

# 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)  
Nov 3, 2020
2. SEC Identification Number  
147584
3. BIR Tax Identification No.  
002-727-376-000
4. Exact name of issuer as specified in its charter  
Premiere Horizon Alliance Corporation
5. Province, country or other jurisdiction of incorporation  
PHILIPPINES
6. Industry Classification Code(SEC Use Only)
7. Address of principal office  
Unit 1705, East Tower, Philippine Stock Exchange Center, Exchange Road, Ortigas  
Center, Pasig City  
Postal Code  
1605
8. Issuer's telephone number, including area code  
(02) 8632-7715
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 STOCK P 0.25 PAR VALUE	1,990,480,889

11. Indicate the item numbers reported herein  
Item No. 9 Other Item

*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.*



# Premiere Horizon Alliance Corporation

## PHA

### PSE Disclosure Form BL-1 - Comprehensive Corporate Disclosure on Backdoor Listing *Reference: Rules on Backdoor Listing*

#### Subject of the Disclosure

Additional Information on the MOA entered by PHA with an investor group.

#### Background/Description of the Disclosure

On October 29, 2020, Premiere Horizon Alliance Corporation (the "Company" or "PHA") entered into a Memorandum of Agreement with an investor group led by Marvin Dela Cruz for the equity infusion through a subscription of a total of 2,803,030,303 shares (the "Subscription Shares") or up to 55% ownership in PHA. Subscription to these shares will be at Php0.33 per share for a total consideration of Php925.0 Million, of which Php300 Million will be in cash and the balance of Php625 Million will be via a combination of cash and/or infusion of Squidpay Technology, Inc ("SPTI") shares over a period of 2 years, with the intent of making SPTI a subsidiary of PHA.

The Subscription Shares consist of 263,636,364 shares to be issued out of the current unissued capital stock of PHA and 2,539,393,939 shares to be subscribed out of an increase of authorized capital stock to be applied for by PHA, such that, the aggregate shares held by the Investors shall constitute fifty-five percent (55%) of the resulting issued and outstanding capital stock of PHA after the increase.

The parties also executed the subscription agreements covering the 263,636,364 PHA shares to be issued from the unissued authorized capital stock, at a price of Php0.33 per shares or total consideration of Php87.0 million payable in cash.

The remaining 2,539,393,939 shares will be issued from an increase in authorized capital stock of PHA to 6.0 Billion common shares, which will be subject to the approval of the shareholders in the upcoming Annual Shareholders Meeting scheduled for December 17, 2020.

Mr. Dela Cruz and his group are the majority owners of Squidpay Technology, Inc. a rising payment solutions company that aims to provide a convenient electronic payment and collection system through the use of stored value cards and mobile applications.

The terms and conditions of the foregoing transactions and execution of the agreements were approved by the PHA Board of Directors at its meeting held on the same day, October 29, 2020.

This disclosure is to provide additional information on the matter.

<b>Date of Approval by Board of Directors</b>	Oct 29, 2020
<b>Date of Approval by Stockholders</b>	TBA
<b>Other Relevant Regulatory Agency, if applicable</b>	N/A
<b>Date of Approval by Relevant Regulatory Agency</b>	N/A
<b>Date of Approval by Securities and Exchange Commission, if applicable</b>	TBA

**Comprehensive Corporate Disclosure****The nature and description of the proposed transaction, including the timetable for implementation, and related regulatory requirements if applicable**

The transaction involves the subscription of a group of investors to new shares. Summarized below is the schedule of subscription and applicable regulatory requirements:

Oct 29, 2020 MOA signing and subscription and full payment by the investor group to 263.6M new shares at Php0.33 per share corresponding to 11.7% post subscription from the remaining unissued capital stock out of the total authorized capital stock of 2.254B shares.

Dec 17, 2020 Annual shareholders meeting. Seek shareholder approval and ratification for:

- i. an increase in the company's Authorized Capital Stock of 3.746B shares to a total ACS of 6.0B shares; and
- ii. the subscription to 2.803B shares by the investor group consisting of:
  - a. 263.6M fully paid shares; and
  - b. 2.54B partially paid shares (25% paid-up)
- iii. approval of the transaction in compliance with the PSE Rules on Backdoor Listing and Additional Listing of Shares

Collectively, the above subscription will allow the investor group to own 55% of PHA, post-subscription to the increase in authorized capital stock.

Dec 18, 2020 Signing of the Subscription Agreement covering 2.54B new shares.

January 2021 Application to SEC for the increase in ACS of 3.746B shares to get to a total of 6.0B shares post increase in ACS.

Q1 2021 Target for SEC approval of the increase in ACS.

**The reason/purpose of the transaction including the benefits which are expected to be accrued to the listed issuer as a result of the transaction**

As a countryside enabler, PHA is involved in three business pursuits: mining, real estate, and tourism. Mining helps put value to natural resources, real estate unlocks countryside land values, and tourism helps promote the countryside's natural beauty and provides a source of income to local residents. Consistent with our vision and mission of invigorating the countryside, PHA also intends to enter the Fintech industry by making SquidPay Technology, Inc. ("SPT") a subsidiary (subject to a valuation beneficial to PHA shareholders). PHA envisions to help empower the unbanked and the general population through SPT's electronic payment and collection system. The need to partner with the investor group is vital as it includes the necessary cash infusion and new business partnerships. Synergizing the four businesses will allow PHA to increase shareholder value further.

**The aggregate value of the consideration, explaining how this is to be satisfied, including the terms of any arrangements for payment on a deferred basis**

The aggregate value of the consideration is Nine Hundred Twenty-Five Million Pesos (Php925,000,000.00), representing Two Billion Eight Hundred Three Million Thirty Thousand Three Hundred three (2,803,030,303) common shares of PHA valued at Php 0.33 per share. This shall be paid as follows:

1. The amount of Eighty-Seven Million Pesos (Php87,000,000.00) upon execution of the agreement;
2. One Hundred Thirteen Million Pesos (Php113,000,000.00) on or before 18 December 2020;
3. One Hundred Million Pesos (Php100,000,000.00) before the filing of the increase of authorized capital stock of PHA; and

Six Hundred Twenty-Five Million Pesos (Php625,000,000.00) consisting of cash and/or assets, including shares held by Investors in SPT, to be paid or delivered not later than twenty-four (24) months from the signing of the agreement, or at a mutually agreed period of the parties. The proposed acquisition of SPT shares is subject to an acceptable valuation that will be beneficial to PHA shareholders.

**The basis upon which the consideration or the issue value was determined**

The issue value of Php 0.33 per share approximates the consolidated audited net book value per share of PHA as of December 31, 2019.

**For cash considerations, the detailed work program of the application of proceeds, the corresponding timetable of disbursements and status of each project included in the work program. For debt retirement application, state which projects were financed by debt being retired, the project cost, amount of project financed by debt and financing sources for the remaining cost of the project**

Of the Transaction consideration, Php300M cash will be paid to PHA within the next few months while the balance of Php625M will be paid in either cash, assets or a combination of both within a two-year period. Given these, PHA's plans for usage of proceeds only cover the initial Php300M.

The Php300M proceeds will be used to continue PHA's primary business as an investment holding company. The biggest use (42% of the proceeds) will be to fund the continuing business development activities of the subsidiaries. The second biggest (29%) use will be for debt and liabilities servicing. The remaining balance of 29% will be used for taxes and licenses as well as for PHA's operating expenses. The table summarizes the uses as well as the timetable of disbursements.

2020 2021

Advances to subsidiaries for business development 80 45

Debt and liability services 74 12

Taxes and licenses 51 3

Operating expenses 5 30

Subtotal 210 90

Total 300

Please see Section F of Annex G.

**The listed company must present a statement of active business pursuits and objectives which details the steps undertaken and proposed to be undertaken by the Issuer in order to advance its business**

There is no change in PHA's business pursuits and objectives. The company will continue to undertake existing business plans in the mining, real estate and tourism industries.

### **Effects in the listed company before and after the transaction on the following:**

#### **Increase in authorized capital stock**

<b>From</b>	563,556,000
<b>To</b>	1,500,000,000

#### **Nature of business**

<b>From</b>	Investment Holding Company
<b>To</b>	Investment Holding Company

#### **Corporate Name**

<b>From</b>	Premiere Horizon Alliance Corporation
<b>To</b>	Premiere Horizon Alliance Corporation

#### **Board of Directors**

<b>Name</b>	<b>(Regular or Independent)</b>
Augusto Antonio C. Serafica, Jr.	Regular
George Edwin Y. Sycip	Regular
Raul Ma. F. Anonas	Regular
Winston A. Chan	Regular
Ramon A. Recto	Regular
Victor Y. Lim	Regular
Daniilo A. Antonio	Regular
Ramon G. Santos	Independent
Felipe A. Judan	Independent

#### **Principal Officers**

Name	Position/Designation
Augusto Antonio C. Serafica, Jr	President & CEO
Raul Ma. F. Anonas	EVP / Chief Operating Officer
Manolo B. Tuason	SVP / Chief Finance Officer
Andres A. Del Rosario	SVP / Treasurer
Ana Liza G. Aquino	Vice President & Investor Relations Officer
Joseph Jeeben R. Segui	First Vice President
Paolo Antonio A. Martinez	Assistant Vice President / Controller

**Ownership structure**

Principal Shareholders	Before		After	
	Number of shares	%	Number of shares	%
Please see attached Annex H	0	0	0	0

**Capital structure****Issued Shares**

Type of Security /Stock Symbol	Before	After
Common shares	1,990,480,889	5,096,541,496

**Outstanding Shares**

Type of Security /Stock Symbol	Before	After
Common shares	1,990,480,889	5,096,541,496

**Treasury Shares**

Type of Security /Stock Symbol	Before	After
None	-	-

**Listed Shares**

Type of Security /Stock Symbol	Before	After
Common shares	1,815,480,889	1,815,480,889

<b>Effect(s) on the public float, if any</b>	From 92.93% to 36.30%
<b>Effect(s) on foreign ownership level, if any</b>	From 7.49% to 2.93%

**Additional information on the unlisted company**

<b>Nature and business</b>
Squidpay Technology Inc., was registered in the Philippines Securities and Exchange Commission on May 21, 2020. The Company's primary purpose is to provide online and offline payment solutions for automated fare collections, bills payment, e-commerce payments, merchants payment services and electronic loading. It's principal office is located in 2402D Philippine Stock Exchange Center, San Antonio, Pasig City.
Please See Annex I for the AOI and Annex J for the BS and IS as of 9 Nov 2020.
<b>Discussion of major projects and investments</b>
Please see Annex K.

**List of subsidiaries and affiliates, with percentage holdings**

Name of Subsidiary or Affiliate	% Ownership
None	0

**Capital structure****Authorized capital stock**

Type of Security	Amount	Number of Shares
Common	100,000,000	400,000,000

**Subscribed Shares**

Type of Security	Amount	Number of Shares
Common	100,000,000	400,000,000

**Paid-Up Capital**

Amount	100,000,000
Number of Shares	400,000,000

**Issued Shares**

Type of Security	Amount	Number of Shares
Common	100,000,000	400,000,000

**Outstanding Shares**

Type of Security	Amount	Number of Shares
Common	100,000,000	400,000,000

**Par Value**

Type of Security	Amount
Common	0.25

**Ownership Structure (including percentage holdings)**

Name	Number of Shares	% Ownership
Marvin Dela Cruz	300,000,000	75
Raissa Abainza Queri	55,000,000	13.75
Enrico Alfonso Tamayo	20,000,000	5
Harrison Hao Yap	20,000,000	5
Rogelio De Rama	5,000,000	1.25

**Board of Directors**

Name	(Regular or Independent)
Marvin Dela Cruz	Regular
Raissa Abainza Queri	Regular
Enrico Alfonso Tamayo	Regular
Harrison Hao Yap	Regular
Rogelio De Rama	Regular

**Principal Officers**

Name	Position/Designation
Marvin Dela Cruz	CEO
Raissa Abainza Queri	Corporate Secretary
Enrico Alfonso Tamayo	President
Harrison Hao Yap	Treasurer
Alexander Julio Valera	Assistant Corporate Secretary

The interest which the directors of the parties to the transaction have in the transaction

The new Investor group's fund infusion will enhance the working capital of PHA thereby ensuring its continuous operation plus the ability to pursue its mission as a countryside developer. The directors of PHA have no personal interest in the transaction.

Other than the acquisition of PHA shares, the investor group have no other personal interest in the transaction

**Statement as to the steps to be taken, if any, to safeguard the interests of the shareholders**

The infusion of cash by the investor group provided liquidity that allowed for the preservation of PHA's asset values. Furthermore, with the possible significant investment into SPT, PHA's shareholder values may be enhanced.

The PHA shareholders can vote in favor of, against, or abstain on the transaction and the increase in authorized capital stock during the PHA Annual Stockholders' Meeting on December 17, 2020.

The proposed acquisition of SPT shares is subject to an acceptable valuation that will be beneficial to PHA shareholders.

**Other Relevant Information**

Clarification on the difference in PSE's records on the number of issued shares of PHA

The issued shares as of reporting date is 1,990,480,889 and not 1,815,480,889 as indicated in the PSE records. This is because the subscription receivable for the 175,000,000 shares has been fully collected and issued as of December 31, 2019. The information on the collection of the subscription receivables were reported in the 2019 Annual Report.

Ownership Structure

Please see attached Annex H.

Board of Directors

Upon closing on December 18, 2020 (after the AGM on December 17, 2020), the new investor will nominate 4 directors to the BOD (3 regular members and 1 independent) out of the total nine board seats.

Information on New Subscribers

For information on the new subscribers, please see Annex L.

**Filed on behalf by:**

<b>Name</b>	Raul Ma. Anonas
<b>Designation</b>	Executive Vice President, CIO/ COO

**MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement (the "Agreement") is executed on the 29th day of October, 2020 in Mandaluyong City, by and between:

**MARVIN DELA CRUZ, RAISSA ABAINZA QUERI, ENRICO ALFONSO TAMAYO, HARRISON YAP, and ROGELIO DE RAMA**, Filipinos, all of legal age, and with address at 2402D West Tower, Philippine Stock Exchange Center, Pasig City, represented herein by **MARVIN DELA CRUZ** (hereinafter collectively referred to as "Investors", and each, an "Investor");

-and-

**PREMIERE HORIZON ALLIANCE CORPORATION**, a corporation duly organized and existing under the laws of the Philippines, with address at 1705 East Tower, Philippine Stock Exchange Center, Exchange Road, Ortigas Center, Pasig City, represented herein by its President and Chief Executive Officer, **AUGUSTO ANTONIO C. SERAFICA, JR.**, and its Chief Operating Officer, **RAUL MA. F. ANONAS** (hereinafter referred to as "PHA").

(the Investors and PHA are hereinafter collectively referred to as "Parties", and each, a "Party")

**RECITALS****WHEREAS:**

- A. PHA is a stock corporation established in 1988 and engaged in the business of an investment holdings company and whose shares are listed in the Philippine Stock Exchange;
- B. Collectively, the Investors are the legal and/or beneficial owners of one hundred percent (100%) of the outstanding capital stock of Squidpay Technology Inc. ("SPT"), a corporation duly organized and existing under the laws of the Philippines and engaged in the business offline and online payment solutions, among others;
- C. PHA is the beneficial owner of fifty-five percent (55%) of the outstanding capital stock of Premiere Georesources and Development Inc. ("PGDI"), a corporation duly organized and existing under the laws of the Philippines and engaged in the business of mining;
- D. PGDI, in turn, owns ninety-eight and 55/100 percent (98.55%) of the outstanding capital stock of Palawan Star Mining Ventures Inc. ("PSMVI"), and ninety-eight and 88/100 percent (98.88%) of the outstanding capital stock of Pyramid Hill Mining & Industrial Corporation ("PHMIC"), both mining companies and with valid Mineral Production Sharing Agreements with the Republic of the Philippines covering areas located in the Province of Palawan;





E. PHA is the beneficial owner of eighty-five percent (85%) of the outstanding capital stock of West Palawan Premiere Development Corp. ("WPP"), a corporation duly organized and existing under the laws of the Philippines and engaged in the business of real estate development, which development projects are located in the Province of Palawan;

F. PHA owns fifty-four and 99/100 percent (54.99%) of the outstanding capital stock of Goshen Land Capital, Inc. ("GLCI"), a corporation duly organized and existing under the laws of the Philippines and engaged in the business of real estate development, which development projects are located in the City of Baguio;

G. PHA acknowledges the strategic value-added which the Investors and SPT brings into PHA and its subsidiaries as strategic investors and accepts the Investors' proposal to subscribe such number of shares in PHA's authorized capital stock and pay for the same in cash and/or assets including shares held in SPT such that the Investors shall, upon completion of the contemplated transactions in this Agreement, own fifty-five percent (55%) of the outstanding capital stock of PHA.

H. At the same time, the Investors acknowledge the strategic value-added which PHA can bring into SPT, and verily, upon completion of the contemplated transactions in this Agreement, SPT may become a subsidiary of PHA.

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

## **ARTICLE 1 DEFINITION OF TERMS**

1.1. For purpose of this Agreement:

"Agreement" has the meaning set forth in the opening paragraph.

"Balance of the Total Consideration" shall have the meaning set forth in Section 2.2.4.

"BSP" shall mean Bangko Sentral ng Pilipinas.

"Business Day" shall mean any day which is not a Saturday, Sunday, or a day on which banks are authorized or required to close in Pasig City, Philippines.

"Close" or "Closing" shall mean the completion of the subscription of the Subscription Shares, and payment of the amounts under Sections 2.2.1, 2.2.2 and 2.2.3.

"Closing Date" shall have the meaning set forth in Section 4.1.

"Closing Notice" shall have the meaning set forth in Section 4.1.



"Corporate Approvals" shall mean the approval of at least majority of the members of the Board of Directors and approval by the stockholders representing at least two-thirds (2/3) of the total issued and outstanding capital stock of the relevant company.

"Dispute" shall have the meaning set forth in Section 9.1.

"GLCI" shall have the meaning set forth in the sixth recital.

"GLCI Properties" shall mean the properties listed in **ANNEX "D"**.

"Investor" or "Investors" shall have the meaning set forth in the Parties clause.

"Indemnified Party" means a Party who is entitled to indemnification from another Party under Section 8.1.

"Indemnifying Party" means a Party who is responsible for indemnifying another Party under Section 8.1.

"Lien" means with respect to any Person, any security interest, mortgage, pledge, charge, hypothecation, assignment, encumbrance, lien (statutory or other), preference, priority or other security arrangement of any kind or nature whatsoever (including, without limitation, any conditional sale or other title retention agreement, any financing or similar statement or notice filed under any recording or notice statute, any arrangement for the deposit of funds of such Person which cannot be terminated without the consent of the obligee of any indebtedness of such Person, and any sale and repurchase agreement or lease having substantially the same effect as any of the foregoing).

"Long Stop Date" means the date which is One Hundred Eighty (180) days from the signing of this Agreement.

"Losses" has the meaning set forth in Section 8.1.

"MPSA" or "MPSAs" shall mean Mineral Production Sharing Agreement No. 172-2001-IV issued in favor of PSMVI and Mineral Production Sharing Agreement No. 173-2001-IV issued in favor of PHMIC.

"Party" means a party to this Agreement and named in the Parties clause.

"Person" means any individual, partnership, corporation, firm, trust, unincorporated association, joint venture, Philippine governmental authority, or any other entity of whatever nature.

"PGDI" shall have the meaning set forth in the third recital.

"PHA" shall have the meaning set forth in the Parties clause.

"PHA Closing Documents" shall have the meaning set forth in Section 4.2.

A handwritten signature in black ink, appearing to be the initials 'RFA' or similar, located in the bottom right corner of the page.

"PHMIC" shall have the meaning set forth in the fourth recital.

"Philippines" means the Republic of the Philippines.

"Price Per Share" shall mean Thirty-Three Centavos (Php0.33).

"PSMVI" shall have the meaning set forth in the fourth recital.

"SEC" shall mean the Philippine Securities and Exchange Commission.

"Shareholders' Agreement" shall mean the shareholders' agreement to be discussed by the Parties for execution pursuant to this Agreement.

"SPT" shall have the meaning set forth in the second recital.

"Subscription Agreement" shall mean the subscription agreements representing the subscriptions of the relevant Investors to part of the Subscription Shares as set forth in Section 2.3 and 2.4.

"Subscription Shares" shall mean a total of Two Billion Eight Hundred Three Million Thirty Thousand Three Hundred Three (2,803,030,303) common shares of PHA composed of: (a) Two Hundred Sixty-Three Million Six Hundred Thirty-Six Thousand Three Hundred Sixty-Four (263,636,364) common shares out of the current unissued capital stock of PHA; and (b) Two Billion Five Hundred Thirty-Nine Million Three Hundred Ninety-Three Thousand Nine Hundred Thirty-Nine (2,539,393,939) common shares from an increase of authorized capital stock to be applied for by PHA, such that, the aggregate shares held by the Investors shall constitute fifty-five percent (55%) of the resulting issued and outstanding capital stock of PHA.

"Total Consideration" shall mean Nine Hundred Twenty-Five Million Pesos (Php925,000,000.00), comprising of: (a) Eighty-Seven Million Pesos (Php87,000,000.00) covering the subscription out of the unissued portion of the current authorized capital stock of PHA under Section 2.2.1; (b) One Hundred Thirteen Million Pesos (Php113,000,000.00) under Section 2.2.2; (c) One Hundred Million Pesos (Php100,000,000.00) under Section 2.2.3; and (d) the Balance of the Total Consideration of Six Hundred Twenty-Five Million Pesos (Php625,000,000.00) under Section 2.2.4;

"Transaction Documents" shall mean this Agreement, the Subscription Agreement, the Shareholders' Agreement, and any other agreements contemplated in this Agreement.

"WPP" shall have the meaning set forth in the fifth recital.

"WPP Properties" shall mean the properties listed in ANNEX "C".

1.2. Interpretation. In this Agreement, unless the context otherwise requires:



(a) Words importing the singular number shall include the plural and vice versa, and words importing the masculine shall include the feminine and neuter gender and vice versa;

(b) Any reference to Articles, Sections, Schedules or Annexes is a reference to articles and sections of, and schedules or annexes to, this Agreement;

(c) Any reference to any document instrument or agreement (i) shall include all annexes, schedules and other attachments thereto, (ii) shall include all documents, instruments or agreements issued or executed in replacement thereof, and (iii) shall mean such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified and supplemental from time to time in accordance with the terms thereof and in effect at any given time;

(d) The headings to the Articles, Sections and paragraphs herein are inserted for ease of reference only and shall not affect the interpretation thereof or of this Agreement;

(e) Any reference to "writing" or cognate expressions include a reference to telex, cable, facsimile transmission or comparable means of communications;

(f) Any reference to a Person includes its permitted successors and permitted assigns;

(g) The words "include", "includes" and "including" are not limiting and shall be deemed to be followed by the words "without limitation", whether or not so followed;

(h) The words "hereof", "herein" and "hereunder" and words of similar import when used in any document shall refer to such document as a whole and not to any particular provision of such document;

(i) Any reference to "days" shall mean calendar days, unless the term "Business Days" is used. References to a time of day shall mean such time in Manila, Philippines, unless otherwise specified;

(j) This Agreement is the result of negotiations among, and has been reviewed by, the Parties and their respective advisors. Accordingly, this Agreement shall be deemed to be the product of all the Parties.

## **ARTICLE 2**

### **AGREEMENT TO SUBSCRIBE/SUBSCRIPTION OF SHARES**

2.1. Agreement to Subscribe. Subject to the terms and conditions of this Agreement, the Investors agree to subscribe to the Subscription Shares at the Price Per Share and pay the Total Consideration in the manner pursuant to this Agreement.

2.2. Payment of the Total Consideration. In consideration for the subscription by the Investors to the Subscription Shares, the Investors shall pay PHA the Total



Consideration by means of immediately available funds in the form of cash, manager's/cashier's check, wire transfer, or other similar means, as follows:

- 2.2.1. The amount of Eighty-Seven Million Pesos (Php87,000,000.00) upon the execution of this Agreement;
- 2.2.2. One Hundred Thirteen Million Pesos (Php113,000,000.00) on or before 18 December 2020;
- 2.2.3. One Hundred Million Pesos (Php100,000,000.00) before the filing of the increase of authorized capital stock of PHA pursuant to Section 2.4 and 3.1.2; and
- 2.2.4. Six Hundred Twenty-Five Million Pesos (Php625,000,000.00) in accordance with Section 4.4 (the "Balance of the Total Consideration").

2.3. Execution of the Subscription Agreement Upon Signing of This Agreement. Upon signing of this Agreement and the full payment of the amount under Section 2.2.1 herein, the Investors and PHA shall execute a Subscription Agreement substantially in the form in **ANNEX "A"** to subscribe to Two Hundred Sixty-Three Million Six Hundred Thirty-Six Thousand Three Hundred Sixty-Four (263,636,364) common shares out of the current unissued capital stock of PHA. Within ten (10) Business Days from this occurrence, PHA shall pay the documentary stamp tax and file the tax return corresponding to the original issuance of shares, update its Stock and Transfer Book, file a General Information Sheet with the SEC to reflect the foregoing, provide the Investors with proof thereof and issue the stock certificate corresponding to the foregoing shares.

2.4. Execution of the Subscription Agreement for the Increase of the Authorized Capital Stock. Upon full payment of the amounts under Section 2.2.2 and 2.2.3, the Investors and PHA shall execute a Subscription Agreement substantially in the form in **ANNEX "A"** to subscribe to Two Billion Five Hundred Thirty-Nine Million Three Hundred Ninety-Three Thousand Nine Hundred Thirty-Nine (2,539,393,939) partially paid common shares out of the increase in authorized capital stock of PHA. Within ten (10) Business Days from SEC approval of the increase in authorized capital stock, PHA shall pay the documentary stamp tax and file the tax return corresponding to the original issuance of shares, update its Stock and Transfer Book and file a General Information Sheet with the SEC to reflect the foregoing.

2.5. Exclusivity. From the date of this Agreement until Closing (unless terminated earlier), PHA shall not directly or indirectly, solicit any offers from, or be involved in any discussions or negotiations with, or enter into any agreement or arrangement with, or provide any information (unless required by law or governmental regulations) about the business of PHA to any third parties with respect to the (i) subscription or issuance of the Subscription Shares to the Investors; or (ii) any other similar transaction(s) as those contemplated under this Agreement.



**ARTICLE 3**  
**UNDERTAKINGS PRIOR TO CLOSING**

3.1. Undertakings of PHA. Immediately after the signing of this Agreement and /or prior to Closing, PHA and/or its subsidiaries, as applicable and unless clearly specified, shall:

- 3.1.1. Secure Corporate Approvals for the amendment of the articles of incorporation and increase of the authorized capital stock of PHA by at least Three Billion Seven Hundred Forty-Five Million Seven Hundred Seventy-Six Thousand (3,745,776,000) common shares or such number sufficient to cover the Two Billion Five Hundred Thirty-Nine Million Three Hundred Ninety-Three Thousand Nine Hundred Thirty-Nine (2,539,393,939) common shares to be subscribed by the Investors out of the increase of the authorized capital stock of PHA on or before 18 December 2020.
- 3.1.2. File the application for the amendment of the articles of incorporation and increase of authorized capital stock with the SEC immediately after the payment is made by the Investors under Section 2.2.2 and Section 2.2.3 and secure the Certificate of Amendment and Certificate of Increase of Authorized Capital Stock from the same, pursuant to Section 3.1.1.
- 3.1.3. Update PHA's Stock and Transfer Book to accurately reflect the current list of shareholders following the approval of the SEC of the amendment of the articles of incorporation and increase of authorized capital stock of PHA in Section 3.1.2.
- 3.1.4. File an amended General Information Sheet with the SEC which accurately reflects additional subscription of the Investors of Two Billion Five Hundred Thirty-Nine Million Three Hundred Ninety-Three Thousand Nine Hundred Thirty-Nine (2,539,393,939) common shares coming from the increase of authorized capital stock of PHA, pay the corresponding documentary stamp taxes to the same and provide proof thereof.
- 3.1.5. Operate its business, including that of PGDI, PHMIC, PSMVI, GLCI and WPP, consistent with past practice.
- 3.1.6. Not make any sale or disposition of the real or personal properties of PHA, PHMIC, PSMVI, GLCI and WPP, unless in the ordinary course of business or with the consent of the Investors.
- 3.1.7. Not cause any amendment, cancellation, or termination of any contract, agreement, arrangement, permit, license, or other authorization relating to the business of PHA, PHMIC, PSMVI, GLCI and WPP, or enter into a contract, agreement, arrangement, permit,

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license or other authorization relating to their business, unless in the ordinary course of business.

3.1.8. Not perform, take any action, implement any policy or incur or permit to exist any act, transaction, event, or occurrence which would be inconsistent with the representations and warranties set forth in this Agreement.

3.1.9 Subject to mutual agreement by the Parties, not: make any dividend declaration and payment or other distributions; make any change in the level of borrowing or in its working capital requirements; repay any borrowing or indebtedness in advance of its stated maturity; cause any increase or decrease in the levels of debts or receivables of PHA; cause any change in accounting methods, principles, or practices by PHA; cause any material adverse change in the financial position or in the prospects of the PHA and ensure that no event, fact or matter has occurred which is likely to give rise to such change; or enter into a new contract, liability, or commitment (whether in respect of capital expenditure or otherwise unless in the usual course of business).

3.1.10 Cause the election of three (3) regular directors and one (1) independent director nominated by the Investors to the PHA Board on or before 18 December 2020.

3.1.11 Cause the appointment of the Chairman, Chairman of the Executive Committee, Treasurer, Chief Operating Officer, and Chief Finance Officer nominated by the Investors on or before 18 December 2020.

3.2. Undertakings of the Investors. Prior to Closing, the Investors shall:

3.2.1. Execute the necessary documents in connection with the application by PHA for the increase of its authorized capital stock and amendment of its articles of incorporation with the SEC as well as those pertaining to the election/appointment of the directors and/or officers to be nominated by the Investors.

3.2.2. The Investor shall reasonably assist PHA in completing the necessary requirements under Section 3.1.1 and 3.1.2.

3.3. Shareholders' Agreement. On or before 18 December 2020, the Investors shall enter into a Shareholders' Agreement which will include, among others, matters relating to the management of PHA, and the option (but not the obligation) to purchase from the Investors the Two Billion Five Hundred Thirty-Nine Million Three Hundred Ninety-Three Thousand Nine Hundred Thirty-Nine (2,539,393,939) Subscription Shares issued out of the increase of authorized capital stock in the event that the subscription receivables on these shares remain unpaid within the period under Section 4.4 at a price of not more than Thirty-Three Centavos (Php0.33) per share less the amount of the unpaid subscriptions.



3.4. Management Plans. On or before 18 December 2020, the Parties shall convene to discuss and agree to prepare a business plan, debt repayment plan and organization/management team plan.

#### **ARTICLE 4 CLOSING AND POST CLOSING**

4.1. Closing. Within five (5) Business Days from the receipt of PHA of the approval from the SEC of its application for the increase of its authorized capital stock and amendment of its articles of incorporation, PHA shall notify in writing the Investors of such approval (the "Closing Notice"). The Parties shall then agree to meet to effect Closing, which shall be no more than fifteen (15) Business Days from receipt of the Closing Notice (the "Closing Date"). The Closing shall take place at the offices of PHA located at 1705 East Tower, Philippine Stock Exchange Center, Exchange Road, Ortigas Center, Pasig City or at such other date and place as the Parties shall designate.

4.2. On Closing Date (unless otherwise specified or waived), PHA shall deliver to the Investors (the "PHA Closing Documents")

4.2.1. A sworn and notarized certificate in the form attached hereto as **ANNEX "B"** executed by a duly authorized representative of PHA certifying to: (a) the truth and correctness of the representations and warranties under Section 5.1 as of Closing Date, in accordance with Section 6.1.3; and (b) stating that there has been no action or proceeding instituted to restrain or prohibit any of the transactions contemplated in this Agreement, in accordance with Section 6.2.1.

4.2.2. Proof of payment of the documentary stamp taxes over the Two Billion Five Hundred Thirty-Nine Million Three Hundred Ninety-Three Thousand Nine Hundred Thirty-Nine (2,539,393,939) common shares subscribed by the Investors out of the increase of the authorized capital stock of PHA.

4.2.3. A General Information Sheet duly filed with the SEC reflecting the Two Billion Five Hundred Thirty-Nine Million Three Hundred Ninety-Three Thousand Nine Hundred Thirty-Nine (2,539,393,939) common shares subscribed by the Investors out of the increase of the authorized capital stock of PHA.

4.2.4. Proof of recording of the subscription of the Investors to the increase of authorized capital stock in the Stock and Transfer Book of PHA or similar document.

4.3. Non-Compliance with Closing Obligations. In the event that a Party fails to materially comply with any obligations under this Agreement (whether such failure amounts to repudiatory breach or not), the Parties may, upon agreement: (a) proceed to Closing to the extent reasonably practicable; or (b) postpone Closing to such date as the





Parties may agree, in which case the provisions of this Agreement shall apply as if that other date is the Closing.

4.4. Payment of the Balance of the Total Consideration. The Balance of the Total Consideration consisting of cash and/or assets including shares held by Investors in SPT shall be completely paid or delivered by the Investors to PHA not later than twenty-four (24) months from signing of this Agreement, or at a period mutually agreed by the Parties. The Balance of the Total Consideration shall be paid by the Investors in cash and/or assets including shares held by the Investors in SPT. All regulatory approvals relating to the assignment of assets and/or SPT shares shall be obtained not later than twenty-four (24) months from Closing or as otherwise agreed by the Parties. The Investors shall reasonably assist PHA in completing the necessary requirements to implement the deed of assignment of assets and/or SPT shares.

## **ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

5.1. Representations and Warranties of PHA. PHA hereby represents and warrants to the Investors, as of the date of this Agreement and as of Closing Date:

(a) Corporate Matters and Capital Structure

(i) PHA, PGDI, PSMVI, PHMIC, GLCI and WPP are duly incorporated and are validly existing under the laws of the Philippines, and have full power, authority and legal right to own their assets and carry on their businesses.

(ii) PHA has available shares for the Subscription Shares and has duly secured the required Corporate Approvals for its issuance.

(iii) PHA is the beneficial owner of eighty-five percent (85%) of the outstanding capital stock of WPP.

(iv) PHA is the legal and beneficial owner of at least sixty-nine and 22/100 percent (69.22%) of the outstanding capital stock of PGDI equivalent to Three Billion Seven Hundred Seventy-Five Million Three Hundred Seventy-Nine Thousand Nine Hundred Fifty (3,775,379,950) common shares.

(v) PHA is the legal and beneficial owner of at least fifty-four and 99/100 percent (54.99%) of the outstanding capital stock of GLCI equivalent to Eighty-Seven Million Nine Hundred Ninety-Nine Thousand Seven Hundred and Three (87,999,703) common shares.

(vi) PGDI is the legal and beneficial owner of at least ninety-eight and 55/100 percent (98.55%) of the outstanding capital stock of PSMVI equivalent to One Hundred Seventy Million (170,000,000) common shares.



(vii) PGDI is the legal and beneficial owner of at least ninety-eight and 88/100 percent (98.88%) of the outstanding capital stock of PHMIC equivalent to Two Hundred Twenty Million (220,000,000) common shares.

(viii) PHA has obtained the consent of all governmental and non-governmental third parties, including creditors, as applicable, to complete the transactions contemplated in this Agreement.

(ix) Each of the Transaction Documents has been duly authorized and, when executed by PHA and/or its relevant subsidiary or affiliate, as applicable, will constitute its valid and legally binding obligation, enforceable in accordance with its terms. It is solvent and there has been no petition filed, order made, or effective resolution passed for the rehabilitation, liquidation, dissolution, or winding up of PHA and/or its relevant subsidiary or affiliate as applicable.

(x) The execution and performance by PHA of any of its obligations under this Agreement and any of the Transaction Documents contemplated thereby do not: (i) conflict with or result in a breach of any of the terms, conditions or provisions of, or constitute a default, or require any consent under, any indenture, mortgage, agreement, or other instrument or arrangement to which it is a party or by which it is bound; (ii) violate any of the terms or provisions of PHA's charter; or (iii) violate any authorization, judgment, decree, or order or any statute, law, rule, regulation or requirement applicable to it or its properties.

(b) The Subscription Shares

(i) Upon their issuance, the Subscription Shares shall be duly and validly authorized by all necessary corporate actions of PHA and shall not be subject to any liens, preemptive rights, rights of first refusal, or other restrictions on transfers or third party rights which would not have been waived, and there is no existing agreement, arrangement, or obligation to create or grant a lien or other third party right obligating PHA (or any subsequent transferee) with respect to any of the Subscription Shares and to the knowledge of PHA, no person has claimed to be entitled to a Lien or other right in relation to any of the Subscription Shares.

(c) Assets and Liabilities

(i) All of the outstanding convertible notes issued by PHA are not due and demandable and have been extended until 30 June 2021.

(ii) The short-term loans of PHA in the minimum amount of Seventy-Five Million Pesos (Php75,000,000.00) have been converted to common shares of PHA.

(iii) PHA is free from liabilities other than its loans from its shareholders amounting to One Hundred Two Million Four Hundred Thirteen Thousand Six Hundred Eighty-Five Pesos (Php102,413,685.00), its loans from third parties amounting to One Hundred Ninety-Eight Million Five Hundred Twenty-Five



Thousand Pesos (Php198,525,000.00), its loans from banks amounting to Fifteen Million Pesos (Php15,000,000.00), the principal amount of its outstanding convertible notes, current operating liabilities, current trade payables, and interest payables as of 31 July 2020.

(iv) The Contract Mining Agreement between PGDI and Cagdianao Mining Corporation dated 28 May 2019 for services rendered in Cagdianao, Province of Dinagat covered by the latter's MPSA No. 078-97-XIII remains to be valid and existing and has not been terminated by any of the parties thereto.

(v) The MPSAs are valid and existing and has not been terminated or cancelled by the Republic of the Philippines and are not the subject of any cancellation and/or termination proceedings by the Department of Environment and Natural Resources and/or the Mines and Geosciences Bureau.

(vi) PHA, WPP and/or its subsidiaries and/or affiliates, has the legal and/or beneficial title, with direct and/or indirect interest to the WPP Properties.

(vii) The real property tax on the WPP Properties have been fully paid and up to date.

(viii) PHA, WPP and/or its subsidiaries and/or affiliates, have not created any Lien over the WPP Properties, other than that provided in the Amended Letter Agreement, Real Estate Mortgage Agreement, Land Purchase Agreement, Permitting Agreement and Share Acquisition Agreement between PHA and WPP and Uni-Linkland Properties, Inc. dated 22 January 2020 and that they are not currently in default under any provision of the aforesaid agreements.

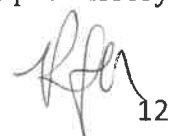
(ix) PHA, WPP and/or its subsidiaries and/or affiliates have secured waivers of rights over the forest lands in Puerto Princesa, Palawan with an area of Three Hundred Forty-Seven (347) hectares and is in the process of securing tax declarations and stewardship agreements from the national government over the same.

(x) The Compromise Agreement between Maria Victoria V. Leano, Gerardo S. Javarez, Josy Jimenea Javarez, Cresencio S. Javarez, Jr., Jacelyn Cruz-Javarez, and WPP dated July 2019 in the case of Maria Victoria V. Leano v. Gerardo S. Javarez, et al. docketed as Civil Case No. 2018-109 in relation to the property covered by Transfer Certificate of Title No. 3460 issued by the Register of Deeds of Puerto Princesa has been approved by the Regional Trial Court of Parañaque City.

(xi) GLCI is the legal and/or beneficial owner of the GLCI Properties.

(xii) PHA, GLCI and/or its subsidiaries and/or affiliates, have not created any Lien over the GLCI Properties, other than what is provided in ANNEX "D".

(xiii) PHA, PGDI, GLCI, WPP, PHMIC and PSMVI are not in default of any loan covenant or any other provision of their loans, credit facilities, promissory



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notes and/or similar instruments with banks, financial and non-financial institutions and other third-party creditors.

(xiv) PHA, PGDI, GLCI, WPP, PHMIC and PSMVI have not incurred any additional loans and/or liabilities other than in the usual course of business operations.

(d) Regulatory

(i) PHA, PGDI, GLCI, WPP, PSMVI, PHMIC have obtained all material permits, licenses, concessions, and other governmental authorizations, certificates, consents and approvals necessary to: (a) conduct their business and operate their assets as presently conducted and operated; and (b) own their assets.

(e) Litigation

(i) PHA, PGDI, GLCI, WPP, PHMIC and PSMVI are currently not involved, whether as plaintiff or defendant or otherwise, in any civil, criminal or arbitration proceedings in relation to the Subscription Shares, the MPSAs, the WPP Properties and the GLCI Properties (apart from debt collecting in the ordinary course of business) or in any such proceedings before any tribunal, and which may affect the consummation of the transactions contemplated in this Agreement.

(ii) The arbitration case filed by Fenway International Inc. against PHMIC and PSMVI claiming rights over the MPSA has been validly withdrawn and terminated in accordance with the rules of the International Chamber of Commerce.

5.2. Representations and Warranties of the Investors. The Investors hereby represent and warrant to PHA, as of the date of this Agreement and as of Closing Date:

(a) General

(i) The Investors have obtained the consent of all the concerned parties, including government agencies and existing creditors, as applicable, to complete the transactions under this Agreement.

(ii) The Investors have full power, authority, financial capacity, and legal right to enter into this Agreement and to execute and deliver this Agreement. The execution and performance by the Investors of their obligations and the consummation of the transactions contemplated hereby will not result in the breach or cancellation or termination of any of the terms or conditions of, or constitute a default under any agreement, commitment, or other instrument to which the Investors are a party or by which the Investors may be bound or affected or violate any law or any rule or regulation of any administrative agency or governmental body or any order, writ, injunction, or decree of any court, administrative agency or governmental body affecting the Investors, which

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violation will materially and adversely affect the subscription by the Investors of Subscription Shares.

(b) Squidpay Technology Inc.

(i) SPT is duly incorporated and validly existing under the laws of the Philippines, and has full power, authority, financial capacity, and legal right to own its assets and carry on its businesses.

(ii) The Investors are the legal and/or beneficial owners of one hundred percent (100%) of the outstanding capital stock of SPT.

(iii) SPT has an application for EMI License pending approval by the BSP.

5.3. Warranties Accompanying the Assignment of the SPT Shares. In the event that the Investors shall pay the Balance of the Total Consideration through the assignment of SPT Shares, the Investors shall warrant the following, unless otherwise included in the disclosure letter to be submitted to PHA at the time of the assignment:

(i) SPT is free from liabilities other than what is provided in the latest audited and interim financial statements of SPT.

(ii) SPT is the legal and/or beneficial owner of properties disclosed in the latest audited and interim financial statements of SPT.

(iii) SPT has not created any Lien over its properties, other than what is provided in the latest audited and interim financial statements of SPT.

(iv) SPT is not in default of any loan covenant or any other provision of its loans, credit facilities, promissory notes and/or similar instruments with banks, financial and non-financial institutions and other third-party creditors.

(v) SPT has not incurred any additional loans and/or liabilities other than in the usual course of business operations or other than what is provided in the latest audited and interim financial statements of SPT.

(vi) SPT has obtained all material permits, licenses, concessions, and other governmental authorizations, certificates, consents and approvals necessary to: (a) conduct its business and operate its assets as presently conducted and operated; and (b) own its assets.

(vii) SPT is not currently involved, whether as plaintiff or defendant or otherwise, in any civil, criminal, or arbitration proceedings or in any such proceedings before any tribunal.

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**ARTICLE 6**  
**CONDITIONS TO THE INVESTORS' AND PHA'S OBLIGATIONS**

6.1. The subscription of the Investors to the Subscription Shares, is conditioned upon the satisfaction, at or prior to Closing Date, of the following conditions:

6.1.1. Corporate and Governmental Authorizations. PHA has obtained all the corporate and governmental approvals and authorizations necessary for the execution, delivery and performance of the Agreement.

6.1.2. No Material Adverse Change. From the date of this Agreement until the Closing Date, there have been no material adverse change in PHA, PDGI, WPP, GLCI, PHMIC and PSMVI, the Subscription Shares, MPSAs, WPP Properties and GLCI Properties.

6.1.3. Truth of Representations and Warranties. The representations and warranties of PHA contained in this Agreement are true and correct in all material respects on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of such date.

6.1.4. No Litigation Threatened. From the date of this Agreement and until Closing Date, PHA, PDGI, WPP, GLCI, PHMIC and PSMVI are not parties to or have been notified of any action or proceeding which has been instituted or is threatened before a court or other governmental body or by any public authority to restrain or prohibit any of the transactions contemplated hereby.

6.2. The issuance of the Subscription Shares by PHA is conditioned upon the satisfaction, at or prior to Closing Date, of the following conditions:

6.2.1. No Litigation Threatened. No action or proceeding has been instituted, or to the knowledge of the Investors, threatened before a court or other government body or by any public authority to restrain or prohibit any of the transactions contemplated hereby.

6.2.2. Authorizations. The Investors, as applicable, have obtained all authorizations and approvals, corporate or otherwise, necessary to authorize the execution, delivery, and performance of this Agreement.

6.2.3. Truth of Representations and Warranties. The representations and warranties of the Investors in this Agreement are true and correct in all material aspects on and as of Closing Date with the same effect as though such representations and warranties had been made on and as of such date.

**ARTICLE 7**  
**TAXES**

7.1. Taxes. Taxes, registration fees, and other similar fees and taxes due on the original issuance of the Subscription Shares shall be for the account of PHA.

  
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## ARTICLE 8 INDEMNIFICATION

8.1. Indemnity. A Party (the "Indemnifying Party") shall indemnify the other Party (the "Indemnified Party"), without prejudice to the limitations specified in Section 8.2 and 8.3 hereof, from all costs, losses, claims, damages and liabilities, including reasonable attorneys' fees (the "Losses"), incurred by such Indemnified Party and arising out of any breach by the Indemnifying Party of any material obligation or warranty contained in this Agreement, except to the extent such Losses relate to the gross negligence or willful misconduct of the Indemnified Party.

8.2. Limitation on Liability. Notwithstanding any other provision of this Agreement, no Party shall be entitled to indirect, moral, exemplary, nominal, or consequential losses or damages arising out of or in connection with this Agreement.

8.3. Notice. The Indemnified Party may not bring any claim for Losses against the Indemnifying Party, unless the Indemnified Party gives written notice of any such claim, specifying in reasonably sufficient detail the nature of the breach and, to the extent practicable, the amount claimed in respect thereof.

8.4. Survival of Representations and Warranties. The representations and warranties of the Parties hereto contained in this Agreement and the indemnification obligations related thereto pursuant to Sections 8.1 shall survive the Closing but shall terminate and be of no further force or effect upon the expiration of twenty-four (24) months after the Closing Date; and a Party cannot raise an indemnity claim against another Party after such expiration.

8.5. Failure to Close. In the event that Closing does not occur on or before the Long Stop Date, or such later date as may be mutually determined by the Parties, for any reason, this Agreement shall automatically terminate in all respects upon written notice thereby from the Investors to PHA. Upon such termination, all Parties shall be deemed released from any and all obligations that they may have under this Agreement, without prejudice to the rights and/or remedies that may have accrued in favor of the Investors for any breach committed by PHA prior to such termination, inclusive of the right to demand the immediate return of any payments made herein to the Investor except that paid under Section 2.2.1.

8.6. Exclusive Remedy. After the Closing Date, the indemnification provided for in this Article 8 shall be the sole and exclusive remedy of a Party hereto for asserting claims for Losses with respect to the matters covered under Section 8.1, except in cases of fraud, intentional misrepresentation, willful misconduct or criminal conduct by the other Party. The foregoing however shall not limit any right or remedy of a Party available at law or in equity to seek to enforce any covenant, agreement or obligation under this Agreement.



**ARTICLE 9**  
**TERMINATION AND DISPUTE RESOLUTION**

9.1. Amicable Settlement. Any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including any questions regarding its existence, validity or termination, or regarding a breach thereof (each a "Dispute") shall, so far as is possible, be settled amicably between the Parties within thirty (30) days after written notice of such Dispute has been given by one Party to the other Parties. The settlement and, if any, arbitral proceedings pursuant to Section 9.2 shall be kept confidential. If the Parties are unable to settle any such Dispute within such thirty (30)-day period, such Dispute shall be submitted for mediation to PHA's President or his nominee and one of the Investors or his nominee. Such persons shall mediate the Dispute in an effort to assist the Parties to reach a resolution of the Dispute mutually acceptable to the Parties. If the matter is not resolved within thirty (30) days after it has been submitted to such officers, any Party may refer such Dispute to arbitration as set forth in Section 9.2.

9.2. Arbitration Procedure. (a) Subject to Section 9.1, any Dispute shall be finally settled by arbitration under and in accordance with the Philippine Dispute Resolution Center, Inc. (the "Rules") as at present in force, which Rules are deemed to be incorporated by reference into this Section 9.2. The place of arbitration shall be in Pasig. The tribunal shall consist of three (3) arbitrators. The first arbitrator shall be appointed by the Party which provided notice in writing to the other Party informing the latter of its intention to initiate arbitration. The other Party shall appoint the second arbitrator within one (1) month from receipt of the aforementioned notice. The two arbitrators shall appoint the third arbitrator. The proceedings shall be conducted in English, and the arbitrators shall be conversant in and have a thorough command of the English language. The award rendered by the arbitrators shall be final, conclusive and binding on the Parties and judgment thereon may be entered and enforced in any court of competent jurisdiction.

9.3. Termination by Mutual Agreement. Notwithstanding the provisions under Sections 9.1 and 9.2, the Parties, by mutual agreement, may terminate this Agreement. In such case, any and all amounts paid by the Investors except that paid under Section 2.2.1 shall be returned to them and the Parties shall be restored to their circumstances prevailing before Closing. Each Party shall bear its own costs for the mutual restitution under this provision.

**ARTICLE 10**  
**MISCELLANEOUS**

10.1. Notices. Any notice to be given by any Party to this Agreement shall be in writing and in English and shall be delivered personally or sent by certified, registered (return receipt requested) or express mail, postage prepaid, electronic mail or private courier. Any such notice shall be deemed given when received and shall be addressed as follows:

  
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10.1.1. if to PHA to:

**AUGUSTO ANTONIO C. SERAFICA, JR.**  
President  
Premiere Horizon Alliance Corp.  
1705 East Tower, Philippine Stock Exchange Center,  
Exchange Road, Ortigas Center, Pasig City  
[acs@premierehorizon.com](mailto:acs@premierehorizon.com)

10.1.2. if to the Investors to:

**MARVIN DELA CRUZ**  
2402D West Tower, Philippine Stock Exchange Center,  
Exchange Road, Ortigas Center, Pasig City  
[mdc@squid.ph](mailto:mdc@squid.ph)

Any Party may, by notice given in accordance with this Section to the other Parties, designate another address or Person for receipt of notices hereunder.

10.2. Entire Agreement. This Agreement and the Schedules, Annexes and other documents referred to herein, contain the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.

10.3. Waivers and Amendments; Non-Contractual Remedies; Preservation of Remedies. This Agreement may be amended, superseded, cancelled, renewed or extended, and the terms hereof may be waived, only by a written instrument signed by all the Parties or, in the case of a waiver, by the Party waiving compliance. The failure of a Party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

10.4. Binding Effect; No Assignment, No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and permitted assigns. Neither this Agreement, nor any right hereunder, may be assigned by any Party without the prior written consent of the other Party, except that the Assignee may designate a related party to be the Assignee prior to the Closing. Nothing in this Agreement is intended or shall be construed to give any person, other than the Parties hereto, any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein.

10.5. No Joint Venture or Partnership. Notwithstanding anything set forth herein to the contrary, the Parties hereby acknowledge that it is their intention and understanding that the transactions contemplated hereby do not in any way constitute or imply the formation of a joint venture or partnership between the Parties for tax purposes, nor confer upon any Party the right or power to act as agent for, or the responsibility for the acts or commitments of, any other Party.



10.6. Counterparts. This Agreement may be executed in two or more counterparts, each of which when so executed and delivered shall be considered an original, but all of which taken together shall constitute one and the same instrument.

10.7. Severability. If any provision contained in this Agreement or any part thereof shall for any reason be held invalid or unenforceable in any respect under the laws of the Philippines or any other relevant jurisdiction, the remainder of the Agreement shall remain in effect, to the extent permitted by law, and the Parties will negotiate in good faith to replace such provision in light of the intention of the Parties expressed herein.

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

10.9. Publicity. Except as otherwise required by law or any applicable national securities exchange, none of the Parties shall issue any press release or make any other public statement, in each case relating to, connected with or arising out of this Agreement or the matters contained herein, without obtaining the prior approval of the other Party.

10.10. Expenses. The Parties shall pay all of their own expenses relating to the transactions contemplated by this Agreement, including, without limitation, the fees and expenses of their own brokers, finders, agents, representatives, financial consultants, accountants and counsels, except as otherwise agreed.

*(Signature page follows)*

A handwritten signature in black ink, appearing to be the initials 'RAN' with a stylized flourish underneath.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date and place first above written.

**MARVIN DELA CRUZ, RAISSA ABAINZA  
QUERI, ENRICO ALFONSO TAMAYO,  
HARRISON YAP, and ROGELIO DE**

**RAMA**  
*Investors*

By:

  
**Marvin Dela Cruz**

**PREMIERE HORIZON ALLIANCE  
CORPORATION**

By:

  
**Augusto Antonio C. Serafica, Jr.**

  
**Raul Ma. F. Anonas**

## ANNEX A: FORM OF SUBSCRIPTION AGREEMENT

### SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 2020, in \_\_\_\_\_ City, by and between:

\_\_\_\_\_, of legal age, Filipino, and with address at \_\_\_\_\_ (hereinafter referred to as the "Subscriber")

-and-

**PREMIERE HORIZON ALLIANCE CORPORATION**, a corporation duly organized and existing under the laws of the Philippines, with address at 1705 East Tower, Philippine Stock Exchange Center, Exchange Road, Ortigas Center, Pasig City, represented herein by its President and Chief Executive Officer, **AUGUSTO ANTONIO C. SERAFICA, JR.** and its Chief Operating Officer, **RAUL MA. F. ANONAS** (hereinafter referred to as the "Issuer")

#### WITNESSETH THAT-

WHEREAS, currently, the Issuer has an authorized capital stock of \_\_\_\_\_ Pesos (Php\_\_\_\_\_.00) divided into \_\_\_\_\_ (\_\_\_\_\_) common shares with a par value of \_\_\_\_\_ Peso (Php\_\_\_\_\_.00) per share;

WHEREAS, the Subscriber offered to infuse additional capital into the Issuer in exchange for common shares of the Issuer (the "Investment") and the Issuer has accepted the same pursuant to the Memorandum of Agreement executed between the parties on \_\_\_\_\_;

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

1. The Subscriber hereby subscribes to \_\_\_\_\_ (\_\_\_\_\_) common shares of the Issuer at a subscription price of \_\_\_\_\_ Pesos (Php\_\_\_\_) per share, for a total subscription price of \_\_\_\_\_ Pesos (Php\_\_\_\_\_.00), the receipt of which is acknowledged by the Issuer.

2. Each party represents to the other party that all approvals (corporate or otherwise) required for the execution and delivery of this Agreement have been obtained and that this Agreement constitutes a binding obligation of such party, enforceable in accordance with its terms.

3. The documentary stamp tax due on the original issuance of the shares subject of this Agreement and other costs for such issuance shall be for the account of the Issuer.

4. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which constitute one and the same instrument.

5. This Agreement shall be governed by the laws of the Philippines.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and place above written.

**PREMIERE HORIZON ALLICANCE  
CORPORATION**

Issuer

By:

\_\_\_\_\_  
Subscriber

By:

*[insert notarial page]*

## SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement") is made this 29<sup>th</sup> day of October 2020, in PASIG CITY City, by and between:

**MARVIN DELA CRUZ,**   
  
 Metro Manila (hereinafter referred to as the "Subscriber")

-and-

**PREMIERE HORIZON ALLIANCE CORPORATION**, a corporation duly organized and existing under the laws of the Philippines, with address at 1705 East Tower, Philippine Stock Exchange Center, Exchange Road, Ortigas Center, Pasig City, represented herein by its President and Chief Executive Officer, **AUGUSTO ANTONIO C. SERAFICA, JR.** and its Chief Operating Officer, **RAUL MA. F. ANONAS** (hereinafter referred to as the "Issuer")

### WITNESSETH THAT-

WHEREAS, currently, the Issuer has an authorized capital stock of Five Hundred Sixty-Three Million Five Hundred Fifty-Six Thousand Pesos (Php563,556,000.00) divided into Two Billion Two Hundred Fifty-Four Million Two Hundred Twenty-Four Thousand (2,254,224,000) common shares with a par value of Twenty-Five Centavos (Php0.25) per share;

WHEREAS, the Subscriber offered to infuse additional capital into the Issuer in exchange for common shares of the Issuer (the "Investment") and the Issuer has accepted the same pursuant to the Memorandum of Agreement executed between the parties on 29 October 2020;

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

1. The Subscriber hereby subscribes to Two Hundred Forty-Two Million Four Hundred Twenty-Four Thousand Two Hundred Forty-Three (242,424,243) common shares of the Issuer at a subscription price of Thirty-Three Centavos (Php0.33) per share, for a total subscription price of Eighty Million Pesos (Php80,000,000.00), the receipt of which is acknowledged by the Issuer.

2. Each party represents to the other party that all approvals (corporate or otherwise) required for the execution and delivery of this Agreement have been obtained and that this Agreement constitutes a binding obligation of such party, enforceable in accordance with its terms.

3. The documentary stamp tax due on the original issuance of the shares subject of this Agreement and other costs for such issuance shall be for the account of the Issuer.

*Rfa*

4. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which constitute one and the same instrument.

5. This Agreement shall be governed by the laws of the Philippines.

*(signature page follows)*

Rfn

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and place above written.

**PREMIERE HORIZON ALLIANCE CORPORATION**

Issuer



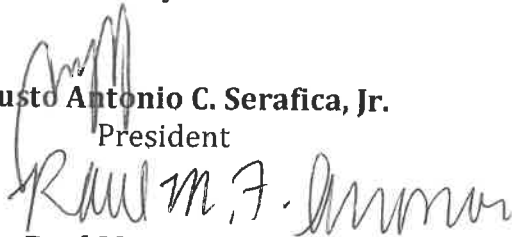
**MARVIN DELA CRUZ**

Subscriber

By:

**Augusto Antonio C. Serafica, Jr.**

President



**Raul Ma. F. Anonas**

Chief Operating Officer

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)

City of \_\_\_\_\_) S.S.

**PASIG CITY**

**OCT 29 2020**

BEFORE ME, a Notary Public for and in **PASIG CITY** on this \_\_\_ day of \_\_\_\_, 2020 personally appeared:

NAME	Issued ID	Place/Date of Issue
Marvin Dela Cruz	[REDACTED]	[REDACTED]
Augusto Antonio C. Serafica, Jr.	[REDACTED]	[REDACTED]
Raul Ma. F. Anonas	[REDACTED]	[REDACTED]

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed. This instrument refers to a *Subscription Agreement* which consists of three (3) pages, including the page whereon this acknowledgment is written, and which is signed by the parties and instrumental witnesses on each and every page thereof.

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

Doc. No. 199  
Page No. 41  
Book No. CLLXIX  
Series of 2020.

**EDWIN VELASCO**  
NOTARY PUBLIC  
PASIG PATEROS & SAN JUAN  
UNTIL DEC. 31, 2020  
PTR NO. 6423914/1-2-20  
IBP NO. 058001/APPT. NO. 5412019-20  
ROLL NO. 28000  
TIN NO. 210-563-187-000  
MCLE V-000493  
2ND FLOOR, BLDG. URBANO  
VELASCO AVE. PASIG CITY



## SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement") is made this 29<sup>th</sup> day of October 2020, in PASIG CITY City, by and between:

**RAISSA ABAINZA QUERI**, [REDACTED] P.  
[REDACTED] Manila (hereinafter referred to as the "Subscriber")

-and-

**PREMIERE HORIZON ALLIANCE CORPORATION**, a corporation duly organized and existing under the laws of the Philippines, with address at 1705 East Tower, Philippine Stock Exchange Center, Exchange Road, Ortigas Center, Pasig City, represented herein by its President and Chief Executive Officer, **AUGUSTO ANTONIO C. SERAFICA, JR.** and its Chief Operating Officer, **RAUL MA. F. ANONAS** (hereinafter referred to as the "Issuer")

### WITNESSETH THAT-

WHEREAS, currently, the Issuer has an authorized capital stock of Five Hundred Sixty-Three Million Five Hundred Fifty-Six Thousand Pesos (Php563,556,000.00) divided into Two Billion Two Hundred Fifty-Four Million Two Hundred Twenty-Four Thousand (2,254,224,000) common shares with a par value of Twenty-Five Centavos (Php0.25) per share;

WHEREAS, the Subscriber offered to infuse additional capital into the Issuer in exchange for common shares of the Issuer (the "Investment") and the Issuer has accepted the same pursuant to the Memorandum of Agreement executed between the parties on 29 October 2020;

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

1. The Subscriber hereby subscribes to Twelve Million One Hundred Twenty-One Thousand Two Hundred Twelve (12,121,212) common shares of the Issuer at a subscription price of Thirty-Three Centavos (Php0.33) per share, for a total subscription price of Four Million Pesos (Php4,000,000.00), the receipt of which is acknowledged by the Issuer.

2. Each party represents to the other party that all approvals (corporate or otherwise) required for the execution and delivery of this Agreement have been obtained and that this Agreement constitutes a binding obligation of such party, enforceable in accordance with its terms.

RFA

Alein

3. The documentary stamp tax due on the original issuance of the shares subject of this Agreement and other costs for such issuance shall be for the account of the Issuer.

4. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which constitute one and the same instrument.

5. This Agreement shall be governed by the laws of the Philippines.

*(signature page follows)*

*Alvin*

*RJM*


IN WITNESS WHEREOF, the parties have executed this Agreement on the date and place above written.

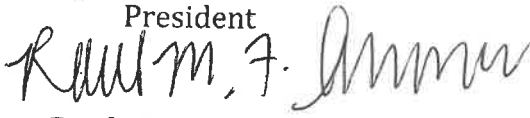
**PREMIERE HORIZON ALLIANCE CORPORATION**  
Issuer



**RAISSA ABAINZA QUERI**  
Subscriber

By:

  
**Augusto Antonio C. Serafica, Jr.**  
President

  
**Raul Ma. F. Anonas**  
Chief Operating Officer

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
City of \_\_\_\_\_) S.S.

**PASIG CITY**

**OCT 29 2020**


**BEFORE ME**, a Notary Public for and in **PASIG CITY** on this \_\_\_ day of \_\_\_\_\_, 2020 personally appeared:

NAME	Issued ID	Place/Date of Issue
Raissa Abainza Queri	[REDACTED]	[REDACTED]
Augusto Antonio C. Serafica, Jr.	PH Passport No. P2246276A	Issued on 11 March 2017 and expiring on 10 March 2022
Raul Ma. F. Anonas	PH Passport No. P2087338A	Issued on 2 March 2017 and expiring 1 March 2022

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed. This instrument refers to a *Subscription Agreement* which consists of three (3) pages, including the page whereon this acknowledgment is written, and which is signed by the parties and instrumental witnesses on each and every page thereof.

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

Doc. No. 290  
Page No. 46  
Book No. CCXIX  
Series of 2020.

  
NOTARY PUBLIC  
PASIG PATEROS & SAN JUAN  
UNTIL DEC. 31, 2020  
PTR NO. 042021411-0-20  
IBP NO. OF CHARTERED, 0412019-20  
TIN NO. 000-194-000  
SOLE V-001493  
2ND FLOOR ARNAL BLDG. URBANO  
VELASCO AVE. MALINAO, PASIG CITY.

**SUBSCRIPTION AGREEMENT**

This Subscription Agreement (this "Agreement") is made this 29<sup>th</sup> day of October 2020, in PASIG CITY City, by and between:

**ROGELIO DE RAMA**, [REDACTED] (hereinafter referred to as the "Subscriber")

-and-

**PREMIERE HORIZON ALLIANCE CORPORATION**, a corporation duly organized and existing under the laws of the Philippines, with address at 1705 East Tower, Philippine Stock Exchange Center, Exchange Road, Ortigas Center, Pasig City, represented herein by its President and Chief Executive Officer, **AUGUSTO ANTONIO C. SERAFICA, JR.** and its Chief Operating Officer, **RAUL MA. F. ANONAS** (hereinafter referred to as the "Issuer")

WITNESSETH THAT-

WHEREAS, currently, the Issuer has an authorized capital stock of Five Hundred Sixty-Three Million Five Hundred Fifty-Six Thousand Pesos (Php563,556,000.00) divided into Two Billion Two Hundred Fifty-Four Million Two Hundred Twenty-Four Thousand (2,254,224,000) common shares with a par value of Twenty-Five Centavos (Php0.25) per share;

WHEREAS, the Subscriber offered to infuse additional capital into the Issuer in exchange for common shares of the Issuer (the "Investment") and the Issuer has accepted the same pursuant to the Memorandum of Agreement executed between the parties on 29 October 2020;

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

1. The Subscriber hereby subscribes to Three Million Thirty Thousand Three Hundred Three (3,030,303) common shares of the Issuer at a subscription price of Thirty-Three Centavos (Php0.33) per share, for a total subscription price of One Million Pesos (Php1,000,000.00), the receipt of which is acknowledged by the Issuer.

2. Each party represents to the other party that all approvals (corporate or otherwise) required for the execution and delivery of this Agreement have been obtained and that this Agreement constitutes a binding obligation of such party, enforceable in accordance with its terms.

3. The documentary stamp tax due on the original issuance of the shares subject of this Agreement and other costs for such issuance shall be for the account of the Issuer.

4. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which constitute one and the same instrument.

5. This Agreement shall be governed by the laws of the Philippines.

*(signature page follows)*


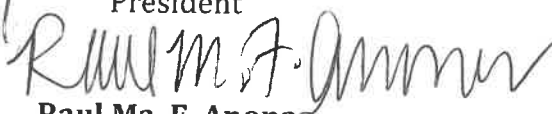
A handwritten signature in black ink, located on the right side of the page. The signature is stylized and appears to consist of several overlapping loops and lines.A handwritten signature in black ink, located at the bottom center of the page. The signature is more compact and appears to be a single name or set of initials.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and place above written.

**PREMIERE HORIZON ALLIANCE  
CORPORATION**  
Issuer

  
**ROGELIO DE RAMA**  
Subscriber



By:

  
**Augusto Antonio C. Serafica, Jr.**  
President  
  
**Raul Ma. F. Anonas**  
Chief Operating Officer

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
City of PASIG CITY, S.S.

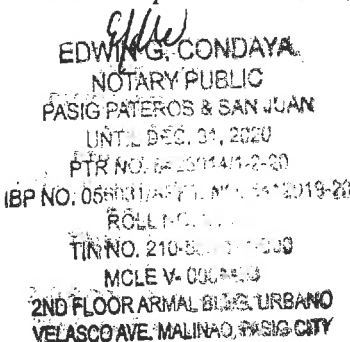
**OCT 29 2020**  
BEFORE ME, a Notary Public for and in PASIG CITY on this \_\_\_ day of \_\_\_, 2020  
personally appeared:

NAME	Issued ID	Place/Date of Issue
Rogelio De Rama		
Augusto Antonio C. Serafica, Jr.	PH Passport No. P2246276A	Issued on 11 March 2017 and expiring on 10 March 2022
Raul Ma. F. Anonas	PH Passport No. P2087338A	Issued on 2 March 2017 and expiring 1 March 2022

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed. This instrument refers to a *Subscription Agreement* which consists of three (3) pages, including the page whereon this acknowledgment is written, and which is signed by the parties and instrumental witnesses on each and every page thereof.

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

Doc. No. 202  
Page No. 112  
Book No. CC091X  
Series of 2020.

  
EDWING G. CONDAYA  
NOTARY PUBLIC  
PASIG PATEROS & SAN JUAN  
UNTIL DEC. 31, 2020  
PTR NO. 6420141-2-20  
IBP NO. 0560314171-NM-0412019-20  
ROLL NO. 1111  
TIN NO. 210-810-1-010  
MCLE V-000000  
2ND FLOOR ARMAL BLDG. URBANO  
VELASCO AVE. MALINAO, PASIG CITY

## SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement") is made this 29<sup>th</sup> day of October 2020, in \_\_\_\_\_ City, by and between:

**PASIG CITY**

**ENRICO ALFONSO TAMAYO,** 

(hereinafter referred to as the "Subscriber")

-and-

**PREMIERE HORIZON ALLIANCE CORPORATION**, a corporation duly organized and existing under the laws of the Philippines, with address at 1705 East Tower, Philippine Stock Exchange Center, Exchange Road, Ortigas Center, Pasig City, represented herein by its President and Chief Executive Officer, **AUGUSTO ANTONIO C. SERAFICA, JR.** and its Chief Operating Officer, **RAUL MA. F. ANONAS** (hereinafter referred to as the "Issuer")

### WITNESSETH THAT-

WHEREAS, currently, the Issuer has an authorized capital stock of Five Hundred Sixty-Three Million Five Hundred Fifty-Six Thousand Pesos (Php563,556,000.00) divided into Two Billion Two Hundred Fifty-Four Million Two Hundred Twenty-Four Thousand (2,254,224,000) common shares with a par value of Twenty-Five Centavos (Php0.25) per share;

WHEREAS, the Subscriber offered to infuse additional capital into the Issuer in exchange for common shares of the Issuer (the "Investment") and the Issuer has accepted the same pursuant to the Memorandum of Agreement executed between the parties on 29 October 2020;

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


1. The Subscriber hereby subscribes to Three Million Thirty Thousand Three Hundred Three (3,030,303) common shares of the Issuer at a subscription price of Thirty-Three Centavos (Php0.33) per share, for a total subscription price of One Million Pesos (Php1,000,000.00), the receipt of which is acknowledged by the Issuer.
2. Each party represents to the other party that all approvals (corporate or otherwise) required for the execution and delivery of this Agreement have been obtained and that this Agreement constitutes a binding obligation of such party, enforceable in accordance with its terms.
3. The documentary stamp tax due on the original issuance of the shares subject of this Agreement and other costs for such issuance shall be for the account of the Issuer.


4. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which constitute one and the same instrument.

5. This Agreement shall be governed by the laws of the Philippines.

*(signature page follows)*

A handwritten signature in blue ink, consisting of a vertical line with a loop at the bottom and a horizontal stroke at the top.A handwritten signature in black ink, appearing to be the letters 'Rfu' in a cursive style.

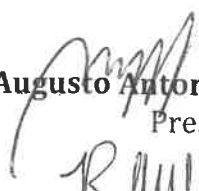


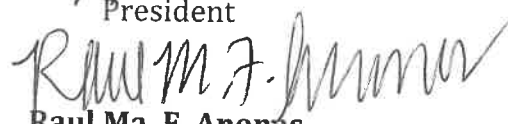
IN WITNESS WHEREOF, the parties have executed this Agreement on the date and place above written.

**PREMIERE HORIZON ALLIANCE  
CORPORATION**  
Issuer

  
**ENRICO ALFONSO TAMAYO**  
Subscriber

By:



  
**Augusto Antonio C. Serafica, Jr.**  
President

  
**Raul Ma. F. Anonas**  
Chief Operating Officer

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES  
City of \_\_\_\_\_ ) S.S.

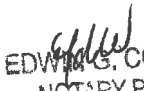
**BEFORE ME**, a Notary Public for and in **PASIG CITY** on this **OCT 29 2020** day of \_\_\_\_\_, 2020 personally appeared:

NAME	Issued ID	Place/Date of Issue
Enrico Alfonso Tamayo		
Augusto Antonio C. Serafica, Jr.	PH Passport No. P2246276A	Issued on 11 March 2017 and expiring on 10 March 2022
Raul Ma. F. Anonas	PH Passport No. P2087338A	Issued on 2 March 2017 and expiring 1 March 2022

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed. This instrument refers to a *Subscription Agreement* which consists of three (3) pages, including the page whereon this acknowledgment is written, and which is signed by the parties and instrumental witnesses on each and every page thereof.

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

Doc. No. 203  
Page No. 43  
Book No. CC41X  
Series of 2020.

  
**EDWINA S. CONDAYA**  
NOTARY PUBLIC  
PASIG PATEROS & SAN JUAN  
UNTIL DEC. 31, 2020  
PTR NO. 8423314/1-2-20  
IBP NO. 058031/APPT. NO. 5412019-20  
ROLL NO. 26683  
TIN NO. 210-588-191-000  
MCLE V-0004493  
ARMA BLDG. URBANO  
MAYORALDADO, PASIG CITY

## SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "Agreement") is made this 29<sup>th</sup> day of October 2020, in Manila City, by and between:

**HARRISON YAP**, [REDACTED] (hereinafter referred to as the "Subscriber")

-and-

**PREMIERE HORIZON ALLIANCE CORPORATION**, a corporation duly organized and existing under the laws of the Philippines, with address at 1705 East Tower, Philippine Stock Exchange Center, Exchange Road, Ortigas Center, Pasig City, represented herein by its President and Chief Executive Officer, **AUGUSTO ANTONIO C. SERAFICA, JR.** and its Chief Operating Officer, **RAUL MA. F. ANONAS** (hereinafter referred to as the "Issuer")

### WITNESSETH THAT-

WHEREAS, currently, the Issuer has an authorized capital stock of Five Hundred Sixty-Three Million Five Hundred Fifty-Six Thousand Pesos (Php563,556,000.00) divided into Two Billion Two Hundred Fifty-Four Million Two Hundred Twenty-Four Thousand (2,254,224,000) common shares with a par value of Twenty-Five Centavos (Php0.25) per share;

WHEREAS, the Subscriber offered to infuse additional capital into the Issuer in exchange for common shares of the Issuer (the "Investment") and the Issuer has accepted the same pursuant to the Memorandum of Agreement executed between the parties on 29 October 2020;

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

1. The Subscriber hereby subscribes to Three Million Thirty Thousand Three Hundred Three (3,030,303) common shares of the Issuer at a subscription price of Thirty-Three Centavos (Php0.33) per share, for a total subscription price of One Million Pesos (Php1,000,000.00), the receipt of which is acknowledged by the Issuer.
2. Each party represents to the other party that all approvals (corporate or otherwise) required for the execution and delivery of this Agreement have been obtained and that this Agreement constitutes a binding obligation of such party, enforceable in accordance with its terms.
3. The documentary stamp tax due on the original issuance of the shares subject of this Agreement and other costs for such issuance shall be for the account of the Issuer.

*Rfa*

4. This Agreement may be signed in any number of counterparts, each of which shall be deemed an original and all of which constitute one and the same instrument.

5. This Agreement shall be governed by the laws of the Philippines.

*(signature page follows)*

A handwritten signature in black ink, appearing to be the initials 'RJM' with a stylized flourish.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and place above written.

**PREMIERE HORIZON ALLIANCE  
CORPORATION**

Issuer

By:

  
**Augusto Antonio C. Serafica, Jr.**  
President



  
**Raul Ma. F. Anonas**  
Chief Operating Officer

  
**HARRISON YAP**  
Subscriber

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
City of PASIG CITY) S.S.

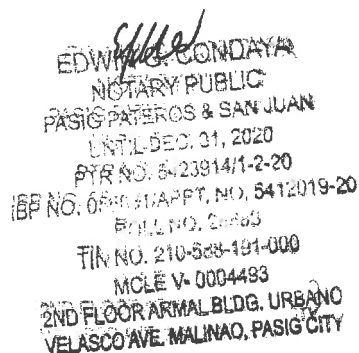
**BEFORE ME**, a Notary Public for and in PASIG CITY on this OCT 29 2020 day of \_\_\_\_\_, 2020 personally appeared:

NAME	Issued ID	Place/Date of Issue
Harrison Yap		
Augusto Antonio C. Serafica, Jr.	PH Passport No. P2246276A	Issued on 11 March 2017 and expiring on 10 March 2022
Raul Ma. F. Anonas	PH Passport No. P2087338A	Issued on 2 March 2017 and expiring 1 March 2022

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed. This instrument refers to a *Subscription Agreement* which consists of three (3) pages, including the page whereon this acknowledgment is written, and which is signed by the parties and instrumental witnesses on each and every page thereof.

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

Doc. No. 201  
Page No. 42  
Book No. CCAX  
Series of 2020.

  
EDWINA G. CONDAYA  
NOTARY PUBLIC  
PASIG PATEROS & SAN JUAN  
UNTIL DEC. 31, 2020  
BYR NO. 6423914/1-2-20  
IBP NO. 6423914/1-2-20  
PILL NO. 2020  
TIN NO. 210-888-191-000  
MCLE V-0004493  
2ND FLOOR ARMAL BLDG. URBANO  
VELASCO AVE. MALINAO, PASIG CITY

## ANNEX “G”

### A. COPIES OF ALL AGREEMENTS DULY EXECUTED THAT ARE RELEVANT TO THE TRANSACTION

Please see attached:

Annex A –Memorandum of Agreement dated October 29, 2020.

Annex B - Subscription Agreement dated October 29, 2020 between PHA and Mr. Marvin Dela Cruz.

Annex C - Subscription Agreement dated October 29, 2020 between PHA and Ms. Raissa Abainza Queri.

Annex D - Subscription Agreement dated October 29, 2020 between PHA and Mr. Rogelio de Rama.

Annex E - Subscription Agreement dated October 29, 2020 between PHA and Mr. Enrico Alfonso Tamayo

Annex F – Subscription Agreement dated October 29, 2020 between PHA and Mr. Harrison Yap.

### B. NATURE AND DESCRIPTION OF THE PROPOSED TRANSACTION, INCLUDING THE TIMETABLE FOR IMPLEMENTATION, AND RELATED REGULATORY REQUIREMENTS IF APPLICABLE

The transaction involves the subscription of a group of investors to new shares. Summarized below is the schedule of subscription and applicable regulatory requirements:

Oct 29, 2020	MOA signing and subscription and full payment by the investor group to 263.6M new shares at Php0.33 per share corresponding to 11.7% post-subscription from the remaining unissued capital stock out of the total authorized capital stock of 2.254B shares.
Dec 17, 2020	Annual shareholders meeting. Seek shareholder approval and ratification for:  i. an increase in the company’s Authorized Capital Stock of 3.746B shares to a total ACS of 6.0B shares; and  ii. the subscription to 2.803B shares by the investor group consisting of: a. 263.6M fully paid shares; and b. 2.54B partially paid shares (25% paid-up)  iii. approval of the transaction in compliance with the PSE Rules on Backdoor Listing and Additional Listing of Shares  Collectively, the above subscription will allow the investor group to own 55% of PHA, post-subscription to the increase in authorized capital stock.
Dec 18, 2020	Signing of the Subscription Agreement covering 2.54B new shares.

January 2021	Application to SEC for the increase in ACS of 3.746B shares to get to a total of 6.0B shares post increase in ACS.
Q1 2021	Target for SEC approval of the increase in ACS.

**C. REASON/PURPOSE OF THE TRANSACTION INCLUDING THE BENEFITS WHICH ARE EXPECTED TO BE ACCRUED TO THE LISTED ISSUER AS A RESULT OF THE TRANSACTION**

As a countryside enabler, PHA is involved in three business pursuits: mining, real estate, and tourism. Mining helps put value to natural resources, real estate unlocks countryside land values, and tourism helps promote the countryside's natural beauty and provides a source of income to local residents. Consistent with our vision and mission of invigorating the countryside, PHA also intends to enter the Fintech industry by making SquidPay Technology, Inc. (“SPT”) a subsidiary (subject to a valuation beneficial to PHA shareholders). PHA envisions to help empower the unbanked and the general population through SPT's electronic payment and collection system. The need to partner with the investor group is vital as it includes the necessary cash infusion and new business partnerships. The synergies in the four businesses will allow PHA to increase shareholder value further.

**D. THE AGGREGATE VALUE OF THE CONSIDERATION, EXPLAINING HOW THIS IS TO BE SATISFIED, INCLUDING THE TERMS OF ANY ARRANGEMENTS FOR PAYMENT ON A DEFERRED BASIS**

The aggregate value of the consideration is Nine Hundred Twenty-Five Million Pesos (Php925,000,000.00), representing Two Billion Eight Hundred Three Million Thirty Thousand Three Hundred three (2,803,030,303) common shares of PHA valued at Php 0.33 per share. This shall be paid as follows:

1. The amount of Eighty-Seven Million Pesos (Php87,000,000.00) upon execution of the agreement;
2. One Hundred Thirteen Million Pesos (Php113,000,000.00) on or before 18 December 2020;
3. One Hundred Million Pesos (Php100,000,000.00) before the filing of the increase of authorized capital stock of PHA; and

Six Hundred Twenty-Five Million Pesos (Php625,000,000.00) consisting of cash and/or assets, including shares held by Investors in SPT, to be paid or delivered not later than twenty-four (24) months from the signing of the agreement, or at a mutually agreed period of the parties. The proposed acquisition of SPT shares is subject to an acceptable valuation that will be beneficial to PHA shareholders.

**E. THE BASIS UPON WHICH THE CONSIDERATION OR THE ISSUE VALUE WAS DETERMINED**

The issue value of Php 0.33 per share approximates the consolidated audited net book value per share of PHA as of December 31, 2019.

**F. FOR CASH CONSIDERATIONS, THE DETAILED WORK PROGRAM OF THE APPLICATION OF PROCEEDS, THE CORRESPONDING TIMETABLE OF DISBURSEMENTS AND STATUS OF EACH PROJECT INCLUDED IN THE WORK PROGRAM. FOR DEBT RETIREMENT APPLICATION, STATE WHICH PROJECTS WERE FINANCED BY DEBT BEING RETIRED, THE PROJECT COST, AMOUNT OF PROJECT FINANCED BY DEBT AND FINANCING SOURCES FOR THE REMAINING COST OF THE PROJECT**

Of the Transaction consideration, Php300M cash will be paid to PHA within the next few months while the balance of Php625M will be paid in either cash, assets or a combination of both within a two-year period. Given these, PHA's plans for usage of proceeds only cover the initial Php300M.

The Php300M proceeds will be used to continue PHA's primary business as an investment holding company. The biggest use (42% of the proceeds) will be to fund the continuing business development activities of the subsidiaries. The second biggest (29%) use will be for debt and liabilities servicing. The remaining balance of 29% will be used for taxes and licenses as well as for PHA's operating expenses. The table summarizes the uses as well as the timetable of disbursements.

	<b>2020</b>	<b>2021</b>
Advances to subsidiaries for business development	80	45
Debt and liability services	74	12
Taxes and licenses	51	3
Operating expenses	5	30
	<b>210</b>	<b>90</b>
	<b>300</b>	

**G. THE LISTED COMPANY MUST PRESENT A STATEMENT OF ACTIVE BUSINESS PURSUITS AND OBJECTIVES WHICH DETAILS THE STEPS UNDERTAKEN AND PROPOSED TO BE UNDERTAKEN BY THE ISSUER IN ORDER TO ADVANCE ITS BUSINESS**

There is no change in PHA's business pursuits and objectives. The company will continue to undertake existing business plans in the mining, real estate and tourism industries.

## **H. EFFECTS IN THE LISTED COMPANY BEFORE AND AFTER THE TRANSACTION ON THE FOLLOWING:**

1. Increase in Authorized Capital Stock  
Increase in ACS by Php936,444,000 representing 3,745,776,000 shares to reach 6,000,000,000 shares with a par value of Php 0.25 per share
2. Change in Nature of Business  
There is no change in the nature of business as an investment holding company.
3. Change in Board of Directors and Officers  
Upon closing on December 18, 2020 (after the AGM on December 17, 2020), the new investor will nominate 4 directors to the BOD (3 regular members and 1 independent) out of the total nine board seats.
4. Change in Name  
There will be no change in name.
5. Organizational Structure (Including Percentage Holdings to Total Outstanding Shares) of the Issuer Before and After the Transaction

Prior to the Transaction, the investor group owns 0% of PHA.

After the Transaction, the investor group will own 55% of PHA.

After securing the approval of the shareholders from the Annual Shareholders Meeting, the investor group shall have the right to appoint the Chairman, Executive Committee Chairman, Chief Operating Officer, Chief Financial Officer and Treasurer

6. Capital Structure of the Listed Company

Please see Annex H.

## **I. ADDITIONAL INFORMATION ON THE UNLISTED COMPANY INCLUDING BUT NOT LIMITED TO:**

### **Nature and business**

Squidpay Technology, Inc., was registered in the Philippines Securities and Exchange Commission on May 21, 2020. The Company's primary purpose is to provide online and offline payment solutions for automated fare collections, bills payment, e-commerce payments, merchants payment services and electronic loading. Its principal office is located in 2402D Philippine Stock Exchange Center, San Antonio, Pasig City.

Please See Annex I for the AOI and Annex J for the BS and IS as of 9 Nov 2020.

### **Discussion of major projects and investments**

Please see Annex K.



**List of subsidiaries and affiliates, with percentage holdings**

<b>Name of Subsidiary or Affiliate</b>	<b>% Ownership</b>
None	0

**Capital structure**

Authorized capital stock

<b>Type of Security</b>	<b>Amount</b>	<b>Number of Shares</b>
Common	100,000,000	400,000,000

Subscribed Shares

<b>Type of Security</b>	<b>Amount</b>	<b>Number of Shares</b>
Common	100,000,000	400,000,000

Paid-Up Capital

<b>Amount</b>	100,000,000
<b>Number of Shares</b>	400,000,000

Issued Shares

<b>Type of Security</b>	<b>Amount</b>	<b>Number of Shares</b>
Common	100,000,000	400,000,000

Outstanding Shares

<b>Type of Security</b>	<b>Amount</b>	<b>Number of Shares</b>
Common	100,000,000	400,000,000

Par Value

<b>Type of Security</b>	<b>Amount</b>
Common	0.25

Ownership Structure (including percentage holdings)

<b>Name</b>	<b>Number of Shares</b>	<b>% Ownership</b>
Marvin Dela Cruz	300,000,000	75
Raissa Abainza Queri	55,000,000	13.75
Enrico Alfonso Tamayo	20,000,000	5
Harrison Hao Yap	20,000,000	5
Rogelio De Rama	5,000,000	1.25

Board of Directors

<b>Name</b>	<b>(Regular or Independent)</b>
Marvin Dela Cruz	Regular
Raissa Abainza Queri	Regular
Enrico Alfonso Tamayo	Regular
Harrison Hao Yap	Regular
Rogelio De Rama	Regular

#### Principal Officers

<b>Name</b>	<b>(Regular or Independent)</b>
Marvin Dela Cruz	CEO
Raissa Abainza Queri	Corporate Secretary
Enrico Alfonso Tamayo	President
Harrison Hao Yap	Treasurer
Rogelio De Rama	Assistant Corporate Secretary

#### **J. THE INTEREST WHICH DIRECTORS OF THE PARTIES TO THE TRANSACTION HAVE IN THE TRANSACTION**

The new Investor group's fund infusion will enhance the working capital of PHA thereby ensuring its continuous operation plus the ability to pursue its mission as a countryside developer. The directors of PHA have no personal interest in the transaction.

Other than the acquisition of PHA shares, the investor group have no other personal interest in the transaction.

#### **K. STATEMENT AS TO THE STEPS TO BE TAKEN, IF ANY, TO SAFEGUARD THE INTERESTS OF THE SHAREHOLDERS**

The infusion of cash by the investor group provided liquidity that allowed for the preservation of PHA's asset values. Furthermore, with the possible significant investment into SPT, PHA's shareholder values may be enhanced.

The PHA shareholders can vote in favor of, against, or abstain on the transaction and the increase in authorized capital stock during the PHA Annual Stockholders' Meeting on December 17, 2020.

The proposed acquisition of SPT shares is subject to an acceptable valuation that will be beneficial to PHA shareholders.

#### **L. OTHER RELEVANT INFORMATION**

##### Clarification on the difference in PSE's records on the number of issued shares of PHA

The issued shares as of reporting date is 1,990,480,889 and not 1,815,480,889 as indicated in the PSE records. This is because the subscription receivable for the 175,000,000 shares has been fully collected and issued as of December 31, 2019. The information on the collection of the subscription receivables were reported in the 2019 Annual Report.

##### Ownership Structure

Please see attached Annex H.

##### Board of Directors

Upon closing on December 18, 2020 (after the AGM on December 17, 2020), the new investor will nominate 4 directors to the BOD (3 regular members and 1 independent) out of the total nine board seats.

##### Information on New Subscribers

For information on the new subscribers, please see Annex L.

## OWNERSHIP STRUCTURE

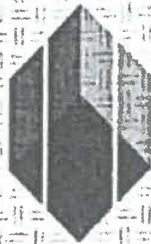
## ANNEX H

	Before		After	
	Number of shares	%	Number of shares	%
1 PCD NOMINEE CORPORATION	1,629,548,876	81.87%	1,629,548,876	31.97%
2 PCD NOMINEE CORPORATION - (NON-FILIPINO)	143,003,303	7.18%	143,003,303	2.81%
3 AUGUSTO C. SERAFICA, JR.	70,000,001	3.52%	70,000,001	1.37%
4 SISO M. LAO	55,000,000	2.76%	55,000,000	1.08%
5 TEOFILO HENSON	50,000,000	2.51%	50,000,000	0.98%
6 S CAPITAL CORP.	36,000,000	1.81%	36,000,000	0.71%
7 ANTONIO ONG	1,500,000	0.08%	1,500,000	0.03%
8 RENATO Y. CHUA	1,050,000	0.05%	1,050,000	0.02%
9 RAUL A. ALON	500,000	0.03%	500,000	0.01%
10 LILY ROSE DE LEON	475,000	0.02%	475,000	0.01%
11 SHIRLEY Y. SEE	300,000	0.02%	300,000	0.01%
12 PHILIP Z. DABAO	200,000	0.01%	200,000	0.00%
13 LEONCIO TAN TIU	200,000	0.01%	200,000	0.00%
14 LOLITA S. PAMA	150,000	0.01%	150,000	0.00%
15 ARTEMIO TUANO ENGRACIA	125,000	0.01%	125,000	0.00%
16 TEE LING KIAT&/OR LEE LIN HO	115,000	0.01%	115,000	0.00%
17 TEODORA G. YU	100,000	0.01%	100,000	0.00%
18 VIRGINIA D. SEANGIO	100,000	0.01%	100,000	0.00%
19 DAVID L. KHO	100,000	0.01%	100,000	0.00%
20 ELEANOR C. SANTOS	100,000	0.01%	100,000	0.00%
21 MINORITY SHAREHOLDERS	1,913,709	0.10%	1,913,709	0.04%
22 Marvin Dela Cruz Group	-	0.00%	2,803,030,303	55.00%
23 Augusto C Serafica Group (Creditor Group)	-	0.00%	303,030,304	5.95%
	<b>1,990,480,889</b>	<b>100.00%</b>	<b>5,096,541,496</b>	<b>100.00%</b>

**Note**

The final individual ownership structure of the investor groups cannot yet be determined as of this time since these are still being finalized and are subject to changes during the subscription period.

**ANNEX I'**



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

**COMPANY REG NO. CS202003801**

**CERTIFICATE OF INCORPORATION**

**KNOW ALL PERSONS BY THESE PRESENTS:**

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

**Squidpay Technology Inc.**

**Doing business under  
SquidPay**

were duly approved by the Commission on this date upon the issuance of this Certificate of Incorporation and By Laws in accordance with the Revised Corporation Code of the Philippines (Republic Act No. 11232), 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.

**This Certificate DOES NOT AUTHORIZE INVESTMENT SOLICITATION AND INVESTMENT-TAKING WITHOUT A SECONDARY LICENSE FROM THIS COMMISSION.**

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

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of this Commission to be affixed to this Certificate at PICC Secretariat Bldg., PICC Complex Pasay City, Metro Manila, Philippines, this day of 21, May, Twenty Twenty.



For SEC use only  
K64921 (PSC as reserved)

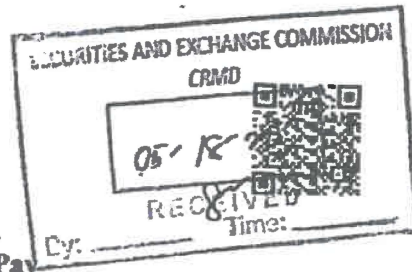
**GERARDO F. DEL ROSARIO**

Director

Company Registration and Monitoring Department



Articles of Incorporation  
Of  
Squidpay Technology Inc.  
Doing business under SquidPay



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 WE HEREBY CERTIFY:

FIRST: That the name of said corporation shall be  
**Squidpay Technology Inc. Doing business under SquidPay**

SECOND: That the primary purpose for which such corporation is incorporated:  
**To provide online and offline payment solutions for automated fare collections, bills payment, e-commerce payments, merchants payment services and electronic loading.**

Provided that the corporation shall not solicit, accept or take investments/placements from the public neither shall it issue investment contracts.

THIRD: That the principal office of the corporation is located in  
**2402D Philippine Stock Exchange Center San Antonio CITY OF PASIG, SECOND DISTRICT, NCR, Philippines, 1600**

FOURTH: That the term for which said 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
Marvin Cruz Dela Cruz	Filipino	[Redacted] Philippines, 1500
Raissa Abainza Queri	Filipino	[Redacted] Philippines, 1500
Enrico Alfonso Tamayo	Filipino	[Redacted] Philippines, 1740

*[Handwritten signatures and initials on the right margin]*

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SEC Company Registration System.



Harrison Hao Yap

Filipino

[REDACTED]

Rogelio De Rama

Filipino

[REDACTED] OF MAKIKINA, SECOND

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

NAME	NATIONALITY	RESIDENCE
Marvin Cruz Dela Cruz	Filipino	[REDACTED] ND Philippines, 1500
Raissa Abainza Queri	Filipino	[REDACTED]
Enrico Alfonso Tamayo	Filipino	[REDACTED]
Harrison Hao Yap	Filipino	[REDACTED]
Rogelio De Rama	Filipino	[REDACTED] D

*Alvin Man*

SEVENTH: That the authorized capital stock of the corporation is One Hundred Million Pesos (P100,000,000.00) in lawful money of the Philippines, divided into:

a. FOUR HUNDRED MILLION (400,000,000) common voting shares with par value of Zero Pesos and Twenty Five Cents (P0.25) per share;

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

NAME	NATIONALITY	SHARE TYPE	NO. OF SHARES	SUBSCRIBED AMOUNT
Marvin Cruz Dela Cruz	Filipino	Common	300,000,000	P75,000,000.00
Raissa Abainza Queri	Filipino	Common	55,000,000	P13,750,000.00
Enrico Alfonso Tamayo	Filipino	Common	20,000,000	P5,000,000.00

*[Signature]*

*[Signature]*



Rogelio De Rama	Filipino	Common	5,000,000	P1,250,000.00
			<u>400,000,000</u>	<u>P100,000,000.00</u>

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

NAME	NATIONALITY	PAID UP CAPITAL	ADDITIONAL PAID-IN CAPITAL	TOTAL AMOUNT PAID	MODE OF PAYMENT
Marvin Cruz Dcla Cruz	Filipino	P75,000,000.00	P0.00	P75,000,000.00	Cash
Raissa Abainza Queri	Filipino	P0.00 P13,750,000.00	P0.00 P0.00	P0.00 P13,750,000.00	Cash
Enrico Alfonso Tamayo	Filipino	P5,000,000.00	P0.00	P5,000,000.00	Cash
Harrison Hao Yap	Filipino	P5,000,000.00	P0.00	P5,000,000.00	Cash
Rogelio De Rama	Filipino	P1,250,000.00	P0.00	P1,250,000.00	Cash
		<u>P100,000,000.00</u>	<u>P0.00</u>	<u>P100,000,000.00</u>	

*Rogelio De Rama*

TENTH: That Raissa Abainza Queri 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.

*Raissa Abainza Queri*


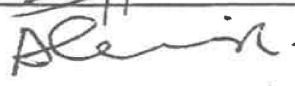

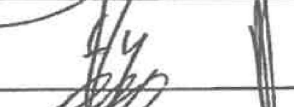
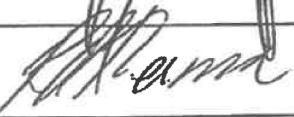
**MAR 04 2020**  
 WITNESS WHEREOF, we have hereunto signed these Articles of Incorporation, this \_\_\_\_\_ day of \_\_\_\_\_, in the City/Municipality of \_\_\_\_\_, Province of MANILA, Republic of the Philippines.

*[Signature]*





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Name	TIN/Passport No.	Signature
Marvin Cruz Dela Cruz	[REDACTED]	
Raissa Abainza Queri	[REDACTED]	
Enrico Alfonso Tamayo	[REDACTED]	
Harrison Hao Yap	[REDACTED]	
Rogelio De Rama	[REDACTED]	



**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES }  
} S.S. MANILA

**MAR 04 2020**  
BEFORE ME, a Notary Public, for and in MANILA, Philippines, this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, personally appeared the following  
persons:

Name	TIN/ID/Passport No.	Date & Place Issued
Marvin Cruz Dela Cruz	[REDACTED]	Manila
Raissa Abainza Queri	[REDACTED]	Manila
Enrico Alfonso Tamayo	[REDACTED]	Manila
Harrison Hao Yap	[REDACTED]	Manila
Rogelio De Rama	[REDACTED]	Marikina

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

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

*H. Adasa*  
**ATTY. HENRY D. ADASA**  
NOTARY PUBLIC, UNTIL DEC. 31, 2020  
NOTARIAL COMMISSION 2020-652 MILA  
**NOTARY PUBLIC**  
PTR NO. 0124007 - 01/02/2020 MILA  
ROLL NO. 23579, TIN: 272-528-620  
MCLE COMPL. NO. VII-0000165

Doc. No. 126;  
Page No. 26;  
Book No. 7;  
Series of 2020

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**SquidPay Technology Inc.**  
**Profit and Loss**  
For the period of May 21, 2020 - November 09, 2020  
(Amounts in Philippine Peso)

	Total
<b>Income</b>	
Franchise Fee	74,356,154.63
Fund Transfer Income	174,681.00
Revenue - General	
Bills Payment Revenue	539.00
Fund Transfer Revenue	343,840.00
Wallet Reload Revenue	52,810.00
Total Revenue - General	397,189.00
Sales - retail	28,961.00
Sales of Product Income	
Card Sales	718,526.79
Total Sales of Product Income	1,247,955.00
Total Income	1,966,481.79
Gross Profit	76,923,467.42
Other Income(Loss)	76,923,467.42
Interest income	
Total Other Income(Loss)	5,462.97
Expenses	5,462.97
Advertising and promotion	5,722,089.28
Bank charges	20,050.00
Charitable Contributions	3,215,540.45
Commissions and fees	2,122,600.00
Communication, Light and Water	316,282.31
Contracted Services	308,950.00
Dues and subscriptions	2,649,508.83
Fuel and oil	29,908.92
Legal and professional fees	3,781,050.00
Meals and entertainment	145,334.85
Miscellaneous Expense	8,262.14
Office Supplies expenses	114,699.04
Other general and administrative expenses	58,028.00
Pantry supplies	77,135.81
Parking and toll	101,937.40
Rent or lease payments	1,987,685.68
Repairs and maintenance - Office	111,374.64
Repairs and maintenance - Travel & Transportation	104,284.03
Representation expense	137,500.00
Salaries and Wages	
Salaries and Allowances	3,148,137.43
SSS, Philhealth and Pagibig	55,403.43

<b>Total Salaries and Wages</b>	<b>PHP</b>	<b>3,203,540.86</b>
<b>Shipping and delivery expense</b>		4,186.00
<b>Taxes and licenses</b>		1,505,084.00
<b>Transportation and travel</b>		493,180.36
<b>Total Expenses</b>	<b>PHP</b>	<b>26,218,212.60</b>
<b>Other Expenses</b>		
<b>Unrealised Gain or Loss</b>		0.00
<b>Depreciation</b>		57,030.00
<b>Employees' Welfare</b>		17,500.00
<b>Other Expense</b>		2,636,700.00
<b>Research and development</b>		5,010,548.79
<b>Total Other Expenses</b>	<b>PHP</b>	<b>7,721,778.79</b>
<b>Net Earnings</b>	<b>PHP</b>	<b>42,988,939.00</b>

I, **Harrison Yap**, Chief Financial Officer of SquidPay Technology Inc. hereby certify that the information contained in this document are true and correct.

Signed

**Harrison Yap**

Date: November 09, 2020

**SquidPay Technology Inc.**  
**Balance Sheet**  
As of November 9, 2020  
(Amounts in Philippine Peso)

	Total
<b>Assets</b>	
<b>Current Assets</b>	
<b>Cash and cash equivalents</b>	
Cash on hand	54,655,533.01
Loose Change Fund	4,000.00
Petty Cash Fund	110,534.90
Squidpay Disbursement	27,186.56
<b>Total Cash and cash equivalents</b>	54,797,254.47
<b>Current Bank Accounts</b>	PHP
200018632348 EastWest Bank	20,050,000.00
Banco De Oro CA#12878001885	22,833,969.23
China Bank Saving CA#602100000768	1,051,487.66
Metrobank CA#285-7-28551515-3	-3,108,755.19
PBB CA#040-01-000483-9	0.79
PNB CA#122870004538	50,087.44
Security Bank CA#0000031815991	1,050,082.85
Unionbank CA#0027-30006029	-1,117,383.20
<b>Total Current Bank Accounts</b>	PHP 40,809,489.58
<b>Dollar Bank Accounts</b>	
Banco De Oro USD#1128700001610	3,124,920.66
PNB USD#122860000957	24,324.23
Security Bank USD #0000037849900	24,325.20
<b>Total Dollar Bank Accounts</b>	PHP 3,173,570.09
<b>Saving Bank Accounts</b>	
Bank of the Philippine Islands SA#003993-0496-37	3,998,741.29
China Bank Savings SA#602102043286	2,384,173.84
Landbank SA#3731-0042-09	100,058.37
Metrobank SA#285-3-28506165-3	2,550,002.22
Security Bank SA#00000-31815939	100,062.29
Unionbank SA#10273-0017858	19,885,576.49
<b>Total Saving Bank Accounts</b>	PHP 29,018,614.50
Deposit to Supplier	8,000.00
Employee Cash Advances	107,192.71
Input Tax	322,563.54
<b>Inventory</b>	
EMV Card	930,000.00
NFC Cards	3,150,000.00
Office supplies	194,638.90
<b>Total Inventory</b>	PHP 4,274,638.90
<b>Inventory Asset</b>	
Booth	100,800.00

POS		4,791,032.70
Tablet		198,700.00
Total Inventory Asset		
Prepaid expenses	PHP	5,090,532.70
Total Current Assets		425,000.00
Long-term assets	PHP	138,026,856.49
Accumulated depreciation on property, plant and equipment		-57,030.00
Furniture and Fixtures		
Fixtures		226,970.79
Furnitures		1,025,270.45
Total Furniture and Fixtures		
Machinery and equipment	PHP	1,252,241.24
Aircon		113,387.97
Desktop		57,162.00
Laptop		485,705.36
Office Equipments		473,548.20
Printer		312,170.00
Surveillance Camera/Video		37,462.18
Televisions		63,100.00
Total Machinery and equipment		55,348.21
Cash Bond	PHP	1,597,883.92
Platform		140,200.00
Total long-term assets		27,560,000.00
Total Assets	PHP	30,493,295.16
Liabilities and shareholder's equity	PHP	168,520,151.65
Current liabilities:		
Accounts payable		
Accounts Payable (A/P)		67,061.69
Total Accounts payable		
Accrued Salaries	PHP	67,061.69
Output Tax - Current		392,500.00
Payroll liabilities		6,000.00
HDMF Payable		
Total Payroll liabilities		-40,658.20
Withholding Tax	-PHP	40,658.20
Total current liabilities		56,309.16
Shareholders' equity:	PHP	481,212.65
Net Income		42,988,939.00
Additional Paid in Capital		25,000,000.00
Opening Balance Equity		100,050,000.00
Retained Earnings		
Total shareholders' equity		
Total liabilities and equity	PHP	168,038,939.00
	PHP	168,520,151.65

I, **Harrison Yap**, Chief Financial Officer of SquidPay Technology Inc. hereby certify that the information contained in this document are true and correct.

Signed:

**Harrison Yap**

Date: November 09, 2020

Monday, Nov 09, 2020 02:00:18 PM GMT+8 - Accrual Basis

## Squidpay Major projects

## ANNEX K

The research and development of Squidpay Technology Inc. started three (3) years ago, but the SEC registration and other regulatory licensing including the actual operations commenced on May 2020.

Since the actual operation, Squidpay partnered with the existing players in the market both the private and government entities to help boost the Philippines economy amid the Covid-19 pandemic and support the government tapped the unbanked and introduce them to a contactless and convenient electronic payment.

We list down all the major projects of Squidpay as of November 6 2020, which we categorized into three parts:

With signed agreement	Pending MOA review	On-going negotiation
<b>Government entities</b>		
Baguio City	PNR	DOLE
San Carlos City (ITBS Partnership)	Pasig Ferry (on-going dry run)	OWWA
Alaminos City (ITBS Partnership)	DTI/SBCORP	Province of Pampanga
Lingayen Pangasinan (ITBS Partnership)	MMDA	Boracay Aklan
Tarlac City (ITBS Partnership)	DILG	DOT
San Miguel Tarlac City (ITBS Partnership)		Cebu City
Victoria Tarlac City (ITBS Partnership)		League of Municipalities of the Philippines thru LCS Group
Capas Tarlac (ITBS Partnership)		
Pandi Bulacan (ITBS Partnership)		
Bustos Bulacan (ITBS Partnership)		
Batasan Hills QC (ITBS Partnership)		
Bahay Toro QC (ITBS Partnership)		
Kawit Cavite (ITBS Partnership)		
Alfonso Cavite (ITBS Partnership)		
Science City of Munoz (ITBS Partnership)		
Gapan City (ITBS Partnership)		
Guimba Nueva Ecija (ITBS Partnership)		
<b>Other Financial institution and private entities</b>		
Paynamics	Alibaba	GGASH
DA5 / Western Union	Bancnet	Megamania Consortium
Dragonpay	BPI	Binangonan Rural Bank
Globe	Landbank	
Unionbank	BayadCenter	
Bai Hotel Cebu	ECPAY	
ITBS and partnered cities	Cebuana	
	Seaoil	
	Unioil	
	BDO	
	Yondu	

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## LIST OF NEW SUBSCRIBERS

**1.) Marvin Dela Cruz**

a.) **Background** - Marvin Dela Cruz is the Chairman & Chief Executive Officer of SquidPay. He is responsible for overall strategy and execution of SquidPay Philippines payment services. He spearheaded the Automatic Fare Collection System in partnership with the Department of Transportation and Land Transportation Franchising Regulatory Board. He is also in charge of the research and development, strengthening the company's products and payment capabilities. He oversees SquidPay's community outreach program and free payment services for underprivileged communities. Marvin and his team have spent 6 years on doing research & development for SquidPay before finally launching it in 2020.

Prior to launching SquidPay, Marvin has founded a number of startup companies and businesses like U-hop, Megateller and Shangrila Cars.

Marvin has over 25 years of experience as a businessman, a visionary, and an innovator. Marvin as an entrepreneur and founder has won a series of Startup competitions including Kellogg's, Tech in Asia, and Philippine Business Clubs.

He is currently undergoing an OPM Program (Batch 56), an Executive Education Program in Harvard Business School.

b.) **Business affiliations** - U-hop Transportation Network Vehicles System Inc.

c.) **Shareholdings in other company** - 40% ownership in U-hop Transportation Network Vehicles System Inc.

d.) **Companies where he or she is an officer or director** - U-hop Transportation Network Vehicles System Inc. as Chairman and CEO.

e.) **Relationship with existing directors and shareholders of PHA and all other parties to the transaction.** - None

**2.) Enrico Alfonso Tamayo**

a.) **Background** - Engr. Enrico A. Tamayo joined SquidPay Technology Inc in 2020 as President and COO. Prior to joining Squidpay, he handled and helped spearhead the operations of Uhop as the Vice-President of Operations of Uhop Transport Network Vehicle System USA, Dubai and Philippines. Engr. Tamayo brings with him 35 years of transportation experience both land and air. He is a business development specialist and has been a consultant to different transport companies here and abroad.

He worked as the Chief of Operations at the Manila International Airport Authority, in which he rose from the ranks. He was one of the officers who formed the setting up and operations of NAIA Centennial Terminal 2. He earned his Management course at the Asian Institute of Management (AIM) in 2004. He is an alumni of the Singapore Aviation Academy (SAA) with specialization in Safety Management and Ramp Safety. He is a licensed Mechanical Engineer by profession, and passed the board in November of 1984.

b.) **Business affiliations** - U-hop Transportation Network Vehicles System Inc.

c.) **Shareholdings in other company** - none



d.) **Companies where he or she is an officer or director** - U-hop Transportation Network Vehicles System Inc. as COO.

e.) **Relationship with existing directors and shareholders of PHA and all other parties to the transaction.** - None

### 3.) Rogelio De Rama

a.) **Background** - Rogelio G. De Rama joined SquidPay Inc in 2020 as Chief Logistics Officer. Prior to joining SquidPay, he is actively engaged in the operations of several start-up companies in various industries. He brings with him 12 years of experience in the field of logistics and transportation operations. He was a part of the development of resort projects like the Atlantis de Baler located in Sabang, Baler, Aurora.

He is a driven person and keen to details and numbers. He is well versed in business planning and feasibility studies. He also headed the deployment of transportation services of u-hop nationwide.

b.) **Business affiliations** - None

c.) **Shareholdings in other company** - none

d.) **Companies where he or she is an officer or director** - None

e.) **Relationship with existing directors and shareholders of PHA and all other parties to the transaction.** - None

### 4.) Raissa Abainza Queri

a.) **Background** - Raissa Queri is the Corporate Secretary and Board member of SquidPay. Prior to joining Squidpay, she co-founded, handled, and helped spearhead the operations of Uhop Transport Network Vehicle System as the Business Development Head and Corporate Secretary for both Dubai and the Philippines. Ms. Queri brings with her 8 years of Business Development, Event Management, and Transportation experience. As a business development specialist, she had been a consultant to different transport companies and event companies here and abroad.

She is a passionate person inclined with the media world. She handled various events partnering with different event management companies. Some of her projects include The Miss Universe 2018 Pageant held in Manila, The World Strongest Man, and the ASEAN 2018. She was the General Manager of Shangrila Cars Philippines that caters to various hotels in the country. She is a licensed nurse by profession and is involved in humanitarian and voluntary works with government hospitals such as Philippine General Hospital ER Department and East Avenue Medical Center. She is currently taking Entrepreneurship Essentials at Harvard Business School Online.

b.) **Business affiliations** - U-hop Transportation Network Vehicles System Inc.

c.) **Shareholdings in other company** - 10% of U-hop Transportation Network Vehicles System Inc.

d.) **Companies where he or she is an officer or director** - U-hop Transportation Network Vehicles System Inc. as Director.

e.) **Relationship with existing directors and shareholders of PHA and all other parties to the transaction.** - None

## 5.) Harrison Hao Yap

a.) **Background** - Harrison Yap joined SquidPay Technology Inc. in May 2020 as Chief Finance Officer and Board of Director. He is an active business consultant with various transport companies here and abroad. He spearheaded the logistic growth of Uhop Transport Network System Inc. as Vice President for Logistics.

He brings with him 12 years of trucking and logistics experience. He is the President and Owner of Harley's Trucking Services, which caters various mining and construction firms in the country. He is a focused businessman who owns various businesses such as WashWorld Laundry Services, Solas Bar and Restaurant, Oks na Oks Litson Manok among others. He was a part time mandarin interpreter of San Miguel Plastic plant in 1997, Internal auditor of Basic Holdings from 1998 to year 2000.

He took Business Management degree from the Philippine School of Administration in Manila. He is an active member of different organization like International Order of DeMolay, Leo club, among others.

b.) **Business affiliations** - U-hop transportation network vehicles system Inc.

c.) **Shareholdings in other company** - 5% of U-hop transportation network vehicles system Inc.

d.) **Companies where he or she is an officer or director** - U-hop Transportation Network Vehicles System Inc. as Director and CFO.

e.) **Relationship with existing directors and shareholders of PHA and all other parties to the transaction.** - None