of reference only and shall not limit or affect the construction of the provisions hereof. Unless the context otherwise requires, words denoting the singular number shall include the plural and vice versa, and references to any gender shall include the other gender.
- (c) obligations (whether actual or contingent) undertaken by two or more persons bind them jointly and rights or privileges conferred on two or more persons may be enforced or exercised by them jointly according to their respective shares.
- (d) Any reference in this Agreement to any statute, law, decree or regulation shall be construed as a reference to such statute, law, decree or regulation as re-enacted, redesignated, amended or extended from time to time. Unless otherwise provided herein or unless the context requires otherwise, any reference in this Agreement to any document or agreement shall be deemed to include a reference to such document or agreement as amended, varied, supplemented or replaced from time to time.
- (e) Unless otherwise provided herein, or unless the context requires otherwise, any reference in the Agreement to the Articles of Incorporation or By-Laws of the Corporation shall be deemed to include a reference to said documents as duly amended or revised from time to time.
- (f) Any reference to any Person or Persons shall be construed to include a natural person, body corporate, unincorporated association, government or semi-government or municipal entity and as a reference to any permitted successors or assigns of such Person or Persons.

2. Definition of Terms:

“Agreement” means this Shareholders’ Agreement;

“Applicable Laws” means laws, regulations, statutes, codes, rules, orders, permits, policies, licenses, certifications, decrees, standards or interpretations imposed by any governmental authority that apply to this Agreement.

“Business” shall mean the operations of the Corporation as a software and professional service provider of electronic gaming platforms for land-based and online gaming

operators, including the electronic (“eCasino”) games under the brand “Buenas” and its operations in historical horse racing games.

“Subsidiary” shall mean:

- (a) With respect to a Party which is a partnership or corporation, any entity which owns shares exceeding fifty percent (50%) of the share capital of such Party or any entity of which more than fifty percent (50%) of its share capital is beneficially owned, directly or indirectly, by such Party; and
- (b) With respect to a Party who is an individual, any member of his immediate family consisting of his parents, children or siblings, any entity of which more than fifty percent (50%) of the share capital of such entity is beneficially owned by such Party.

3. Investment in the Corporation

3.1 Purpose

The Parties declare that their primary contractual intent in entering into this Agreement is to ensure their respective rights as shareholders of the Corporation as set forth herein, and the Parties hereby agree that they shall take all necessary actions to accomplish this purpose.

3.2 Licenses and Trademarks

The Parties agree to maintain, and at all times, ensure compliance by the Corporation with the terms and conditions of, the following licenses and registrations:

- (a) Philippine Amusement and Gaming Corporation license as a Gaming System Service Provider of PAGCOR-Licensed Gaming Venues for Electronic (eCasino) Games issued on 22 November 2023.
- (b) Certificate of Registration with the Anti-Money Laundering Council.
- (c) Trademark and tradename “Buenas” e-games valid until 19 December 2032 as evidenced by the Certificate of Registration issued by the Intellectual Property Office of the Philippines on 19 December 2022.

4. Equity Ownership

Except as otherwise provided or allowed under this Agreement, the Parties agree to maintain the following percentages of ownership in the Corporation:

Shareholder	No. of Shares Owned	Total %tage Interest
Anthony C. Manguiat	64,425	29.83
Martin Ole Zupetz	19,875	9.20
Lee Meng Kong	33,750	15.63
Rizalino C. Estanislao, Jr.	16,950	7.85
Pacific Online Systems Corp.	81,000	37.50
TOTAL	216,000	100.00

The Parties shall have the pre-emptive right to subscribe to additional share issues of the Corporation whether out of an increase or other issuances by the Corporation.

5. Board of Directors

5.1 Composition of Board of Directors

The Board of Directors (the “**Board**”) of the Corporation shall have five (5) members to be elected by the stockholders in accordance with their shareholdings. POSC shall have the right to nominate two (2) Directors, including the Chairman of the Board.

Such nominations shall be binding upon the Parties and each Party shall vote their shares accordingly at the shareholders’ meetings. Any nomination or removal of a director by a Party must be by notice in writing served on the Corporation (with a copy to the other Parties) at its registered office.

5.2 Term, Vacancies and Removal of Directors

Members of the Board of Directors shall be elected at each regular meeting of the shareholders for a term of office of one (1) year and until their successors are elected and qualified. A director whose term of office has expired may be reelected.

Any vacancy in the Board of Directors caused by the resignation of a director before the expiry of such director’s term of office, other than by removal, shall be filled by a special meeting of the Board of Directors if still constituting a quorum, which shall elect as replacement director the nominee of the Party that previously nominated the director whose departure from the Board of Directors created the vacancy. The Parties agree to vote and/or cause their nominees in the Board of Directors to vote their shares for the election of said nominee director. Such special meeting of the Board of directors shall be called by the Chairman of the Board of Directors of the Corporation to be held on a date that is no later than thirty (30) days from the date that such vacancy occurred.

If a Party desires to replace/remove any of its nominated directors with or without cause, the other Parties agree to vote in favor of the replacement/removal; provided, however, that if such replacement/removal is without cause, the Party proposing the dismissal shall indemnify and hold the Corporation and the other Parties harmless from any and all damages and other expenses that may arise from such action. Each Party hereby undertakes that (i) none of the directors it nominates to the Board will exercise his vote, or fail to exercise his vote, if such exercise or failure would prevent the appointment or the removal of a person nominated as a director, and (ii) it will use its best efforts to cause the persons so nominated to be elected or removed in accordance herewith.

5.3 Meetings

Board meetings shall be convened as necessary, but shall meet at least once every quarter, by giving not less than two (2) days notice in writing specifying the time and venue of such meeting accompanied by an agenda specifying the business to be transacted together with all relevant papers for discussion. The presence of at least three (3) members of the Board with at least one (1) director from POSC shall constitute a quorum for the transaction of any business. Decisions/resolutions of the Board will be

made by majority vote provided at least one (1) director from POSC votes in favor of the decision/resolution.

All meeting of the Board may be conducted through teleconference or video conferencing or other similar means that may be developed in the future.

- 5.4 The Corporation shall bear and pay such reasonable travel and accommodation expenses as may be incurred by the directors for the purpose of traveling to and attending Board meetings.

6. Control and Management of the Corporation

6.1 Appointment of Officers

POSC shall have the right to nominate the Chairman, Treasurer and Corporate Secretary of the Corporation while the other Parties shall have the right to nominate the President. The Parties agree to vote in favor of the appointment of the nominees of the Parties for the positions they are entitled to nominate.

6.2 Term and Replacement

The officers appointed shall serve for a term of one (1) year until their successors are duly qualified and appointed, unless they are removed from office. Each officer may serve consecutive terms if nominated again by the Party that originally nominated said officer.

6.3 Advisory Role to the Corporation

Each of the Parties shall make available to the Corporation whatever resources and services may be necessary as mutually agreed for the success of the Business. Each of the Parties shall make available to the Corporation the benefits of its knowledge and experience where relevant in operating the Corporation. These support services may be chargeable to the Corporation so long as they are provided at the request of the Corporation in the ordinary course of business and all charges are on an arms' length bases.

7. Shareholders' Meeting

7.1 Notice of Meetings

The shareholders of the Corporation shall meet at least once a year. Each shareholder shall be entitled to receive fifteen (15) days notice in writing of any meeting of the Corporation. Such notice shall contain a detailed agenda of the business to be transacted at the meeting and a statement of any resolutions to be put at the meeting.

7.2 Quorum

Business shall be transacted at any meeting of the Corporation when a quorum of shareholders is present at the time when the meeting proceeds to do business. Subject to the provisions of this Agreement, a quorum shall consist of shareholders holding at least a majority of the issued and outstanding capital stock of the Corporation. Meetings may

be held through remote communication and other means where all Parties may freely participate in the meeting and their vote properly recorded.

7.3 Voting

The passing of shareholders' resolutions shall require the affirmative vote of the shareholders representing a simple majority of the issued and outstanding capital stock present in the meeting by person, proxy or remote communication, save where a matter is required by Applicable Laws or regulation to be approved by a higher percentage of the issued and outstanding capital stock. In all cases, the affirmative vote of POSC shall be required to approve any and all resolutions and corporate acts requiring shareholder approval/ratification.

8. Restriction on Transfer of Shares

8.1 Restrictions

Without the prior written consent of all other Parties, no Party may:

- (a) transfer or otherwise deal with its shareholdings in the Corporation (the **"Shares"**) or any beneficial interest in the Shares held by it other than as expressly permitted by this Agreement, provided that each Party may transfer its Shares in accordance with Section 8.6 on **"Permitted Transfers"**, but shall remain liable as primary obligor under this Agreement in all respects as if it remained a shareholder;
- (b) dispose of the Shares held by it without the transferee first having entered into an agreement (in a form reasonably satisfactory to the other Parties) whereby that transferee agrees to be bound by, and to observe the provisions of this Agreement.

8.2 Right of First Refusal

The Parties may sell, transfer, pledge, mortgage, encumber and otherwise dispose of its Shares in accordance with the following provisions:

- (a) Any Party may sell all, or a part, of its Shares in the Corporation if it complies with the requirements of this Section 8.2. That Party (the **"Offering Party"**) must first give written notice (the **"Offer Notice"**) to the other Parties (the **"First Option Party"**) stating its desire to make a transfer, the number of shares to be transferred (the **"Offered Shares"**), the identity of the transferee (the **"Third Party Purchaser"**), the cash price (the **"Offer Price"**) at which the Offering Party proposes to sell the Offered Shares and any other terms on which the Offering Party proposes to sell the Offered Shares. In the event the Offering Party is any Party other than POSC, POSC shall be considered as the First Option Party in the order of priority among the other shareholders for the purpose of exercising the rights under this Section 8.2.
- (b) Upon receipt of the Offer Notice, the First Option Party shall have the irrevocable and exclusive option to buy the Offered Shares at the Offer Price. That option is exercisable within thirty (30) days (the **"Option Exercise Period"**) from the date

of receipt of the Offer Notice. If the First Option Party does not exercise its Option, the Offering Party will be free to sell all but not part of the Offered Shares to the Third Party Purchaser at a price (and on other terms) no more favorable to the designated purchaser than those set out in the Offer Notice. That Third Party Purchaser must execute and deliver to the Corporation, as a condition precedent to any acquisition of the Offered Shares, an instrument in form and substance reasonably satisfactory to the Corporation confirming that the Third Party Purchaser agrees to become a Party to this Agreement and takes the Offered Shares acquired by it subject to all the terms and conditions of this Agreement.

8.3 Tag-Along Rights

In the event POSC decides not to exercise its Right of First Refusal as a consequence of which the Offering Party is free to assign and transfer the Offered Shares to the Third Party Purchaser, the following procedure shall apply:

- (a) The Offering Party shall have the obligation to inform the Third Party Purchaser of the Tag-Along Right granted herein.
- (b) POSC shall have the option to require the Offering Party to ensure that the Third Party Purchaser shall likewise offer, and in case such offer is accepted by POSC, to purchase the Shares offered by POSC (the "**Tag-Along Shares**") at the same price per share or consideration and under the same terms and conditions as the Offered Shares (the "**Tag-Along Option**").
- (c) The exercise by POSC of its Tag-Along Option shall be by written notice to the Offering Party (the "**Tag-Along Notice**") no later than thirty (30) days commencing from the receipt of the Notice referred to in Section 8.2(a) above, otherwise the Tag-Along Option will lapse. The Tag-Along Notice shall include the number of Tag-Along Shares to be included in the exercise of the Tag-Along Option.
- (d) In the event that the Third Party Purchaser is unwilling or unable to purchase the Tag-Along Shares, then the Offering Party shall either withdraw its offer to sell all the Offered Shares to the Third Party Purchaser or offer the Offered Shares to another willing third party. The Offering Party shall in no event be liable to the other Parties for the failure of the Third Party Purchaser or any third party to purchase any of the Tag-Along Shares.

8.4 Validity of Transfer

No transfer shall be valid as against the Parties and the Corporation, and the Corporate Secretary shall refuse to record the same in the books of the Corporation, unless the requirement and restrictions under this Section 8 have been complied with.

8.5 Annotation

The restriction on the transfer of shares found in this Section 8 shall be annotated on the back of each stock certificate issued by the Corporation.

8.6 Permitted Transfers

The following are exempt from the restriction on transfer under this Section 8:

- (a) Transfer of a qualifying share from one nominee to another for the purposes of occupying a seat on the Board of Directors; or
- (b) Transfer of Shares to a Subsidiary where the Subsidiary agrees to be bound by the provisions of this Agreement.

9. Representations, Warranties and Covenants

9.1 Each Party represents and warrants to the other Party that as of the date of this Agreement:

- (a) in case of POSC, it has been duly incorporated as a corporation in accordance with the laws of their respective countries, is validly existing under those laws and has power and authority to carry on its business as it is now being conducted;
- (b) it/he has the power and authority to enter into and observe its obligations under this Agreement;
- (c) it/he has in full force and effect any authorization necessary to enter into this Agreement, observe its/his obligations under it and allow it to be enforced;
- (d) its/his obligations under this Agreement are valid and binding and are enforceable against it in accordance with their terms;
- (e) this Agreement and the transactions contemplated by it do not contravene its constituent documents or any law, regulation or official directive or any of its obligations or undertakings by which it/he or any of its assets are bound or cause a limitation on its powers or the powers of its directors to be exceeded; and
- (f) No consent, approval or authorization of or declaration or filing with any governmental authority or other Person or entity on its part is required in connection with the execution or delivery of this Agreement or the consummation of the transactions contemplated hereby, or all of which shall have been obtained and shall be in full force upon the date hereof.

9.2 The Parties agree that the Board of Directors shall be responsible for establishing the overall policy and operating procedures with respect to the business affairs of the Corporation.

9.3 Each Party shall be entitled to receive any information that it may reasonably request concerning the Corporation subject to any confidentiality and/or non-use agreements to which the Corporation is bound. Each such Party shall also have the right, upon reasonable notice, and at all reasonable times during usual business hours, to inspect the properties of the Corporation and to audit, examine and make copies of the books of account and other records thereof. Such right may be exercised through any agent or employee of such Party designated in writing by it or by an independent public accountant, engineer, attorney, or other consultant so designated. The Party making the

request shall bear all costs and expenses incurred in any inspection, examination or audit made on such Party's behalf. The Corporation, including its officers and directors, shall make reasonable efforts to cooperate with the auditing Party and will provide reasonable facilities and assistance to facilitate the audit.

- 9.4 Each Party agrees to furnish the other Parties any material information it shall acquire in respect of the business affairs, operations, assets and financial position of the Corporation that shall come to its knowledge.

10. Resolution of Disputes

10.1 Direct Negotiation

The Parties undertake to negotiate in good faith and to use all reasonable endeavors to resolve all disputes or disagreements ("**Dispute**") among them in connection with this Agreement or any matter relevant to the conduct of the Business of the Corporation. A Party shall initiate the resolution process by giving notice setting out, in writing and in detail, the issues in Dispute to the other Parties. A meeting between the Parties, attended by individuals with decision-making authority, must take place within thirty (30) calendar days from the date the notice was sent in an attempt to resolve the Dispute through direct negotiations.

10.2 Referral to Arbitration

If the Dispute remains unresolved by direct negotiations within thirty (30) calendar days from the date of the initial meeting between the Parties pursuant to Section 10.1 above, any Party may, by notice in writing to the other Parties refer to arbitration pursuant to Section 10.3 below.

10.3 Arbitration

If the Dispute is not resolved by direct negotiation, then the Dispute shall be finally resolved by binding arbitration and either Party may initiate such arbitration by giving notice to the other Parties. The arbitration shall be conducted in accordance with the arbitration rules of the Philippine Dispute Resolution Center, Inc. ("**PDRCI**"), as then in force, except as modified herein:

- (a) The tribunal shall consist of three (3) arbitrators to be appointed by the PDRCI Secretariat. If within five (5) Business Days from receipt of the written notice of a Dispute a Party objects to the appointment of any the arbitrators, the PDRCI Secretariat shall consult with the Parties and appoint a replacement arbitrator no later than ten (10) Business Days from receipt of the notice of a Dispute.
- (b) The language of the arbitration shall be in English.
- (c) The venue of arbitration shall be as designated by the panel of arbitrators, which shall be within Pasig City.
- (d) Any decision, resolution, order or award by the arbitrator shall be final and binding upon the Parties to the arbitration.

- (e) The decision, resolution, order or award shall apportion the costs of arbitration.
- (f) Nothing contained herein shall preclude any Party from seeking provisional, interim or conservatory measures (including injunctive relief) from any court of competent jurisdiction.

10.4 Continue Performance of Obligations

Prior to resolution of the Dispute, the Parties must continue to perform their respective obligations under this Agreement insofar as those obligations are not subject of the Deadlock.

11. Default

11.1 Events of Default

Any Party to this Agreement shall be considered in default in the event (each an “**Event of Default**”):

- (a) an order is made for the winding up or dissolution without winding up (otherwise than for the purposes of reconstruction or amalgamation) and that order remains in effect for a continuous period of thirty (30) days;
- (b) an order is made declaring a Party bankrupt or insolvent;
- (c) a receiver, receiver and manager, judicial manager, liquidator, official manager or like official is appointed over the whole or a substantial part of the undertaking or property of a Party and the appointment remains in effect for a continuous period of thirty (30) days;
- (d) a holder of an encumbrance takes possession of the whole or a substantial part of the undertaking and property of a Party and remains in possession for a continuous period of thirty (30) days;
- (e) a Party commits a material breach of any of its representations, warranties, covenants, undertakings and obligations under this Agreement which remains unremedied for thirty (30) days after notice of the breach has been given by another Party.

11.2 Consequences of Default

Upon the occurrence of an Event of Default, the non-defaulting Party, (the “**Non-Defaulting Party**”) shall have the following rights against the defaulting Party (the “**Defaulting Party**”):

- (a) The Non-Defaulting Party may seek judicial relief against the Defaulting Party for all damages incurred by the Non-Defaulting Party together with all other amounts the Non-Defaulting Party is entitled to under this Agreement, under Applicable Laws, in jurisprudence, or in equity together with all court costs, attorney’s fees, and expenses incurred by the Non-Defaulting Party; notwithstanding the foregoing, no Party shall be liable for consequential damages such as lost revenues

or profits except to the extent that the same are reasonably foreseeable.

- (b) The Non-Defaulting Party may require the Defaulting Party to submit to binding arbitration in accordance with this Agreement.
 - (c) The Non-Defaulting Party may cure the default and expense of such cure shall be charged to the Defaulting Party pro-rata.
 - (d) The Non-Defaulting Party may, if the default is not cured within ninety (90) days after the date of notice of such default or breach, purchase from the Defaulting Party the shares of stock held by the Defaulting Party at fair market value of the shares of stock of the Defaulting Party in the Corporation. Fair market value shall be determined by both Parties through negotiation.
- 11.3 All remedies of the Parties for the occurrence of a default hereunder are cumulative and the exercise of a remedy does not preclude the exercise of the others or the exercise of any remedy available to a party under Applicable Laws, in jurisprudence, or in equity.
- 11.4 Each Party hereby agrees to indemnify and hold the other Parties (and any of their affiliates, successors and assigns) free and harmless from and against any liabilities, obligations, losses, damages, claims, costs, charges and judgments, as well as expenses (including interests, penalties and reasonable attorneys' fees related thereto), which may be sustained, suffered, secured against or incurred by such other Parties (and any of their affiliates, successors and assigns) arising from or by reason of the breach of any of the representations and warranties, covenants or undertakings of said Party in this Agreement.

12. Term and Termination

- 12.1 This Agreement shall become effective on the date hereof, and shall remain in effect unless and until terminated as described below.
- 12.2 Notwithstanding anything to the contrary set forth herein, this Agreement may be terminated and the transactions contemplated herein abandoned at or any time:
- (a) By mutual consent of all the Parties; or
 - (b) Upon the dissolution of the Corporation; or
 - (c) with respect to any Party, upon the time it no longer directly or indirectly holds any Shares.
- 12.3 In the event of termination of this Agreement as to a Party pursuant to Section 12.2 hereof, all obligations of such Party and the other Parties with respect to such Party under this Agreement shall terminate, subject to the liability of a defaulting Party under Section 11.4, if any.

13. Confidentiality

- 13.1 Any and all information regarding the Corporation, and/or the business of each other exchanged among the Parties (the "**Confidential Information**"), may be used solely for

the purpose of establishing and pursuing the Business through the Corporation and may not be disclosed to any person except:

- (a) to executives, employees, legal advisers, auditors and other consultants of the Party or its related companies requiring the information for the purpose of this Agreement or the proper management of the Corporation;
- (b) with the consent of the Party who supplied the information;
- (c) if required by law or any other competent regulatory authority; or
- (d) if strictly and necessarily required in connection with legal proceedings relating to this Agreement or the transactions or events contemplated by it.

13.2 A Party disclosing Confidential Information under Section 13.1 (a) must use all reasonable endeavors to ensure that persons receiving Confidential Information from it do not disclose the information.

13.3 This Section 13 will remain in full force and effect for a period of three (3) years following termination for any reason of this Agreement.

For purposes of this Section 13, Confidential Information shall include, without limitations, software, practices, techniques, trade secrets, technology, processes and know how.

14. Publicity

A Party may not make press releases or other announcements relating to this Agreement and the transactions or events which are the subject of this Agreement without the approval of the other Party unless said announcement or release is required to be made by Applicable Laws or by a stock exchange.

15. Notices

15.1 All notices, requests, or consents provided for or permitted to be given under this Agreement must be in writing and are effective:

- (a) on actual receipt by the addressee if personally delivered (including delivery against a written receipt by an internationally recognized courier) to the address below, or
- (b) on transmission (with written confirmation of receipt, whether from the transmitter's machine or otherwise) to the addressee if transmitted by facsimile or via electronic mail to the number or email address below during normal business hours of the addressee on a Business Day (or if transmitted outside such hours, as of the opening of business of the addressee on the next Business Day):

To: Pacific Online Systems Corporation
28th Floor East Tower Tektite Towers, Exchange Road
Ortigas Center, Pasig City
Attention: Mr. Armin Antonio B. Raquel Santos

President
Email Add.: armin.raquel-santos@premiumleisurecorp.com

To: Anthony C. Manguiat
3/F CDC Millennium Ortigas Building, 11 Ortigas Avenue
Pasig City
Email Add.: acm@hhrph.com

To: Martin Ole Zupetz
2518 Parkway Corporate Center, Parkway Avenue
Filinvest Alabang, Muntinlupa City
Email Add.: ole@hhrph.com

To: Lee Meng Kong
52D Garden Tower 1, East Street corner Arnaiz Ave.
Ayala Center, Brgy. San Lorenzo, Makati City
Email Add.: mengkong.lee@regentconstruct.com

To: Rizalino C. Estanislao, Jr.
3/F CDC Millennium Ortigas Building, 11 Ortigas Avenue, Pasig
City
Email Add.: rcestanislao@santiagolaw.com.ph

- 15.2 In the event that a Party to this Agreement changes its address or other relevant particulars in respect of its facsimile or electronic mail it must, prior to the date of such change notify the other parties in writing. Thereafter, such new address or particulars shall be the address or particulars, as the case may be, of that Party for purposes of this Agreement.

16. No Partnership or Agency

None of the Parties shall, by reason of this Agreement owe nor be deemed to owe the other Parties any duty whether of a partnership or other fiduciary nature, other than those set out herein. Nothing in this Agreement shall be deemed to constitute a relationship of principal and agent among the Parties hereto and no Party shall have any authority to bind the other in any way other than the terms of this Agreement.

17. Force Majeure

No Party shall be liable to the other Party for any breach, non-performance or non-observance of any provision of this Agreement where such breach, non-performance or non-observance is caused by or arises from any event or circumstance (whether arising from natural causes, human agency or otherwise) beyond the control of the Party, including (but without prejudice to the generality of the foregoing) acts of God, strikes, lockouts or other labor disputes, shortage of labor, riot, civil commotion, fire, flood, drought, pandemics, act of any government or authority whether de facto or de jure, or war; provided that the Party will, insofar as it is able, diligently endeavor to remedy such breach, non-performance or non-observance caused by or arising from any such event or circumstance within a reasonable period of time, having regard to the event or circumstance giving rise to the breach, non-performance or non-observance or under which the breach, non-performance or non-observance occurs. Upon the happening of

any such event the affected Party shall give written notice to the other setting out the particulars of the event, its effects and expected duration.

18. Related Transactions with the Corporation

Any goods or services to be provided to the Corporation by any of the parties, including all fees and charges in respect of the provision of such goods or services, shall be charged to the Corporation on an arms length basis.

19. Waiver and Modification

No waiver of any breach of these provisions will be effective unless such waiver is in writing and signed by each party to this Agreement against whom such waiver is claimed. No waiver of any breach shall be deemed to be a waiver of any other or subsequent breach. No alteration or amendment to any such obligation will be effective or enforceable unless made in writing and signed by all Parties to this Agreement.

20. Strict Compliance

In the absence of express provision to the contrary, failure or omission by a party to this Agreement at any time to enforce or require strict or timely compliance with any provision of this Agreement or any related document shall not impair the ability of that Party to exercise the rights and remedies it otherwise has in respect of a breach of any such provision.

21. Miscellaneous

21.1 A provision of or a right created under this Agreement may not be:

- (a) waived except in writing signed by the Party granting the waiver; or
- (b) amended except in writing signed by all the Parties.

21.2 A Party may give its approval or consent, conditionally or unconditionally, or withhold its approval or consent, in its absolute discretion, unless this Agreement expressly provides otherwise.

21.3 Each Party agrees, at its own expense, on the request of another Party, to do everything reasonably necessary to give effect to this Agreement and the transactions and events contemplated by it, including, but not limited to the execution of documents and to use all reasonable endeavors to cause relevant Parties to do likewise.

21.4 If the whole or any part of a provision of the Agreement is void, unenforceable or illegal in a jurisdiction, the remainder of this Agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This Section has no effect if the severance alters the basic nature of this Agreement.

21.5 This Agreement constitutes the entire agreement of the Parties about its subject matter and any previous letters, agreements, understandings and negotiations on that subject matter cease to have any effect.

- 21.6 The Parties shall ensure that there will be no conflict between this Agreement and the Articles of Incorporation and By-laws of the Corporation, and in any event, in case of such conflict, this Agreement shall prevail, provided, however, that the Parties will immediately cause the amendment of the Articles and By-laws as is necessary to eliminate such inconsistency.
- 21.7 A Party may not assign its rights under this Agreement without the consent of the other Parties.
- 21.8 This Agreement shall be governed by Philippine laws.
- 21.9 This Agreement may be executed in counterparts, and by different Parties on separate counterparts each of which shall be deemed an original but all of which shall constitute one and the same instrument.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties or their duly authorized representatives have set their hands this _____ at _____.

ANTHONY C. MANGUIAT

MARTIN OLE ZUPETZ

LEE MENG KONG

RIZALINO C. ESTANISLAO, JR.

PACIFIC ONLINE SYSTEMS CORPORATION

By:

ARMIN ANTONIO B. RAQUEL SANTOS
President

ACKNOWLEDGMENT

Republic of the Philippines)
) S.S.

Before me, a Notary Public for and in the above jurisdiction, on this ____ day of _____, personally appeared the following persons:

Name:	Valid Government-Issued ID	Date/Place Issued

known to me and by me known to be same persons who executed the foregoing instrument and each acknowledged to me that the same is his free and voluntary act and deed, as well as that of the corporation he represents.

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

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 2025.

FORM OF THE RESIGNATION LETTER

**BOARD OF DIRECTORS OF
HHR PHILIPPINES, INC.**

Re: Resignation

Gentlemen:

I hereby tender my irrevocable resignation as [a member of the Board of Directors/ Chairman/ /Treasurer/Corporate Secretary/ of **HHR PHILIPPINES, INC. (“HHRPI”)** effective immediately.

I acknowledge that I have no outstanding or future claim against HHRPI, its stockholders, members, directors, and officers. I release HHRPI from any claim or action I have or may have against HHRPI in connection with loss of office or any other matter concerning HHRPI in relation to my position as [Director/ Chairman/ Treasurer/ Corporate Secretary] of HHRPI.

Sincerely,



SECURITIES AND EXCHANGE COMMISSION

THE SEC HEADQUARTERS 7907 Makati Avenue, Salcedo Village, Bel-Air, Makati City
1209 Trunk Line No: 02-5322-7696 Email Us: www.sec.gov.ph / imessagemo@sec.gov.ph



The following document has been received:

Receiving: JAYSON ALDAY

Receipt Date and Time: May 20, 2024 02:35:44 PM

Company Information

SEC Registration No.: CS201902718

Company Name: HISTORIC HORSE RACING PHILIPPINES, INC.

Industry Classification: R92000

Company Type: Stock Corporation

Document Information

Document ID: OST10520202482609873

Document Type: General Information Sheet

Document Code: GIS

Period Covered: April 22, 2024

Submission Type: Annual Meeting

Remarks: None

Acceptance of this document is subject to review of forms and contents

GENERAL INFORMATION SHEET (GIS)			
FOR THE YEAR 2024			
STOCK CORPORATION			
GENERAL INSTRUCTIONS:			
1. FOR USER CORPORATION: THIS GIS SHOULD BE SUBMITTED WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THE ANNUAL STOCKHOLDERS' MEETING. DO NOT LEAVE ANY ITEM BLANK. WRITE "N.A." IF THE INFORMATION REQUIRED IS NOT APPLICABLE TO THE CORPORATION OR "NONE" IF THE INFORMATION IS NON-EXISTENT. IF THE ANNUAL STOCKHOLDERS' MEETING IS HELD ON A DATE OTHER THAN THAT STATED IN THE BY-LAWS, THE GIS SHALL BE SUBMITTED WITHIN THIRTY (30) CALENDAR DAYS AFTER THE ELECTION OF THE DIRECTORS, TRUSTEES AND OFFICERS OF THE CORPORATION AT THE ANNUAL MEMBERS' MEETING.			
2. IF NO MEETING IS HELD, THE CORPORATION SHALL SUBMIT THE GIS NOT LATER THAN JANUARY 30 OF THE FOLLOWING YEAR. HOWEVER, SHOULD AN ANNUAL STOCKHOLDERS' MEETING BE HELD THEREAFTER, A NEW GIS SHALL BE SUBMITTED/FILED.			
3. THIS GIS SHALL BE ACCOMPLISHED IN ENGLISH AND CERTIFIED AND SWORN TO BY THE CORPORATE SECRETARY OF THE CORPORATION.			
4. THE SEC SHOULD BE TIMELY APPRISED OF RELEVANT CHANGES IN THE SUBMITTED INFORMATION AS THEY ARISE. FOR CHANGES RESULTING FROM ACTIONS THAT AROSE BETWEEN THE ANNUAL MEETINGS, THE CORPORATION SHALL SUBMIT AMENDED GIS CONTAINING THE NEW INFORMATION TOGETHER WITH A COVER LETTER SIGNED THE CORPORATE SECRETARY OF THE CORPORATION. THE AMENDED GIS AND COVER LETTER SHALL BE SUBMITTED WITHIN SEVEN (7) DAYS AFTER SUCH CHANGE OCCURED OR BECAME EFFECTIVE.			
5. SUBMIT FOUR (4) COPIES OF THE GIS TO THE RECEIVING SECTION AT THE SEC MAIN OFFICE, OR TO SEC SATELLITE OFFICES OR EXTENSION OFFICES. ALL COPIES SHALL UNIFORMLY BE ON A4 OR LETTER-SIZED PAPER. THE PAGES OF ALL COPIES SHALL USE ONLY ONE SIDE			
6. ONLY THE GIS ACCOMPLISHED IN ACCORDANCE WITH THESE INSTRUCTIONS SHALL BE CONSIDERED AS HAVING BEEN FILED.			
7. THIS GIS MAY BE USED AS EVIDENCE AGAINST THE CORPORATION AND ITS RESPONSIBLE DIRECTORS/OFFICERS FOR ANY VIOLATION OF EXISTING LAWS, RULES AND REGULATIONS			
===== PLEASE PRINT LEGIBLY =====			
CORPORATE NAME:		DATE REGISTERED:	
HHR PHILIPPINES, INC.		19 February 2021	
BUSINESS/TRADE NAME:		FISCAL YEAR END:	
HHR PHILIPPINES, INC.		December 31	
SEC REGISTRATION NUMBER:		CORPORATE TAX IDENTIFICATION NUMBER (TIN)	
CS201902718		010274895	
DATE OF ANNUAL MEETING PER BY-LAWS:		WEBSITE/URL ADDRESS:	
April 01			
ACTUAL DATE OF ANNUAL MEETING:		E-MAIL ADDRESS:	
22 April 2024			
COMPLETE PRINCIPAL OFFICE ADDRESS:		FAX NUMBER:	
2518 Parkway Corporate Center, Parkway Avenue, Filinvest Alabang, Muntinlupa City		(02) 8631-2755	
COMPLETE BUSINESS ADDRESS:		OFFICIAL E-MAIL ADDRESS	
2518 Parkway Corporate Center, Parkway Avenue, Filinvest Alabang, Muntinlupa City		ALTERNATE E-MAIL ADDRESS	
OFFICIAL E-MAIL ADDRESS		OFFICIAL MOBILE NUMBER	
anthonymanguiat@yahoo.com		0998-5379263	
ALTERNATE E-MAIL ADDRESS		ALTERNATE MOBILE NUMBER	
rcestanislao@santiagolaw.com.ph		0917-7926902	
NAME OF EXTERNAL AUDITOR & ITS SIGNING PARTNER:		SEC ACCREDITATION NUMBER (if applicable):	
Dennis D. Cueto		TELEPHONE NUMBER(S):	
		(02) 8631-2727	
PRIMARY PURPOSE/ACTIVITY/INDUSTRY PRESENTLY ENGAGED IN:		INDUSTRY CLASSIFICATION:	
To operate a gaming in accordance with existing laws. Provided that the corporation shall not solicit, accept or take investments/placements from the public neither shall it issue investment contracts.		GEOGRAPHICAL CODE:	
		N/A	
===== INTERCOMPANY AFFILIATIONS =====			
PARENT COMPANY		SEC REGISTRATION NO.	
		ADDRESS	
SUBSIDIARY/AFFILIATE		SEC REGISTRATION NO.	
		ADDRESS	
NOTE: USE ADDITIONAL SHEET IF NECESSARY			

GENERAL INFORMATION SHEET STOCK CORPORATION	
PLEASE PRINT LEGIBLY	
Corporate Name: HHR PHILIPPINES, INC.	
A. Is the Corporation a covered person under the Anti Money Laundering Act (AMLA), as amended? (Rep. Acts. 9160/9164/10167/10365) <input type="radio"/> Yes <input checked="" type="radio"/> No 	
Please check the appropriate box:	
1. <input type="checkbox"/> a. Banks <input type="checkbox"/> b. Offshore Banking Units <input type="checkbox"/> c. Quasi-Banks <input type="checkbox"/> d. Trust Entities <input type="checkbox"/> e. Non-Stock Savings and Loan Associations <input type="checkbox"/> f. Pawnshops <input type="checkbox"/> g. Foreign Exchange Dealers <input type="checkbox"/> h. Money Changers <input type="checkbox"/> i. Remittance Agents <input type="checkbox"/> j. Electronic Money Issuers <input type="checkbox"/> k. Financial Institutions which Under Special Laws are subject to Bangko Sentral ng Pilipinas' (BSP) supervision and/or regulation, including their subsidiaries and affiliates.	4. <input type="checkbox"/> Jewelry dealers in precious metals, who, as a business, trade in precious metals
2. <input type="checkbox"/> a. Insurance Companies <input type="checkbox"/> b. Insurance Agents <input type="checkbox"/> c. Insurance Brokers <input type="checkbox"/> d. Professional Reinsurers <input type="checkbox"/> e. Reinsurance Brokers <input type="checkbox"/> f. Holding Companies <input type="checkbox"/> g. Holding Company Systems <input type="checkbox"/> h. Pre-need Companies <input type="checkbox"/> i. Mutual Benefit Association <input type="checkbox"/> j. All Other Persons and entities supervised and/or regulated by the Insurance Commission (IC)	5. <input type="checkbox"/> Jewelry dealers in precious stones, who, as a business, trade in precious stone
3. <input type="checkbox"/> a. Securities Dealers <input type="checkbox"/> b. Securities Brokers <input type="checkbox"/> c. Securities Salesman <input type="checkbox"/> d. Investment Houses <input type="checkbox"/> e. Investment Agents and Consultants <input type="checkbox"/> f. Trading Advisors <input type="checkbox"/> g. Other entities managing Securities or rendering similar services <input type="checkbox"/> h. Mutual Funds or Open-end Investment Companies <input type="checkbox"/> i. Close-end Investment Companies <input type="checkbox"/> j. Common Trust Funds or Issuers and other similar entities <input type="checkbox"/> k. Transfer Companies and other similar entities <input type="checkbox"/> l. Other entities administering or otherwise dealing in currency, commodities or financial derivatives based there on <input type="checkbox"/> m. Entities administering or otherwise dealing in valuable objects <input type="checkbox"/> n. Entities administering or otherwise dealing in cash Substitutes and other similar monetary instruments or property supervised and/or regulated by the Securities and Exchange Commission (SEC)	6. Company service providers which, as a business, provide any of the following services to third parties: <input type="checkbox"/> a. acting as a formation agent of juridical persons <input type="checkbox"/> b. acting as (or arranging for another person to act as) a director or corporate secretary of a company, a partner of a partnership, or a similar position in relation to other juridical persons <input type="checkbox"/> c. providing a registered office, business address or accommodation, correspondence or administrative address for a company, a partnership or any other legal person or arrangement <input type="checkbox"/> d. acting as (or arranging for another person to act as) a nominee shareholder for another person
	7. Persons who provide any of the following services: <input type="checkbox"/> a. managing of client money, securities or other assets <input type="checkbox"/> b. management of bank, savings or securities accounts <input type="checkbox"/> c. organization of contributions for the creation, operation or management of companies <input type="checkbox"/> d. creation, operation or management of juridical persons or arrangements, and buying and selling business entities
	8. <input checked="" type="checkbox"/> None of the above <div style="display: flex; border: 1px solid black; padding: 5px;"> <div style="width: 20%; border-right: 1px solid black; padding-right: 5px;">Describe nature of business:</div> <div style="padding-left: 5px;">To operate a gaming in accordance with existing laws. Provided that the corporation shall not solicit, accept or take investments/placements from the public neither shall it issue investment contracts.</div> </div>
B. Has the Corporation complied with the requirements on Customer Due Diligence (CDD) or Know Your Customer (KYC), record-keeping, and submission of reports under the AMLA, as amended, since the last filing of its GIS?	
<input type="radio"/> Yes <input checked="" type="radio"/> No	

GENERAL INFORMATION SHEET
STOCK CORPORATION

PLEASE PRINT LEGIBLY

CORPORATE NAME: HHR PHILIPPINES, INC.							
CAPITAL STRUCTURE							
AUTHORIZED CAPITAL STOCK							
	TYPE OF SHARES *	NUMBER OF SHARES	PAR/STATED VALUE	AMOUNT (PhP) (No. of shares X Par/Stated Value)			
	Common	600,000	100.00	60,000,000.00			
TOTAL		600,000	TOTAL P	60,000,000.00			
SUBSCRIBED CAPITAL							
FILIPINO	NO. OF STOCK-HOLDERS	TYPE OF SHARES *	NUMBER OF SHARES	NUMBER OF SHARES IN THE HANDS OF THE PUBLIC **	PAR/STATED VALUE	AMOUNT (PhP)	% OF OWNERSHIP
	2	Common	90,000		100.00	9,000,000.00	60.00%
TOTAL		90,000	TOTAL	TOTAL P	9,000,000.00 60.00%		
FOREIGN (INDICATE BY NATIONALITY)	NO. OF STOCK-HOLDERS	TYPE OF SHARES *	NUMBER OF SHARES	NUMBER OF SHARES IN THE HANDS OF THE PUBLIC **	PAR/STATED VALUE	AMOUNT (PhP)	% OF OWNERSHIP
American	1	Common	22,500		100.00	2,250,000.00	15.00%
Malaysian	1	Common	37,500		100.00	3,750,000.00	25.00%
Percentage of Foreign Equity :		TOTAL	60,000	TOTAL	TOTAL P	6,000,000.00	
PAID-UP CAPITAL				TOTAL SUBSCRIBED P		15,000,000.00 40.00%	
FILIPINO	NO. OF STOCK-HOLDERS	TYPE OF SHARES *	NUMBER OF SHARES	PAR/STATED VALUE	AMOUNT (PhP)	% OF OWNERSHIP	
	2	Common	90,000	100.00	9,000,000.00	60.00%	
TOTAL		90,000	TOTAL P	9,000,000.00 60.00%			
FOREIGN (INDICATE BY NATIONALITY)	NO. OF STOCK-HOLDERS	TYPE OF SHARES *	NUMBER OF SHARES	PAR/STATED VALUE	AMOUNT (PhP)	% OF OWNERSHIP	
American	1	Common	22,500	100.00	2,250,000.00	15.00%	
Malaysian	1	Common	37,500	100.00	3,750,000.00	25.00%	
40.00 %		TOTAL	60,000	TOTAL P	6,000,000.00		
				TOTAL PAID-UP P	15,000,000.00 100.00%		
NOTE: USE ADDITIONAL SHEET IF NECESSARY							
* Common, Preferred or other classification							
** Other than Directors, Officers, Shareholders owning 10% of outstanding shares.							

GENERAL INFORMATION SHEET

STOCK CORPORATION

PLEASE PRINT LEGIBLY

CORPORATE NAME:

HHR PHILIPPINES, INC.

DIRECTORS / OFFICERS

NAME/CURRENT RESIDENTIAL ADDRESS	NATIONALITY	INC'R	BOARD	GENDER	STOCK HOLDER	OFFICER	EXEC. COMM.	TAX IDENTIFICATION NUMBER
1. ANTHONY C. MANGUIAT [REDACTED]	Filipino	Y	C	M	Y	President	N/A	[REDACTED]
2. MARTIN OLE ZUPETZ [REDACTED]	American	N	M	M	Y	N/A	N/A	[REDACTED]
3. RIZALINO C. ESTANISLAO, JR. [REDACTED]	Filipino	Y	M	M	Y	Treasurer/ Corp. Secretary	N/A	[REDACTED]
4. LEE MENG KONG [REDACTED]	Malaysian	N	M	M	Y	N/A	N/A	[REDACTED]
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								

INSTRUCTION:

FOR SEX COLUMN, PUT "F" FOR FEMALE, "M" FOR MALE.
FOR BOARD COLUMN, PUT "C" FOR CHAIRMAN, "M" FOR MEMBER, "I" FOR INDEPENDENT DIRECTOR.
FOR INC'R COLUMN, PUT "Y" IF AN INCORPORATOR, "N" IF NOT.
FOR STOCKHOLDER COLUMN, PUT "Y" IF A STOCKHOLDER, "N" IF NOT.
FOR OFFICER COLUMN, INDICATE PARTICULAR POSITION IF AN OFFICER, FROM VP UP INCLUDING THE POSITION OF THE TREASURER, SECRETARY, COMPLIANCE OFFICER AND/OR ASSOCIATED PERSON.
FOR EXECUTIVE COMMITTEE, INDICATE "C" IF MEMBER OF THE COMPENSATION COMMITTEE; "A" FOR AUDIT COMMITTEE; "N" FOR NOMINATION AND ELECTION COMMITTEE. ADDITIONALLY WRITE "C" AFTER SLASH IF CHAIRMAN AND "M" IF MEMBER.

GENERAL INFORMATION SHEET
STOCK CORPORATION

===== PLEASE PRINT LEGIBLY =====

CORPORATE NAME: HHR PHILIPPINES, INC.	
TOTAL NUMBER OF STOCKHOLDERS: 4	NO. OF STOCKHOLDERS WITH 100 OR MORE SHARES EACH: 4
TOTAL ASSETS BASED ON LATEST AUDITED FINANCIAL STATEMENTS: P 12,652,896.62	

STOCKHOLDER'S INFORMATION

NAME, NATIONALITY AND CURRENT RESIDENTIAL ADDRESS	SHARES SUBSCRIBED				AMOUNT PAID (PhP)	TAX IDENTIFICATION NUMBER
	TYPE	NUMBER	AMOUNT (PhP)	% OF OWNER SHIP		
1. ANTHONY C. MANGUIAT Filipino [REDACTED]	Common	72,000	7,200,000.00	48.00%	7,200,000.00	[REDACTED]
	TOTAL	72,000	7,200,000.00			
2. MARTIN OLE ZUPETZ American [REDACTED]	Common	22,500	2,250,000.00	15.00%	2,250,000.00	[REDACTED]
	TOTAL	22,500	2,250,000.00			
3. LEE MENG KONG Malaysian [REDACTED]	Common	37,500	3,750,000.00	25.00%	3,750,000.00	[REDACTED]
	TOTAL	37,500	3,750,000.00			
4. RIZALINO C. ESTANISLAO, JR Filipino [REDACTED]	Common	18,000	1,800,000.00	12.00%	1,800,000.00	[REDACTED]
	TOTAL	18,000	1,800,000.00			
5.						
	TOTAL					
6.						
	TOTAL					
7.						
	TOTAL					
TOTAL AMOUNT OF SUBSCRIBED CAPITAL			15,000,000.00	100.00%	15,000,000.00	
TOTAL AMOUNT OF PAID-UP CAPITAL						

INSTRUCTION: SPECIFY THE TOP 20 STOCKHOLDERS AND INDICATE THE REST AS OTHERS

Note: For PDTC Nominee included in the list, please indicate further the beneficial owners owning more than 5% of any class of the company's voting securities. Attach separate sheet, if necessary.

GENERAL INFORMATION SHEET
STOCK CORPORATION

===== PLEASE PRINT LEGIBLY =====						
CORPORATE NAME:		HHR PHILIPPINES, INC.				
TOTAL NUMBER OF STOCKHOLDERS:		4		NO. OF STOCKHOLDERS WITH 100 OR MORE SHARES EACH:		4
TOTAL ASSETS BASED ON LATEST AUDITED FINANCIAL STATEMENTS:		P 12,652,896.62				
STOCKHOLDER'S INFORMATION						
NAME, NATIONALITY AND CURRENT RESIDENTIAL ADDRESS	SHARES SUBSCRIBED				AMOUNT PAID (PhP)	TAX IDENTIFICATION NUMBER
	TYPE	NUMBER	AMOUNT (PhP)	% OF OWNER-SHIP		
8.						
	TOTAL					
9.						
	TOTAL					
10.						
	TOTAL					
11.						
	TOTAL					
12.						
	TOTAL					
13.						
	TOTAL					
14.						
	TOTAL					
TOTAL AMOUNT OF SUBSCRIBED CAPITAL						
TOTAL AMOUNT OF PAID-UP CAPITAL						

INSTRUCTION: SPECIFY THE TOP 20 STOCKHOLDERS AND INDICATE THE REST AS OTHERS

Note: For PDTC Nominee included in the list, please indicate further the beneficial owners owning more than 5% of any class of the company's voting securities. Attach separate sheet, if necessary.

GENERAL INFORMATION SHEET
STOCK CORPORATION

===== PLEASE PRINT LEGIBLY =====						
CORPORATE NAME:		HHR PHILIPPINES, INC.				
TOTAL NUMBER OF STOCKHOLDERS:		4		NO. OF STOCKHOLDERS WITH 100 OR MORE SHARES EACH:		4
TOTAL ASSETS BASED ON LATEST AUDITED FINANCIAL STATEMENTS:		P 12,652,896.62				
STOCKHOLDER'S INFORMATION						
NAME, NATIONALITY AND CURRENT RESIDENTIAL ADDRESS	SHARES SUBSCRIBED				AMOUNT PAID (PhP)	TAX IDENTIFICATION NUMBER
	TYPE	NUMBER	AMOUNT (PhP)	% OF OWNER-SHIP		
15.						
	TOTAL					
16.						
	TOTAL					
17.						
	TOTAL					
18.						
	TOTAL					
19.						
	TOTAL					
20.						
	TOTAL					
21.						
	TOTAL					
TOTAL AMOUNT OF SUBSCRIBED CAPITAL						
TOTAL AMOUNT OF PAID-UP CAPITAL						

INSTRUCTION: SPECIFY THE TOP 20 STOCKHOLDERS AND INDICATE THE REST AS OTHERS

Note: For PDTC Nominee included in the list, please indicate further the beneficial owners owning more than 5% of any class of the company's voting securities. Attach separate sheet, if necessary.

GENERAL INFORMATION SHEET
STOCK CORPORATION

===== PLEASE PRINT LEGIBLY =====			
CORPORATE NAME: HHR PHILIPPINES, INC.			
1. INVESTMENT OF CORPORATE FUNDS IN ANOTHER CORPORATION	AMOUNT (PhP) N/A	DATE OF BOARD RESOLUTION	
1.1 STOCKS			
1.2 BONDS/COMMERCIAL PAPER (Issued by Private Corporations)			
1.3 LOANS/ CREDITS/ ADVANCES			
1.4 GOVERNMENT TREASURY BILLS			
1.5 OTHERS			
2. INVESTMENT OF CORPORATE FUNDS IN ACTIVITIES UNDER ITS SECONDARY PURPOSES (PLEASE SPECIFY:)	DATE OF BOARD RESOLUTION	DATE OF STOCKHOLDERS RATIFICATION	
N/A			
3. TREASURY SHARES	NO. OF SHARES	% AS TO THE TOTAL NO. OF SHARES ISSUED	
	0.00		
4. UNRESTRICTED/UNAPPROPRIATED RETAINED EARNINGS AS OF END OF LAST FISCAL YEAR: 0.00			
5. DIVIDENDS DECLARED DURING THE IMMEDIATELY PRECEDING YEAR: 0.00			
TYPE OF DIVIDEND	AMOUNT (PhP)	DATE DECLARED	
5.1 CASH			
5.2 STOCK			
5.3 PROPERTY			
TOTAL	P		
6. ADDITIONAL SHARES ISSUED DURING THE PERIOD: 0			
DATE	NO. OF SHARES	AMOUNT	
SECONDARY LICENSE/REGISTRATION WITH SEC AND OTHER GOV'T AGENCY: N/A			
NAME OF AGENCY:	SEC	BSP	IC
TYPE OF LICENSE/REGN.			
DATE ISSUED:			
DATE STARTED OPERATIONS:			
TOTAL ANNUAL COMPENSATION OF DIRECTORS DURING THE PRECEDING FISCAL YEAR (in PhP)	TOTAL NO. OF OFFICERS	TOTAL NO. OF RANK & FILE EMPLOYEES	TOTAL MANPOWER COMPLEMENT
0.00	3	6	0

NOTE: USE ADDITIONAL SHEET IF NECESSARY

I, **RIZALINO C. ESTANISLAO, JR**, Corporate Secretary of **HHR PHILIPPINES, INC.**, declare under penalty of perjury that all matters set forth in this GIS have been made in good faith, duly verified by me and to the best of my knowledge and belief are true and correct.

I hereby attest that all the information in this GIS are being submitted in compliance with the rules and regulations of the Securities and Exchange Commission (SEC) the collection, processing, storage and sharing of said information being necessary to carry out the functions of public authority for the performance of the constitutionally and statutorily mandated functions of the SEC as a regulatory agency.

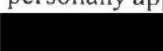
I further attest that I have been authorized by the Board of Directors to file this GIS with the SEC.

I understand that the Commission may place the corporation under delinquent status for failure to submit the reportorial requirements three (3) times, consecutively or intermittently, within a period of five (5) years (Section 177, RA No. 11232).

Done this MAY 20 2024 in QUEZON CITY.


RIZALINO C. ESTANISLAO, JR

(Signature over printed name)

SUBSCRIBED AND SWORN TO before me in QUEZON CITY on MAY 20 2024 by affiant who personally appeared before me and exhibited to me his competent evidence of identity consisting of of TIN  issued by the Bureau of Internal Revenue.

Doc No. : 368
Page No. : 75
Book No. : 1
Series of 2024.


KIRK MIKHAIL ANDREI P. CHAN

Notary Public

Until 31 Dec. 2024 Adm Matter No. NP-338
4th Floor, Ramcar Center, 80 Don A. Roces Avenue
Diliman, Quezon City
PTR No. 1704423/01.09.2024/Pasig City
IBP No. 302892/01.15.2024/Quezon City
MCLE Exempt: Admitted 2022
Roll No. 81874
Tel. No. (+632) 8701-4254

**BENEFICIAL OWNERSHIP DECLARATION
FOR THE YEAR: 2024**

SEC REGISTRATION NUMBER: **CS201902718**
CORPORATE NAME: **HHR PHILIPPINES, INC.**

Instructions:

1. Identify the Beneficial Owner/s of the corporation as described in the Categories of Beneficial Ownership in items A to I below. List down as many as you can identify. You may use an additional sheet if necessary.
2. Fill in the required information on the beneficial owner in the fields provided for.
3. In the "Category of Beneficial Ownership" column, indicate the letter(s) corresponding thereto. In the event that the person identified as beneficial owner falls under several categories, indicate all the letters corresponding to such categories.
4. If the category is under letter "I", indicate the position held (i.e., Director/Trustee, President, Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, etc.).
5. Do not leave any item blank. Write "N/A" if the information required is not applicable or "NONE" if non-existent.

"Beneficial Owner" refers to any natural person(s) who ultimately own(s) or control(s) or exercise(s) ultimate effective control over the corporation. This definition covers the natural person(s) who actually own or control the corporation as distinguished from the legal owners. Such beneficial ownership may be determined on the basis of the following:

Category	Description
A	Natural person(s) owning, directly or indirectly or through a chain of ownership, at least twenty-five percent (25%) of the voting rights, voting shares or capital of the reporting corporation.
B	Natural person(s) who exercise control over the reporting corporation, alone or together with others, through any contract, understanding, relationship, intermediary or tiered entity.
C	Natural person(s) having the ability to elect a majority of the board of directors/trustees, or any similar body, of the corporation.
D	Natural person(s) having the ability to exert a dominant influence over the management or policies of the corporation.
E	Natural person(s) whose directions, instructions, or wishes in conducting the affairs of the corporation are carried out by majority of the members of the board of directors of such corporation who are accustomed or under an obligation to act in accordance with such person's directions, instructions or wishes.
F	Natural person(s) acting as stewards of the properties of corporations, where such properties are under the care or administration of said natural person(s).
G	Natural person(s) who actually own or control the reporting corporation through nominee shareholders or nominee directors acting for or on behalf of such natural persons.
H	Natural person(s) ultimately owning or controlling or exercising ultimate effective control over the corporation through other means not falling under any of the foregoing categories.
I	Natural person(s) exercising control through positions held within a corporation (i.e., responsible for strategic decisions that fundamentally affect the business practices or general direction of the corporation such as the members of the board of directors or trustees or similar body within the corporation; or exercising executive control over the daily or regular affairs of the corporation through a senior management position). This category is only applicable in exceptional cases where no natural person is identifiable who ultimately owns or exerts control over the corporation, the reporting corporation having exhausted all reasonable means of identification and provided there are no grounds for suspicion.

COMPLETE NAME (Surname, Given Name, Middle Name, Name Extension (i.e., Jr., Sr., III)	SPECIFIC RESIDENTIAL ADDRESS	NATIONALITY	DATE OF BIRTH	TAX IDENTIFICATION NO.	% OF OWNERSHIP ¹ / % OF VOTING RIGHTS ²	TYPE OF BENEFICIAL OWNER ³ Direct (D) or Indirect (I)	CATEGORY OF BENEFICIAL OWNERSHIP
Manguiat Anthony C.		Filipino			48.00%	D	A, C & D
Lee Meng Kong		Malaysian			25.00%	D	A, C & D

Note: This page is not for uploading on the SEC iView.

¹ For Stock Corporations.

² For Non-Stock Corporations.

³ For Stock Corporations.



HHR PHILIPPINES, INC.

CAPITAL STRUCTURE

As of December 31, 2024

Authorized Capital Stock

Type of Share	No. of Shares	Par Value (PHP)	Amount (PHP)
COMMON	600,000	100	60,000,000

Subscribed Capital

Nationality	No. of Stockholders	Type of Shares	Number of Shares	Par Value (PHP)	Amount (PHP)	Ownership
Filipino	2	Common	90,000	100.00	9,000,000.00	60%
American	1	Common	22,500	100.00	2,250,000.00	15%
Malaysia	1	Common	37,500	100.00	3,750,000.00	25%
Totals	4		150,000		15,000,000.00	100%

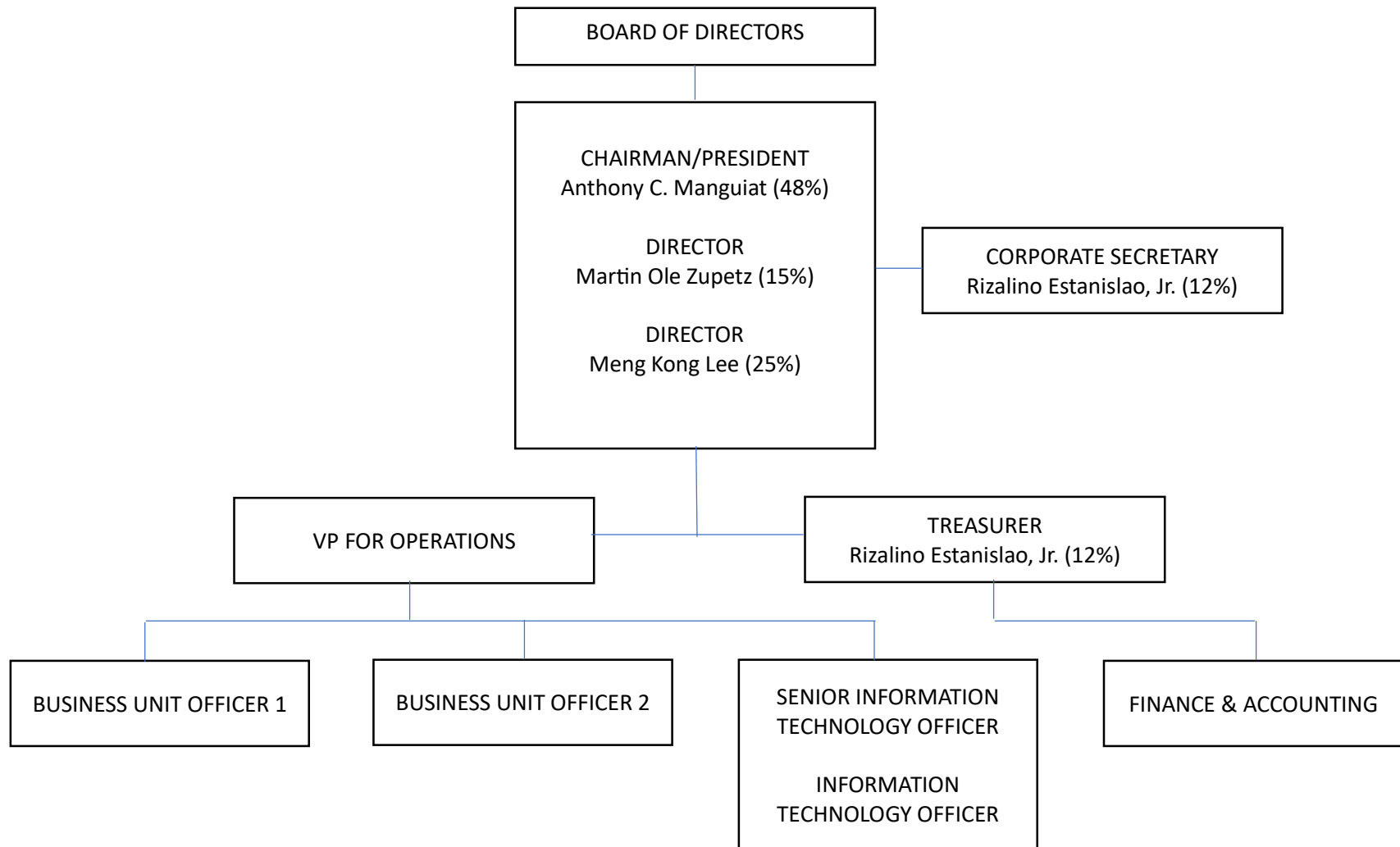
Paid-up Capital

Nationality	No. of Stockholders	Type of Shares	Number of Shares	Par Value (PHP)	Amount (PHP)	Ownership
Filipino	2	Common	90,000	100.00	9,000,000.00	60%
American	1	Common	22,500	100.00	2,250,000.00	15%
Malaysia	1	Common	37,500	100.00	3,750,000.00	25%
Totals	4		150,000		15,000,000.00	100%

Prepared by:

DENNIS CUETO
Accountant

HHR PHILIPPINES, INC.
Organizational Structure Including Percentage Holding
As of December 31, 2024





HHR PHILIPPINES, INC.

**Board of Directors, Principal Officers and Major Shareholders
As of December 31, 2024**

Name	Board	Officer	Ownership
Anthony C. Manguiat	Chairman	President	48%
Martin Ole Zupetz	Director		15%
Rizalino C. Estanislao, Jr.	Director	Treasurer/Corporate Secretary	12%
Meng Kong Lee	Director		25%
Total			100%

Prepared by:

DENNIS CUETO
Accountant



REPUBLIC OF THE PHILIPPINES
SECURITIES AND EXCHANGE COMMISSION
PICC Secretariat Bldg., PICC Complex
Pasay City, Metro Manila

COMPANY REG NO. CS201902718

CERTIFICATE OF INCORPORATION

KNOW ALL PERSONS BY THESE PRESENTS:

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

HISTORIC HORSE RACING PHILIPPINES, INC.

were duly approved by the Commission on this date upon the issuance of this Certificate of Incorporation and By Laws 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 issue, sell or offer for sale to the public, securities such as but not limited to, shares of stock, investment contracts, debt instruments and virtual currencies without a prior Registration Statement approved by the Securities and Exchange Commission; nor 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/lending company, and time shares/club shares/ membership certificate issuers or selling agents thereof; nor to operate a fiat money to virtual currency exchange. Neither does this Certificate constitute a 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. Failure to submit annual Financial Statements and General Information Sheets within two (2) years from date of incorporation shall be construed that the corporation has not been formally organized and has not commenced the transaction of its business, thus be subject of Suspension Order.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of this Commission to be affixed to this Certificate at PICC Secretariat Bldg., PICC Complex Pasay City, Metro Manila, Philippines, this day of 19, February, Twenty Nineteen.



For SEC use only
R92000(PSIC is reserved)

GERARDO F. DE ROSARIO
Director
Company Registration and Monitoring Department



REPUBLIC OF THE PHILIPPINES
SECURITIES AND EXCHANGE COMMISSION

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

COMPANY REG. NO. CS201902718

**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

HHR PHILIPPINES, INC.

(Amending Article II Primary and Secondary Purposes thereof)

copy annexed, adopted on April 11, 2022 by majority vote of the Board of Directors and by the vote of the stockholders owning or representing one hundred percent (100%) of the outstanding capital stock, and certified under oath by the Corporate 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 15 of the Revised Corporation Code of the Philippines, Republic Act No. 11232, which took effect on February 23, 2019, 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/lending company and time shares/club shares/membership certificates issuers or selling agents thereof; nor to operate a fiat money to virtual currency exchange. 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 set my hand and caused the seal of this Commission to be affixed to this Certificate at Pasay City, Metro Manila, Philippines, this 6th day of May, Twenty Twenty Two.


DANIEL P. GABUYO

Assistant Director

SO Order 1188 Series of 2018

COVER SHEET

COMPANY REGISTRATION AND MONITORING DEPARTMENT

Nature of Application

AMENDED AOI

S.E.C. Registration Number

C S 2 0 1 9 0 2 7 1 8

Company Name

H H R P H I L I P P I N E S , I N C.

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

2 5 1 8 P A R K W A Y C O R P O R A T E C E N T E R
P A R K W A Y A V E , F I L I N V E S T
A L A B A N G , M U N T I N L U P A C I T Y

COMPANY INFORMATION

Company's Email Address

anthonymanguiat@yahoo.com

Company's Telephone Number/s

8631-2727

Mobile Number

CONTACT PERSON INFORMATION

Name of Contact Person

RIZALINO C. ESTANILAO, JR

Email Address

secretary@santiagolaw.com.ph

Telephone Number/s

631-2727

Mobile Number

Contact Person's Address

To be accomplished by CRMD Personnel

Assigned Processor: _____

Date

Signature

Document I.D.

Received by Corporate Filing and Records Division (CFRD)

Forwarded to:

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Corporate and Partnership Registration Division

Green Lane Unit

Financial Analysis and Audit Division

Licensing Unit

AMENDED
ARTICLES OF INCORPORATION

OF

HHR PHILIPPINES, INC.

KNOW ALL MEN BY THESE PRESENTS:

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

AND HEREBY CERTIFY:

FIRST: That name of this corporation shall be:
HHR PHILIPPINES, INC.

SECOND: That the primary purpose of this corporation is incorporated:

Primary Purpose: To engage in the sale, lease, distribution, wholesale, trading of software and hardware of Information Technology products in the form of applications, systems, programs, servers, routers, terminals and other electronic devices for hotels, resorts, leisure, gaming, amusement and entertainment establishments businesses and enterprises.

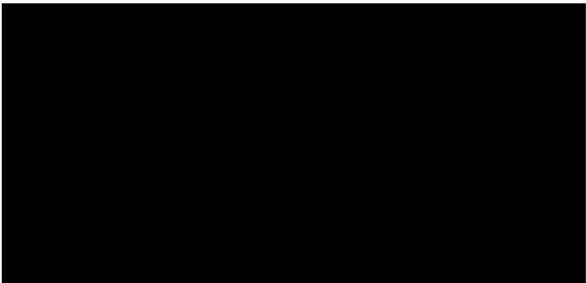
Secondary Purpose: To engage in providing services, design and development of software and hardware of Information Technology products in the form of applications, systems, programs, servers, routers, terminals and other electronic devices for hotels, resorts, leisure, gaming, amusement and entertainment establishments businesses and enterprises.

(As amended at the respective meetings of the Board of Directors and Stockholders on 11 April 2022.)

THIRD: That the principal office of the corporation is located in:
2518 Parkway Corporate Center, Parkway Avenue, Filinvest Alabang, Muntinlupa City, Philippines

FOURTH: That the term for which the Corporation is to exist is 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
RIZALINO ESTANISLAO, Jr	C. Filipino	
ANTHONY MANGUIAT	C. Filipino	

LAWRENCE JOSEPH
L. TANLU

Filipino

MARTIN VERGEL C.
DELA ROSA

Filipino

JOSE CONRADO C.
SABIO

Filipino

SIXTH: That the number of directors of the corporation shall be 5 ; and that the names, nationalities and residences of the first directors of the corporation are as follows:

NAME		NATIONALITY	RESIDENCE
RIZALINO ESTANISLAO, Jr	C.	Filipino	
ANTHONY MANGUIAT	C.	Filipino	
LAWRENCE JOSEPH L. TANLU		Filipino	
MARTIN VERGEL C. DELA ROSA		Filipino	
JOSE CONRADO C. SABIO		Filipino	

SEVENTH: That the authorized capital stock of the Corporation is Sixty Million Pesos (P60,000,000.00) in lawful money of the Philippines, divided into:

a. SIX HUNDRED THOUSAND (600,000) common voting shares with par value of One Hundred Pesos (P100.00) per share:

EIGHTH: That at least twenty five (25%) percent of the authorized capital stock has been subscribed as follows:

<u>NAME</u>	<u>NATIONALITY</u>	<u>SHARE TYPE</u>	<u>NO. OF SHARES</u>	<u>SUBSCRIBED AMOUNT</u>
RIZALINO C. ESTANISLAO, JR	Filipino	Common	75,000	P7,500,000.00
ANTHONY C. MANGUIAT	Filipino	Common	74,997	P7,499,700.00
LAWRENCE JOSEPH L. TANLU	Filipino	Common	1	P100.00
MARTIN VERGEL C. DELA ROSA	Filipino	Common	1	P100.00
JOSE CONRADO C. SABIO	Filipino	Common	1	P100.00
			<u>150,000</u>	<u>P15,000,000.00</u>

NINTH: That the above-named subscribers have paid at least twenty-five (25%) percent of the total subscription as follows:

<u>NAME</u>	<u>NATIONALITY</u>	<u>PAID UP CAPITAL</u>	<u>ADDITIONAL PAID-IN CAPITAL</u>	<u>TOTAL AMOUNT PAID</u>	<u>MODE OF PAYMENT</u>
RIZALINO C. ESTANISLAO, Jr	Filipino	P1,875,000.00	P0.00	P1,875,000.00	Cash
ANTHONY C. MANGUIAT	Filipino	P1,874,925.00	P0.00	P1,874,925.00	Cash
LAWRENCE JOSEPH L. TANLU	Filipino	P25.00	P0.00	P25.00	Cash
MARTIN VERGEL C. DELA ROSA	Filipino	P25.00	P0.00	P25.00	Cash
JOSE CONRADO C. SABIO	Filipino	<u>P25.00</u>	<u>P0.00</u>	<u>P25.00</u>	Cash
		P3,750,000.00	P0.00	P3,750,000.00	

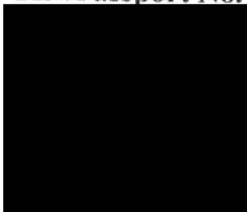
TENTH: That RIZALINO C. ESTANISLAO, Jr has been elected by the subscribers as Treasurer of the Corporation to act as such until his successor is duly elected and qualified in accordance with the by-laws, and that as such Treasurer, he has been authorized to receive for and in the name and for the benefit of the corporation, all subscriptions or donations paid or given by the subscribers.

ELEVENTH: That no transfer of stock or interest which will reduce the 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 the corporation and this restriction shall be indicated in all the stock certificates issued by the corporation.

TWELFTH: 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.

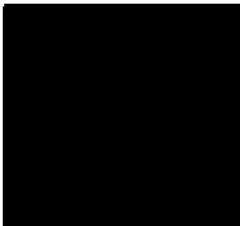
IN WITNESS WHEREOF, we have hereunto signed these Articles of Incorporation, this January 31 2019 in the City/Municipality of Makati City, Republic of the Philippines.

Name	TIN/Passport No.	Signature
RIZALINO C. ESTANISLAO, Jr		SGD
ANTHONY C. MANGUIAT		SGD
LAWRENCE JOSEPH L. TANLU		SGD
MARTIN VERGEL C. DELA ROSA		SGD
JOSE CONRADO C. SABIO		SGD

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES }
PASIG CITY } S.S.

BEFORE ME, a Notary Public For and in Pasig City, Philippines, this January 31, 2019, personally appeared the following persons:

Name	TIN/Passport No.	Date & Place Issued
RIZALINO C. ESTANISLAO, Jr		
ANTHONY C. MANGUIAT		
LAWRENCE JOSEPH L. TANLU		
MARTIN VERGEL C. DELA ROSA		
JOSE CONRADO C. SABIO		

known to me and to me known to be the same persons who executed the foregoing Articles of Incorporation constituting of 5 pages, including thus page where they acknowledgement is written, and they acknowledge to me that the same is their free act and voluntary deed.

WITNESS MY HAND AND SEAL on the day first above-written.

Doc. No. 23;
Page No. 6;
Book No. IV;
Series of 2019.

(ORIGINAL SIGNED)
JOSE LUIS Z/ ALILING
Notary Public for Pasig, San Juan & Pateros City
114 Ortigas Building, Ortigas Avenue, Pasig City
Appointment No. 66 (2018-2019)
Until: 31 December 2019
PTR No. 5208500/01-03-19/Pasig City
IBP No. 058999/01-04-19/RSM
MCLE Compliance No. V-0023684/09-06-16
Roll No. 61551

HHR PHILIPPINES, INC.

DIRECTORS' CERTIFICATE
(to the Amendment of Articles of Incorporation)



KNOW ALL MEN BY THESE PRESENTS:

We, the undersigned, all of legal age, with respective offices at 3/F CDC Millennium Ortigas Building, 11 Ortigas Avenue, Pasig City, Philippines, after having been sworn to in accordance with law, certify that:

1. We comprise a majority of members of the Board of Directors of **HHR PHILIPPINES, INC.**, a corporation duly organized and existing under the laws of the Philippines, with principal office address at 2518 Parkway Corporate Center, Parkway Avenue, Filinvest Alabang, Muntinlupa City, Philippines;

2. At the special meeting of the Board of Directors held on 11 April 2022 at its above-mentioned principal office address, wherein a quorum was present and acting throughout, the Board of Directors passed the following resolutions:

“BE IT RESOLVED, as it is hereby resolved, that the Corporation amend its Articles of Incorporation, particularly, Article SECOND thereof, to amend the purpose to be as follows: ‘Primary Purpose: To engage in the sale, lease, distribution, wholesale, trading of software and hardware of Information Technology products in the form of applications, systems, programs, servers, routers, terminals and other electronic devices for hotels, resorts, leisure, gaming, amusement and entertainment establishments businesses and enterprises.

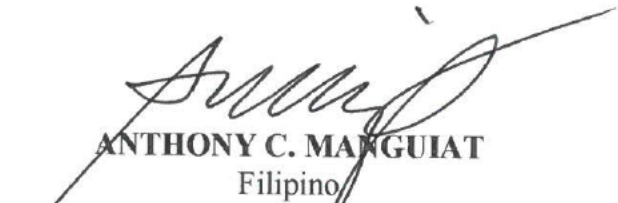
Secondary Purpose: To engage in providing services, design and development of software and hardware of Information Technology products in the form of applications, systems, programs, servers, routers, terminals and other electronic devices for hotels, resorts, leisure, gaming, amusement and entertainment establishments businesses and enterprises.”

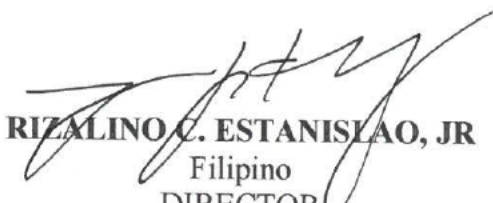
3. At the special meeting of the Stockholders of the Corporation held on 11 April 2022 at 2518 Parkway Corporate Center, Parkway Avenue, Filinvest Alabang, Muntinlupa City, Philippines, the Stockholders representing one hundred percent (100%) of the outstanding capital stock of the Corporation were present in person and/or via proxy, the Stockholders unanimously approved and ratified the above-quoted resolutions; and

4. Attached is a true and correct copy of the Articles of Incorporation of the Corporation, as amended, particularly Articles SECOND.

IN WITNESS WHEREOF, we hereunto signed this Certificate on 25 April 2022 in

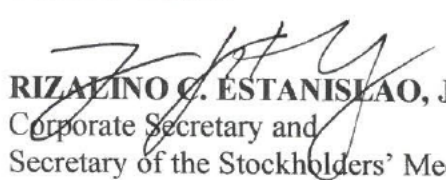
PASIG CITY


ANTHONY C. MANGUIAT
Filipino
DIRECTOR and Chair of the Stockholders'
Meeting
TIN: [REDACTED]


RIZALINO C. ESTANISLAO, JR
Filipino
DIRECTOR
TIN: [REDACTED]


MARTIN OLE ZUPETZ
American
DIRECTOR
TIN: [REDACTED]

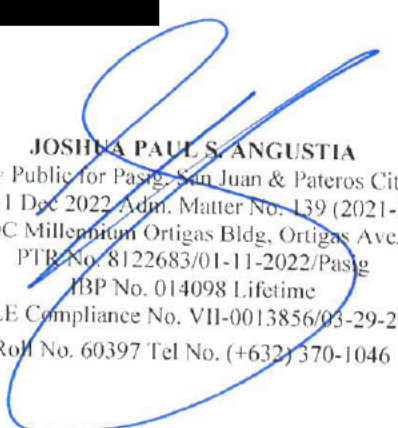
Certified Correct:


RIZALINO C. ESTANISLAO, JR
Corporate Secretary and
Secretary of the Stockholders' Meeting
TIN: [REDACTED]

SUBSCRIBED AND SWORN to before me on 25 April 2022 in Pasig City, the following, who are personally known to me, exhibited to me competent evidence of their respective identities as follows:

Name	TIN	Date/Place Issued
Anthony C. Manguiat	[REDACTED]	
Rizalino C. Estanislao, Jr		
Martin Ole Zupetz		

Doc. No. 314 ;
Page No. 64 ;
Book No. VI ;
Series of 2022.


JOSHUA PAUL S. ANGUSTIA
Notary Public for Pasig, San Juan & Pateros City, Ph
Until 31 Dec 2022 Adm. Matter No. 139 (2021-2022)
3rd Floor CDC Millennium Ortigas Bldg, Ortigas Ave, Pasig City
PTR No. 8122683/01-11-2022/Pasig
IBP No. 014098 Lifetime
MCLE Compliance No. VII-0013856/03-29-2022
Roll No. 60397 Tel No. (+632) 370-1046

REPUBLIC OF THE PHILIPPINES }
PASIG CITY } S.S.

SECRETARY'S CERTIFICATE


I, **Rizalino C. Estanislao, Jr**, Filipino, of legal age, with office address at 3F CDC Millennium Ortigas Building, 11 Ortigas Avenue, Pasig City, after having been duly sworn in accordance with law, hereby depose and state that:

1. I am the duly elected, qualified and acting Corporate Secretary of **HHR PHILIPPINES, INC.**, a corporation duly organized and existing under the laws of the Philippines, with principal office address at 2518 Parkway Corporate Center, Parkway Avenue, Filinvest Alabang, Muntinlupa City and as such, I have custody and possession of the corporate books and other records of the Corporation, including the minutes of the meetings of the Stockholders and the Board of Directors of the Corporation.

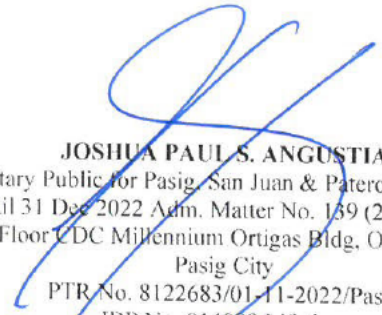
2. To the best of my knowledge, the Board of Directors, individual directors and/or major corporate officers of the Corporation, in their capacity as such, do not have and have not filed any action or proceeding before any Court involving (i) an intra-corporate dispute, and (ii) their election and/or appointment as its directors or officers.

IN WITNESS WHEREOF, I hereunto set my hand on APR 25 2022 in PASIG CITY.


RIZALINO C. ESTANISLAO, JR

SUBSCRIBED AND SWORN to before me on APR 25 2022 in PASIG CITY, Rizalino C. Estanislao, Jr, personally known to me and exhibiting to me competent evidence of his identity consisting of his Membership Card from the Integrated Bar of the Philippines, bearing his photograph, signature and Attorney's Roll No. .

Doc. No. 315 ;
Page No. 64 ;
Book No. XI ;
Series of 2022.


JOSHUA PAUL S. ANGUSTIA
Notary Public for Pasig, San Juan & Pateros City, Ph
Until 31 Dec 2022 Adm. Matter No. 189 (2021-2022)
3rd Floor CDC Millennium Ortigas Bldg, Ortigas Ave.
Pasig City
PTR No. 8122683/01-11-2022/Pasig
IBP No. 014098 Lifetime
MCLE Compliance No. VII-0013856/03-29-2022
Roll No. 60397 Tel No. (+632) 370-1046



Republic of the Philippines
Department of Finance
Securities and Exchange Commission

Company Registration and Monitoring Department
Compliance Monitoring Division

MONITORING SHEET

Corporate Name	HISTORIC HORSE RACING PHILIPPINES, INC.		
Registration No.	CS201902718	Date of Registration	February 19, 2019
Term of Existence	50 years	Annual Meeting	April 01
Principal Office	703 Common Goal Tower, Madrigal Business Park Finance St., Alabang, Muntinlupa City 1780	Actual Meeting	November 19, 2021
No. of Directors/Trustees	Five (5)	Fiscal Year	December 31

December 31

<input type="checkbox"/> STOCK CORPORATION		<input type="checkbox"/> NON-STOCK CORPORATION	
Authorized Capital Stock	P 60,000,000.00		
Paid-Up Capital Stock	P 15,000,000.00	Equity/Fund Balance	P
Retained Earnings	P	Negative Fund Balance	P
Deficit	P 350,285.42		
Capital Deficiency	P		
Fiscal Year ended	December 31, 2020	Fiscal Year ended	
Fine: P 500.00 per year, per report		Fine: P per year, per report	

COMPUTATION OF FINES					
YEAR	General Information Sheet		Financial Statements		FINE
2019	NYR		NF	500.00	500.00
2020	NF	500.00	FL	500.00	1,000.00
2021	OT				
Additional charges (%, violation)					
Stock and Transfer Book / Membership Book 2.19.2019 (OT)					
Memorandum Circular No. 28 Series of 2020 1.17.2022 (FL) SUBJECT TO THE IMPOSITION OF FINES TO BE DETERMINED ON A LATER DATE					
Violation of Section of the Corporation Code of the Philippines					
Other Violation:					
TOTAL					1,500.00

OT - On Time	Assessed By: EMCASTRO/CMD	DATE:	OR NO.
NF - Not Filed		01.14.2022	
FL/RL -Filed/Registered Late		02.14.2022	
		03.10.2022	DATE OF PAYMENT

▲ PLEASE RETURN TO CMD AFTER PAYMENT.

☒ Cleared CIS-URDB as of March 10, 2022.

The finding/assessment is based on the documents/reports available in the SEC database and the documents presented by the party to the monitor as of: _____

Authorized Representative
Signature Over Printed Name

Confirmation of Payment of Fines:

ATTY. KENNETH JOY A QUIMIO
Assistant Director
_____, 2021

Note:

This assessment does not constitute as waiver of any fine or penalty for deficiencies in reportorial requirements due from, or may hereafter be assessed against, the corporation nor does it preclude the institution of any action against the corporation for violation of any of the provisions of the Corporation Code of the Philippines, the Securities Regulation Code, and its implementing rules and regulations, and other pertinent laws, rules and regulations implemented by the Commission.

Please pay at the SEC Bldg., Ortigas, EDSA or PICC

After payment, scan and email us the ff:

1. Monitoring Sheet
2. PAF
3. Proof of payment

Action on your request shall be held in abeyance until your compliance.

*PLEASE NOTE THAT THIS MONITORING IS A WORK FROM HOME; HENCE WE ARE USING DATA/INFORMATION IN EXTENT OF ALL THE RESOURCES THAT IS AVAILABLE FOR THIS SET UP.

*This Monitoring Sheet is good for updating until the first working day of January of the following year or until the next annual reports are submitted which is not covered by the assessment. Further SEC is not estopped from assessing the corporation additional penalties, fees and charges should it turn out that the previous assessment is erroneous."



Machine Validation:



Republic of the Philippines

DEPARTMENT OF FINANCE
SECURITIES AND EXCHANGE COMMISSION
Secretariat Building, PICC Complex
Roxas Boulevard, Pasay City, 1307

**PAYMENT ASSESSMENT FORM**

No. 20220310-4977133

DATE 03/10/2022	RESPONSIBILITY CENTER CRMD
PAYOR: HISTORIC HORSE RACING PHILIPPINES, INC. MUNTINLUPA CITY	

NATURE OF COLLECTION	QUANTITY	ACCOUNT CODE	AMOUNT
Penalties/Fines		4020114000 (609)	1,500.00
----NOTHING FOLLOWS----			
TOTAL AMOUNT TO BE PAID			Php 1,500.00
Assessed by: emcastro		Amount in words: ONE THOUSAND FIVE HUNDRED PESOS AND 00/100	
Remarks: EMC			

Payment Options

- Online payment thru SEC Payment Portal
 - <https://espaysec.sec.gov.ph>
- Over the Counter Payments
 - SEC Cashier Office
 - Selected Landbank Branches

SEC BIR Accounts - DST

SEC Clearing Account	SEC Office
3752-1002-75	Head Office / NCR
3402-2319-20	Tarlac
3402-2319-38	Baguio
3402-2319-46	Legaspi
3402-2319-54	Iloilo / Bacolod
3402-2319-62	Cebu
3402-2319-70	Zamboanga
3402-2319-89	Cagayan De Oro
3402-2319-97	Davao

SEC BTR Accounts - LRF

SEC Clearing Account	SEC Office
3402-2319-20	Head Office / Tarlac
3402-2319-38	Baguio
3402-2319-46	Legaspi
3402-2319-54	Iloilo / Bacolod
3402-2319-62	Cebu
3402-2319-70	Zamboanga
3402-2319-89	Cagayan De Oro
3402-2319-97	Davao

Breakdown Summary

FUND ACCOUNT	AMOUNT	ACCOUNT #
SEC RCC Current Account	1,500.00	3752-1001-43
TOTAL	Php 1,500.00	

Notes:

- This form is valid for forty-five (45) calendar days from the date of Payment Assessment Form (PAF)
- Accepted modes of payment at SEC Main Office, Pasay City:
 - Cash
 - Manager's/Cashier's Check
 - Postal Money Order
- Accepted modes of payment at selected Landbank branches:
 - Cash
 - Manager's/Cashier's Check payable to the Securities and Exchange Commission
- For check payment, please prepare separate checks per fund account as indicated on the breakdown summary. All checks must be payable to Securities and Exchange Commission
- For over the counter payment at LandBank, preparation of oncoll payment or deposit slip shall be per fund account as indicated on the breakdown summary.
 - If fund code is BTR, use an oncoll payment slip.
 - If fund code is BIR, REIT, SRC or RCC, use a regular deposit slip.
- Send through email the copy of the machine-validated oncoll payment slip / deposit slip to the issuer of this PAF to confirm that payment has been made.
- For National Capital Region, payments are only allowed through the following Landbank Branches: EDSA Greenhills, EDSA Congressional, Araneta EO, YMCA, DOTC, Ortigas EO, Muntinlupa, and North Avenue

G. ANY ALTERATIONS WILL INVALIDATE THIS FORM

CASH DEPOSIT SLIP

CASH DEPOSIT SLIP

CLASS B
LANDBANKFor transactions amounting to more than
P500,000.00, please indicate source of fund.

ACCOUNT NAME

SEC RCC

DATE

3-10-22

ACCOUNT NUMBER

3752100143

BRANCH OF ACCOUNT
(for interbranch deposit)Check one (1) applicable box below. Please use separate deposit slip for
each type of currency.☐ PESO☐ JPY☐ Others: _____☐ EURO☐ US \$

SEC RCC

DEPOSITOR / REPRESENTATIVE
(Signature over printed name)TOTAL DEPOSIT
(in words)

ONE THOUSAND FIVE

HUNDRED PESOS

(in figures) P 1,500

Please accomplish details of deposit at the bank.

CONTACT NUMBER:

86712727

Teller's Validation

T4 2084 10MAR2022 15:12:32 3752-1001-43 SECURITIES A
0700 CCASH P1,500.00

THIS DEPOSIT IS SUBJECT TO THE TERMS AND CONDITIONS COVERING THIS ACCOUNT

REVISED FACTORY 2018



REPUBLIC OF THE PHILIPPINES
SECURITIES AND EXCHANGE COMMISSION

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

COMPANY REG. NO. CS201902718

CERTIFICATE OF FILING OF AMENDED BY-LAWS

KNOW ALL PERSONS BY THESE PRESENTS:

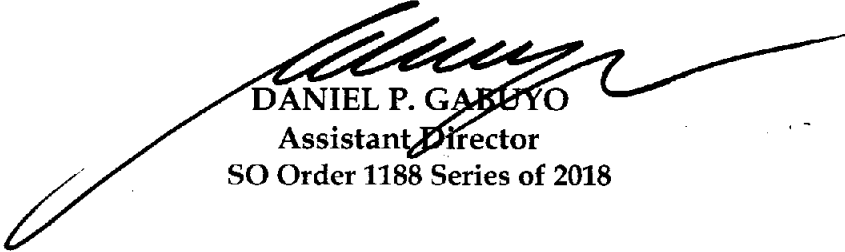
THIS IS TO CERTIFY that the Amended By-Laws of

HHR PHILIPPINES, INC.

(Formerly: HISTORIC HORSE RACING PHILIPPINES, INC.)

copy annexed, adopted on December 16, 2021 by 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 Corporate Secretary and majority of the said Board was approved by the Commission on this date pursuant to the provisions of Section 47 of the Revised Corporation Code of the Philippines, Republic Act No. 11232, which took effect on February 23, 2019, and copies thereof are filed with the Commission.

IN WITNESS WHEREOF, I have set my hand and caused the seal of this Commission to be affixed to this Certificate at Pasay City, Metro Manila, Philippines, this 23rd day of March, Twenty Twenty Two.


DANIEL P. GABUYO
Assistant Director
SO Order 1188 Series of 2018

SJ/qba

BY-LAWS

OF

HHR PHILIPPINES, INC.

(Formerly Historic Horse Racing Philippines, Inc.)

(As amended at the respective meetings of the Board of Directors and Stockholders on 16 December 2021.)

I. THE TIME, PLACE AND MANNER OF CALLING AND CONDUCTING REGULAR OR SPECIAL MEETINGS OF THE DIRECTORS.

- a) Regular meetings of the board of directors of the corporation shall be held monthly.
- b) Special meetings of the board of directors may be held at any time upon the call of the president.
- c) Meetings of directors may be held anywhere in or outside of the Philippines, unless the by-laws provide otherwise. Notice of regular or special meetings stating the date, time and place of the meeting must be sent to every director or trustee at least one (1) day prior to the scheduled meeting, unless otherwise provided by the by-laws. A director may waive this requirement either expressly or impliedly.

II. THE TIME AND MANNER OF CALLING AND CONDUCTING REGULAR OR SPECIAL MEETINGS OF THE STOCKHOLDERS.

- a) Regular or annual meetings of stockholders shall be held annually on April 1.
- b) Written notice of regular meetings shall be sent to all stockholders of record at least two (2) weeks prior to the meeting.
- c) Special meetings of stockholders shall be held at any time deemed necessary.
- d) Written notice of special meetings shall be sent to all stockholders at least one week prior to the meeting.
- e) Stockholders' meetings, whether regular or special, shall be held in the city or municipality where the principal office of the corporation is located, and if practicable in the principal office of the corporation. Metro Manila shall, for the purpose of this provision, be considered city or municipality.

III. THE REQUIRED QUORUM IN MEETINGS OF STOCKHOLDERS

- a) The required quorum in meetings of stockholders shall consist of the stockholder/s representing a majority of the outstanding capital stock.

IV. THE FORM FOR PROXIES OF STOCKHOLDERS AND THE MANNER OF VOTING THEM

- a) 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 the corporate secretary. Unless otherwise provided in the proxy, it shall be valid only for the

meeting for which it is intended. No proxy shall be valid and effective for a period longer than five (5) years at any one time.

V. THE QUALIFICATIONS, DUTIES, TERM AND COMPENSATION OF DIRECTORS

a) No person convicted by final judgment of an offense punishable by imprisonment for a period exceeding six (6) years, or a violation of this Code, committed within five (5) years prior to the date of his election shall qualify as a director. Every director must own at least one (1) share of the capital stock of the corporation, which share shall stand in his name on the books of the corporation. Any director who ceases to be the owner of at least one (1) share of the capital stock of the corporation shall thereby cease to be a director. A majority of the directors must be residents of the Philippines.

b) The corporate powers of the corporation shall be exercised, all business conducted and all property of the corporation be controlled and held by the board of directors to be elected from among the holders of stocks, who shall hold office for one (1) year until their successors are elected and qualified.

c) The directors shall not receive any compensation, as such directors, except for a reasonable per diems. Any compensation may be granted to directors by the vote of the stockholders representing at least a majority of the outstanding capital stock at a regular or special stockholders' meeting. In no case shall the total yearly compensation of directors, as such directors, exceed ten (10%) percent of the net income before income tax of the corporation during the preceding year.

VI. THE MANNER OF ELECTION OR APPOINTMENT, QUALIFICATION AND THE TERM OF OFFICE OF ALL OFFICERS OTHER THAN DIRECTORS

a) Immediately after their election, the directors of a corporation must formally organize by the election of a PRESIDENT, who shall be a director, a TREASURER who may or may not be a director, a SECRETARY who shall be a resident and citizen of the Philippines, and such other officers as may be provided in the by-laws. Two (2) or more positions may be held concurrently by the same officer, however, no one shall act as PRESIDENT and SECRETARY or as PRESIDENT and TREASURER at the same time. The officers of the corporation shall hold office for one (1) year and until the successors are elected and qualified. The officers of the corporation shall perform functions as required by existing laws, rules and regulations.

VII. FISCAL YEAR

a) The fiscal year of the corporation shall begin on January 1 and shall end December 31 of each year.






VIII. SEAL

a) The corporate seal shall be determined by the Board of Directors.

IX. MISCELLANEOUS PROVISIONS:

a) Matters not covered by the provisions of these by-laws shall be governed by the provisions of the Corporation Code of the Philippines.

IN WITNESS WHEREOF, we, the undersigned incorporators and/or stockholders present at said meeting and voting thereat in favor of the adoption of said by-laws, have hereunto subscribed our names this January 31, 2019 at Pasig City.

Name	TIN/Passport No.	Signature
RIZALINO C. ESTANISLAO, Jr		SGD
ANTHONY C. MANGUIAT		SGD
LAWRENCE JOSEPH L. TANLU		SGD
MARTIN VERGEL C. DELA ROSA		SGD
JOSE CONRADO C. SABIO		SGD

**STATEMENT OF MANAGEMENT'S RESPONSIBILITY
FOR ANNUAL INCOME TAX RETURN**

The Management of HHR PHILIPPINES INC. is responsible for all information and representations contained in the Annual Income Tax Return for the year ended December 31, 2023. Management is likewise responsible for all information and representations contained in the financial statements accompanying the Annual Income Tax Return or Annual Information Return covering the same reporting period. Furthermore, the Management is responsible for all information and representations contained in all the other tax returns filed for the reporting period, including, but not limited, to the value added tax and/or percentage tax returns, withholding tax returns, documentary stamp tax returns, and any and all other tax returns.

In this regard, the Management affirms that the attached audited financial statements for the year ended December 31, 2023 and the accompanying Annual Income Tax Return are in accordance with the books and records of HHR PHILIPPINES INC. complete and correct in all material respects. Management likewise affirms that:

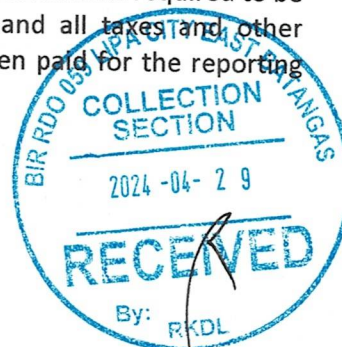
- (a) the Annual Income Tax Return has been prepared in accordance with the provisions of the National Internal Revenue Code, as amended, and pertinent tax regulations and other issuances of the Department of Finance and the Bureau of Internal Revenue;
- (b) any disparity of figures in the submitted reports arising from the preparation of financial statements pursuant to financial accounting standards and the preparation of the income tax return pursuant to tax accounting rules has been reported as reconciling items and maintained in the company's books and records in accordance with the requirements of Revenue Regulations No. 8-2007 and other relevant issuances;
- (c) the Company has filed all applicable tax returns, reports and statements required to be filed under Philippine tax laws for the reporting period, and all taxes and other impositions shown thereon to be due and payable have been paid for the reporting period, except those contested in good faith.



ANTHONY C. MANGUIAT
President



RIZALINO C. ESTANISLAO, JR.
Treasurer



**STATEMENT OF MANAGEMENT'S RESPONSIBILITY
FOR FINANCIAL STATEMENTS**

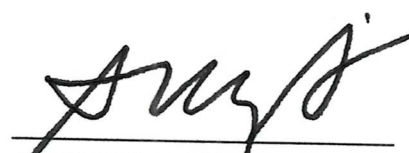
The management of HHR PHILIPPINES INC. is responsible for the preparation and fair presentation of the financial statements including schedules attached therein, for the year ended December 31, 2023 in accordance with the prescribed financial reporting framework indicated therein, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable matters related to going concern and using the going concern basis of accounting unless management either intends to liquidated the Company or to cease operations, or has no realistic alternative but to do so.

The Board of Directors is responsible for overseeing the Company's financial reporting process.

The Board of Directors reviews and approves the financial statements including the schedules attached therein, and submits the same to the stockholders or members.

Dennis D. Cueto, the independent auditor, appointed by the stockholders has audited the financial statements of the company in accordance with Philippine Standards on Auditing, and in its report to the stockholders or members, has expressed its opinion on the fairness of presentation upon completion of such audit.



ANTHONY C. MANGUIAT
President



RIZALINO C. ESTANISLAO, JR.
Treasurer



INDEPENDENT AUDITOR'S REPORT

To HHR PHILIPPINES INC.

Report on the Audit of the Financial Statements

Opinion

We have audited the financial statements of HHR PHILIPPINES INC., which comprise the statement of financial position as at December 31, 2023, and the statement of comprehensive income, statement of changes in equity and statement of cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as at December 31, 2023, and its financial performance and its cash flows for the year then ended in accordance with Philippine Financial Reporting Standards for SMEs (PFRS for SMEs).

Basis for Opinion

We conducted our audit in accordance with Philippine Standards on Auditing (PSA). Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Statements* section of our report. We are independent of the Company in accordance with the Code of Ethics for CPAs in the Philippines, together with the ethical requirements that are relevant to our audit of the financial statements, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the Code of Ethics. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Key Audit Matters

Key audit matters are those matters that, in our professional judgment, were of most significance in our audit of the financial statements of the current period. These matters were addressed in the context of our audit of the financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters. The auditor has determined that there are no such matters to report.

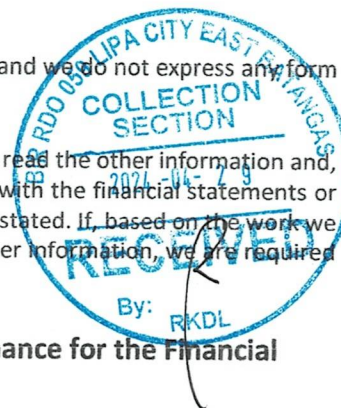
Other Information

Management is responsible for the other information. The other information comprises the information included in the management report and chairman's statement, but does not include the financial statements and our auditor's report thereon.

Our opinion on the financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit, or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of Management and Those Charged with Governance for the Financial Statements



Management is responsible for the preparation and fair presentation of the financial statements in accordance with PFRS for SMEs, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Company or to cease operations, or has no realistic alternative but to do so.

Those charged with governance are responsible for overseeing the company's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

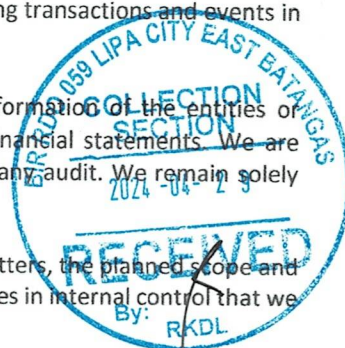
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with PSA will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with PSA, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Company to express an opinion on the financial statements. We are responsible for the direction, supervision and performance of the Company audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide those charged with governance with a statement that we have complied with relevant ethical



requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with those charged with governance, we determine those matters that were of most significance in the audit of the financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

Report on Other Legal and Regulatory Requirements

My audit was conducted for the purpose of forming an opinion on the basic financial statements taken as a whole. The supplementary information on taxes and licenses in the notes to the financial statements is presented for the purpose of filing with the Bureau of Internal Revenue and is not a required part of the basic financial statements. Such information is the responsibility of management and has been subjected to the auditing procedures applied in my audit of the basic financial statements. In my opinion, the information is fairly stated in all material respects in relation to the basic financial statements taken as a whole.



DENNIS D. CUETO

CPA Certificate No. 0105923

BOA Accreditation No. 5583, Valid Until Dec. 6, 2025

BIR AN 09-006148-001-2023, Valid Until Feb. 20, 2026

TIN 924-564-521

PTR No. 6455094, issued on Jan. 2, 2024, Cpa City



**REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANT
TO ACCOMPANY INCOME TAX RETURN**

**The Board of Directors
HHR PHILIPPINES INC.**

I have audited the financial statements of **HHR PHILIPPINES INC.** for the year ended December 31, 2023.

In compliance with Revenue Regulations V-20, I am stating the following:

1. The taxes paid and accrued by the above company for the year ended December 31, 2023, are shown in the Schedule of Taxes and Licenses.
2. I am not related by consanguinity or affinity to the president, manager, or principal stockholders of the Company.



DENNIS D. CUETO

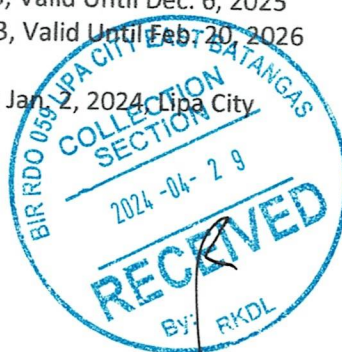
CPA Certificate No. 0105923

BOA Accreditation No. 5583, Valid Until Dec. 6, 2025

BIR AN 09-006148-001-2023, Valid Until Feb 20, 2026

TIN 924-564-521

PTR No. 6455094, issued on Jan 2, 2024, Lipa City




SUPPLEMENTAL WRITTEN STATEMENT OF AUDITOR

The Stockholders and Board of Directors
HHR PHILIPPINES INC.

I have examined the financial statements of **HHR PHILIPPINES INC..** for the year ended December 31, 2023.

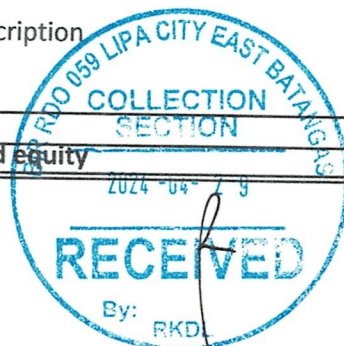
In compliance with SRC Rule 68, I am stating that the said company has a total number of Four (4) stockholders owning one hundred (100) or more shares each.


DENNIS D. CUETO
CPA Certificate No. 0105923
BOA Accreditation No. 5583, Valid Until Dec. 6, 2025
BIR AN 09-006148-001-2023, Valid Until Feb. 20, 2026
TIN 924-564-521
PTR No. 6455094, issued on Jan. 2, 2024, Lilo City



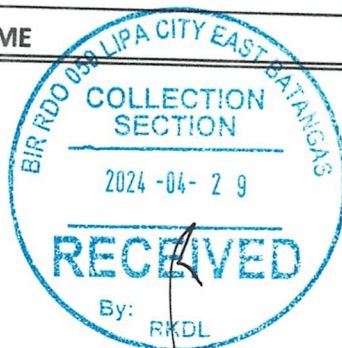
HHR PHILIPPINES, INC.
STATEMENT OF FINANCIAL POSITION
December 31, 2023 and 2022

	Note	2023	2022
<u>ASSETS</u>			
Current assets			
Cash and cash equivalents	4	827,024.90	3,043,540.57
Trade and other receivables		2,218,852.54	-
Inventories		-	-
Other current assets		-	-
Total current assets		3,045,877.44	3,043,540.57
Non-current assets			
Property and Equipment		5,057,019.18	5,057,019.18
Investments		4,500,000.00	4,500,000.00
Investment properties		-	-
Intangible assets		-	-
Biological assets		-	-
Deferred income tax asset		-	-
Other Noncurrent Assets		50,000.00	50,000.00
Total non-current assets		9,607,019.18	9,607,019.18
Total assets		12,652,896.62	12,650,559.75
<u>LIABILITIES AND EQUITY</u>			
Current Liabilities			
Trade and other payables	5	-	-
Provisions		-	-
Borrowings		-	-
Income tax liability		-	-
Total current liabilities		-	-
Non-current liabilities			
Borrowings		-	-
Other non-current liabilities		-	-
Total non-current liabilities		-	-
Equity attributable to the owners of the Company			
Ordinary shares	6	15,000,000.00	15,000,000.00
Preferred shares		-	-
Deposit for future subscription		-	-
Other reserves		-	-
Retained earnings		(2,347,103.38)	(2,349,440.25)
Total Equity		12,652,896.62	12,650,559.75
Total Liabilities and equity		12,652,896.62	12,650,559.75



HHR PHILIPPINES, INC.
STATEMENTS OF COMPREHENSIVE INCOME
For the Years Ended December 31, 2023 and 2022

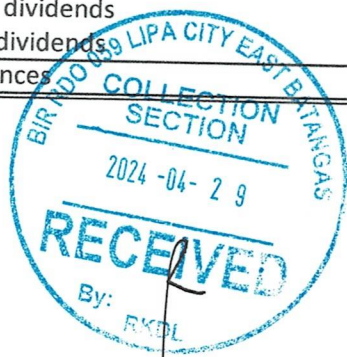
	Note	2023	2022
REVENUES		2,349,771.93	12,439.56
COST OF SALES	7	192,458.64	238,192.94
GROSS PROFIT		2,157,313.29	(225,753.38)
EXPENSES	8	2,154,976.42	1,773,401.45
NET INCOME BEFORE INCOME TAX		2,336.87	(1,999,154.83)
INCOME TAX		-	-
NET INCOME		2,336.87	(1,999,154.83)
OTHER INCOME		-	-
NET COMPREHENSIVE INCOME		2,336.87	(1,999,154.83)



HHR PHILIPPINES, INC.
STATEMENT OF CHANGES IN EQUITY
For the Years Ended December 31, 2023 and 2022

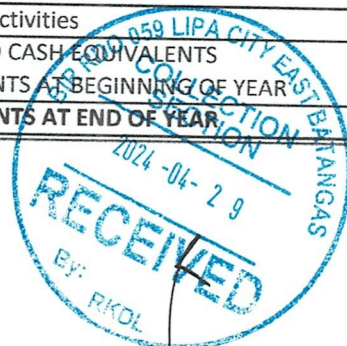
2023	Share capital (Note 6)	Preferred shares	Retained earnings	Total equity
Beginning Balances				
As previously reported	15,000,000.00	-	(2,349,440.25)	12,650,559.75
Effect of changes in accounting pc	-	-	-	-
As restated	15,000,000.00	-	(2,349,440.25)	12,650,559.75
Changes in equity:				
Net income (loss) for the year	-		2,336.87	2,336.87
Additional Capital	-	-	-	-
Stock dividends	-		-	-
Cash dividends	-		-	-
End Balances	15,000,000.00	-	(2,347,103.38)	12,652,896.62

2022	Share capital	Preferred shares	Retained earnings	Total equity
Beginning Balances				
As previously reported	15,000,000.00	-	(350,285.42)	14,649,714.58
Effect of changes in accounting pc	-	-	-	-
As restated	15,000,000.00	-	(350,285.42)	14,649,714.58
Changes in equity:				
Net income (loss) for the year	-		(1,999,154.83)	(1,999,154.83)
Additional Capital	11,250,000.00		-	11,250,000.00
Stock dividends	-		-	-
Cash dividends	-		-	-
End Balances	26,250,000.00	-	(2,349,440.25)	23,900,559.75



HHR PHILIPPINES, INC.
STATEMENT OF CASH FLOWS
For the Years Ended December 31, 2023 and 2022

	Notes	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES			
Income (loss)			
Adjustments for:		2,336.87	(1,999,154.83)
Depreciation and amortization		-	-
Interest on loans and related items - net of capitalized interest		-	-
Gain on debt exchange and debt restructuring		-	-
Provision for doubtful accounts		-	-
Accretion on financial liabilities - net		-	-
Interest income		-	-
Write-down of inventories at net realizable value		-	-
Others		-	-
Operating income before working capital changes		2,336.87	(1,999,154.83)
Decrease (increase) in:			
Trade and other receivables		(2,218,852.54)	-
Inventories and supplies		-	-
Prepayments		-	-
Other current assets		-	5,899.28
Increase (decrease) in:			
Trade and other payables		-	-
Provisions		-	-
Unearned revenues		-	-
Pension and other benefits		-	-
Cash generated from operations		(2,216,515.67)	(1,993,255.55)
Income taxes paid		-	-
Net cash provided by operating activities		(2,216,515.67)	(1,993,255.55)
CASH FLOWS FROM INVESTING ACTIVITIES			
Additions to property, plant and equipment		-	(5,057,019.18)
Proceeds from disposal of property, plant and equipment		-	-
Decrease (increase) in other noncurrent assets		-	(4,500,000.00)
Net cash used in investing activities		-	(9,557,019.18)
CASH FLOWS FROM FINANCING ACTIVITIES			
Proceeds from long-term debt		-	-
Payments of long-term debt		-	-
Additional Capital		-	-
Dividends		-	-
Net cash used in financing activities		-	-
NET INCREASE IN CASH AND CASH EQUIVALENTS		(2,216,515.67)	(11,550,274.73)
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	4	3,043,540.57	14,593,815.30
CASH AND CASH EQUIVALENTS AT END OF YEAR	4	827,024.90	3,043,540.57



HHR PHILIPPINES INC.
NOTES TO FINANCIAL STATEMENTS
AS OF AND FOR THE YEARS ENDED
December 31, 2023 and 2022

Note 1 - General information

HHR PHILIPPINES INC. was incorporated and registered with the Securities and Exchange Commission on February 19, 2019 under SEC Reg. No CS20192718 with the primary purpose of operating a gaming company in accordance with existing laws.

Note 2 - Summary of significant accounting policies

This set of financial statements prepared by HHR PHILIPPINES INC. is in accordance with the 'PFRS for Small and Medium-sized Entities' (PFRS for SMEs) issued by the Financial Reporting Standards Council. The principal accounting policies applied in the preparation of these consolidated financial statements are set out below. These policies have been consistently applied to all the years presented, unless otherwise stated.

2.1 Basis of presentation

The consolidated financial statements of HHR PHILIPPINES INC. have been prepared in accordance with the PFRS for SMEs. They have been prepared under the historical cost convention.

The preparation of financial statements in conformity with the PFRS for SMEs requires the use of certain critical accounting estimates. It also requires management to exercise its judgment in the process of applying the Company's accounting policies. Areas involving a higher degree of judgment or complexity, or areas where assumptions and estimations are significant to the consolidated financial statements are disclosed in Note 3.

2.2 Functional and presentation currency

Items included in the financial statements are measured using the currency of the primary economic environment in which the entity operates ('the functional currency'). The financial statements are presented in Philippine Peso, which is the Company's functional and presentation currency.

2.3 Cash and cash equivalents

Cash and cash equivalents include cash on hand, demand deposits and other short-term highly liquid investments with original maturities of three months or less. Bank overdrafts are shown within borrowings in current liabilities on the statement of financial position.

2.4 Trade receivables

Trade receivables are recognized initially at the transaction price. They are subsequently measured at amortized cost using the effective interest method, less provision for impairment. A provision for impairment of trade receivables is established when there is objective evidence that the group will not be able to collect all amounts due according to the original terms of the receivables.

2.5 Inventories

Inventories are stated at the lower of cost and estimated selling price less costs to complete and sell. Cost is determined using the first-in, first-out (FIFO) method. The cost of finished goods and work in progress comprises packaging costs, raw materials, direct labor, other direct costs and related production overheads (based on normal operating capacity). At each reporting date, inventories are assessed for impairment. If inventory is impaired, the carrying amount is reduced to its selling price less costs to complete and sell; the impairment loss is recognized immediately in profit or loss.

2.6 Property and equipment

Property and equipment are stated at historical cost less accumulated depreciation and any accumulated impairment losses. Historical cost includes the purchase price and other expenditure that is directly attributable to bringing the asset to the location and condition necessary for it to be capable of operating in the manner intended by management.

The Company adds to the carrying amount of an item of property and equipment the cost of replacing parts of such an item when that cost is incurred if the replacement part is expected to provide incremental future benefits to the Company. The carrying amount of the replaced part is derecognized. All other repairs and maintenance are charged to profit or loss during the period in which they are incurred.

Land is not depreciated. Depreciation on other assets is charged so as to allocate cost of assets less their residual value over their estimated useful lives, using the straight-line method. The estimated useful lives range as follows:

– Buildings	25-40 years
– Machinery	10-15 years
– Vehicles	3-5 years
– Furniture, fittings and equipment	3-8 years

The asset's residual values, useful lives and depreciation methods are reviewed, and adjusted prospectively if appropriate, if there is an indication of a significant change since the last reporting date.

An asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

The carrying amount of an item of property and equipment shall be derecognized on disposal or when no future economic benefits are expected from its use or disposal. When assets are derecognized, their cost, accumulated depreciation and amortization and accumulated impairment losses are eliminated from the accounts. Gains and losses on disposals are determined by comparing the proceeds with the carrying amount and are recognized within 'other gains/(losses) – net' in the statement of comprehensive income.

2.7 Borrowings and borrowing costs

Borrowings are recognized initially at the transaction price (that is, the present value of cash payable to the bank, including transaction costs). Borrowings are subsequently stated at amortized cost. Interest expense is recognized on the basis of the effective interest method and is included in finance costs.

All borrowing costs are expensed as incurred.

2.8 Trade payables

Trade payables are recognized initially at the transaction price and subsequently measured at amortized cost using the effective interest method.

2.9 Share capital

Ordinary shares are classified as equity.

Equity instruments are measured at the fair value of the cash or other resources received or receivable, net of the direct costs of issuing the equity instruments. If payment is deferred and the time value of money is material, the initial measurement is on a present value basis.

2.10 Revenue recognition

Revenue comprises the fair value of the consideration received or receivable for the sale of goods or services in the ordinary course of the Company's activities. Revenue is shown net of returns, rebates and discounts.

The group recognizes revenue when: the amount of revenue can be reliably measured; it is probable that future economic benefits will flow to the entity.

2.11 Dividend distribution

Dividend distribution to the company's shareholders is recognized as a liability in the financial statements in the period in which the dividends are approved by the company's shareholders.

2.12 Events after the reporting date

Post year-end events that provide additional information about the Company's position at the reporting date (adjusting events) are reflected in the financial statements. Post year-end events that are not adjusting events are disclosed in the notes to the financial statements when material.

Note 3 - Information about key sources of estimation uncertainty and judgments

Estimates and judgments are continually evaluated. They are based on historical experience and other factors, including expectations of future.

3.1 Key sources of estimation uncertainty

The Company makes estimates and assumptions concerning the future. The resulting accounting estimates will, by definition, seldom equal the related actual results. The estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year are disclosed below.

(a) Income taxes

Significant judgment is required in determining the provision for income taxes. There are many transactions and calculations for which the ultimate tax determination is uncertain. The group recognizes liabilities for anticipated tax audit issues based on estimates of whether additional taxes will be due. Where the final tax outcome of these matters is different from the amounts that were initially recorded, such differences will impact the current and deferred income tax assets and liabilities in the period in which such determination is made.

Note 4 - Cash and cash equivalents

The account at December 31 consists of:

	2023	2022
Cash on hand	-	-
Cash in bank	-	-
Total	827,024.90	3,043,540.57
	827,024.90	3,043,540.57

Note 5 - Trade and other payables

The account at December 31 consists of:

	2023	2022
Trade payables	-	-
Other payables	-	-
Advances from stockholders	-	-
Total	-	-
	-	-

Note 6 - Share capital

The account at December 31 consists of:

	No. of shares at P100 par value	2023	2022
Authorized capital stock	600,000		
Subscribed capital stock	150,000	15,000,000.00	15,000,000.00
Subscription receivable		-	-
Subscribed and paid		15,000,000.00	15,000,000.00

Note 7 - Cost of services

	2023	2022
Supplies	7,801.50	5,872.80
Depreciation	-	-
Amortization	-	-
Rental	51,858.40	64,000.00
Communication, light and water	111,440.05	83,433.69
Repairs and maintenance	21,358.69	4,886.45
Other services	-	80,000.00
Miscellaneous	0.00	
Total	192,458.64	238,192.94

Note 8 - Administrative expenses

	2023	2022
Salaries and wages	1,591,347.52	1,151,706.49
SSS/PHIC/HDMF and other premiums	102,800.00	53,265.00
Commissions	-	-
Advertising	10,049.54	10,697.25
Management fees	-	-
Professional fee	225,000.00	240,000.00
Insurance	13,680.00	246,769.60
Representation and entertainment	8,091.24	6,316.60
Transportation and travel	27,538.00	28,705.01
Fuel and oil	-	-
Office supplies	24,091.70	22,614.00
Interest	-	-
Taxes and licenses	152,378.42	13,327.50
Security services	-	-
Miscellaneous expenses	0.00	-
Total	2,154,976.42	1,773,401.45

Note 9 - Supplementary information under Revenue Regulation 15-2010

Date Paid	Description	O.R. No.	Amount
	BIR annual registration		500.00
	Franchise taxes		117,488.60
	Mayor's permit		34,389.82
Total			152,378.42