

PRODUCT LEASING AGREEMENT

This **PRODUCT LEASING AGREEMENT** ("Agreement") is made by and between:

RGB LTD., a foreign corporation organized and existing under the laws of Malaysia, and registered to do business in the Philippines as **RGB LTD. (PHILIPPINE BRANCH)**, with its business address at 15th Floor, Section C, Ramon Magsaysay Center Roxas Boulevard, 1004 Manila, Philippines represented by its **FINANCE MANAGER, CH'NG ENG HWA**, hereinafter referred to as "**RGB LTD. (PHILIPPINE BRANCH)**" or "**Lessor**", a copy of the Secretary's Certificate is hereto attached as Annex "A"

-and-

PHILIPPINE AMUSEMENT AND GAMING CORPORATION, a Philippine government owned and controlled corporation duly organized and existing under and by virtue of Presidential Decree 1869, as amended by Republic Act 9487, with principal place of business at PAGCOR Executive Office, 5F New World Manila Bay Hotel, 1588 M.H. Del Pilar cor. Pedro Gil Sts., Malate, Manila, represented by its **CHAIRMAN AND CHIEF EXECUTIVE OFFICER, ANDREA D. DOMINGO**, hereinafter referred to as "**PAGCOR**".

RECITALS

WHEREAS, **RGB LTD. (PHILIPPINE BRANCH)** is the exclusive distributor of Scientific Games (SG), Aristocrat Electronic Gaming Machines (EGMs) and Euro Games Technology (EGT) Roulette Electronic Table Game (ETG) Machines and in Asia, including the Philippines.

WHEREAS, **PAGCOR** is in the business, inter-alia, of licensing, operating, providing gaming machines and maintaining casino operations and related services at various casinos throughout the Philippines and in particular at the **eighteen (18)** venues (the "Venue/s") located within the Philippines at the Venue/s and/or locations set out in Appendix A.

WHEREAS, **PAGCOR** has a requirement for the lease of Electronic Gaming Machines (EGMs) and Electronic Table Game (ETG) Machines with Accessories for its Casino Filipino Branches and Satellite Casinos for a period of five (5) years, under ITB No. DC19-02-004COR (the "Service").

WHEREAS, **RGB LTD. (PHILIPPINE BRANCH)** has offered to perform the Service by participating in the procurement project for the Service, and **PAGCOR**, upon determination of the compliance with Republic Act 9184 and its 2016 Implementing Rules Regulation (IRR), has accepted the offer, subject to the terms and conditions hereunder stipulated.

NOW, THEREFORE, in consideration of the premises, covenants, representations and warranties set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I THE SERVICES

1. **RGB LTD. (PHILIPPINE BRANCH)** shall lease to **PAGCOR** Scientific Games (SG), Aristocrat and Euro Games Technology (EGT) Roulette Electronic Gaming Machines (EGMs) with Accessories in various Casino Filipino Branches and Satellites.

Page 1 of 21

Lease of Equipment for Scientific Games, Aristocrat and EGT Roulette Electronic Gaming Machines (EGMs) for a period of five (5) years under ITB No. DC19-02-004COR

RONALD G. PINEDA

A copy of the list of venues and the quantity of machines to be installed therein is attached as Appendix A of this Agreement.

2. The SG, Aristocrat and EGT Products provided hereunder will be installed by **RGB LTD. (PHILIPPINE BRANCH)** and operated solely by **PAGCOR** at the Venue/s and not by any other person or at any other location and consistent with the provisions of the Agreement.

A detailed description of the machines that will be leased to **PAGCOR** is attached as Appendix B.

3. The lease shall be for a period of five (5) years from the installation of the SG, Aristocrat and EGT Roulette Electronic Table Game (ETG) Machines and **PAGCOR**'s acceptance of the installation thereof in all **PAGCOR** venues, and shall expire exactly five (5) years thereafter (the "Term"), except in the event of pre termination.

ARTICLE II

CONSIDERATION, SCHEDULE OF PAYMENT AND TAXES

1. **PAGCOR** shall pay to **RGB LTD. (PHILIPPINE BRANCH)** via telegraphic transfer according to the payment instruction per Appendix C. Expenses for telegraphic transfer shall be for the account of the lessor.

1.a Scientific Games (SG) Electronic Gaming Machines

PAGCOR shall pay to the Lessor their monthly applicable share of 20% of the Electronic Gaming Machines' Net Winnings

a. Total Monthly Net Winnings shall be computed as follows:

Monthly Drop Box less Monthly Payout

- b. Standalone machines shall refer to a single unit. For clarity, there shall be no sharing for a standalone machine that incurs a net loss for the month
- c. Link Machines shall refer to a group of machines connected to a common jackpot. For clarity, there shall be no sharing for link machines that incur a net loss for the month.

1.b Aristocrat Electronic Gaming Machines

PAGCOR shall pay to the Lessor their monthly applicable share of 20% of the Electronic Gaming Machines' Net Winnings

a. Total Monthly Net Winnings shall be computed as follows:

Monthly Drop Box less Monthly Payout

- b. Standalone machines shall refer to a single unit. For clarity, there shall be no sharing for a standalone machine that incurs a net loss for the month
- c. Link Machines shall refer to a group of machines connected to a common jackpot. For clarity, there shall be no sharing for link machines that incur a net loss for the month.

1.c Euro Games Technology (EGT) Roulette Electronic Table Game (ETG)

Machines

PAGCOR shall pay to the Lessor their monthly applicable share of 20% of the Electronic Table Game Machines' total monthly net winnings (total of net income of the terminals connected to the assembly)

- a. Total Monthly Net Winnings shall be computed as follows:

Monthly Drop Box less Monthly Payout

- b. Assembly refer to a set of terminals connected to a Roulette game generator. For clarity, there shall be no sharing for a Machine Assembly that incurs a net loss for the month.

2. PAGCOR shall pay RGB LTD. (PHILIPPINE BRANCH) in accordance with the preceding section on a monthly basis within thirty (30) days from the end of each month. However, PAGCOR reserves the right to withhold payment in case RGB LTD. (PHILIPPINE BRANCH) defaults in any of its obligation under this Agreement.

3. Except for taxes and fees which may be due in connection with PAGCOR's gaming operation, both parties agree that the consideration stated herein already includes all applicable taxes and charges required by the Government. RGB LTD. (PHILIPPINE BRANCH) holds PAGCOR free from liability for any and all taxes arising out of this Agreement.

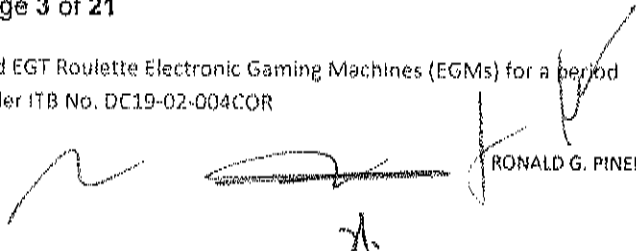
4. PAGCOR may suspend the payment of its rentals if RGB LTD. (PHILIPPINE BRANCH) becomes remiss in the payment of its taxes.

ARTICLE III DUTIES AND RESPONSIBILITIES OF THE PARTIES

1. RGB LTD. (PHILIPPINE BRANCH) agrees that it shall:
- a) Be responsible for installing fully functioning SG, Aristocrat and EGT Products at the venues, within one hundred twenty (120) calendar days effective from the date of receipt of the Notice to Proceed by the Lessor.
 - b) Subject to PAGCOR's prior written approval, change or replace the SG, Aristocrat and EGT Products in operation at the Venue/s and PAGCOR shall, for this purpose, allow RGB LTD. (PHILIPPINE BRANCH) authorized representatives access to the Venue/s to make such changes or replacements of the SG, Aristocrat and EGT Products.
 - c) Be responsible for monitoring shipments of SG, Aristocrat and EGT Products from RGB LTD. (PHILIPPINE BRANCH) to the Venue/s and testing of SG, Aristocrat and EGT Products to ensure proper installation and performance prior to their being put into service.
 - d) Be responsible, at its own cost, for supplying to PAGCOR spare parts for SG, Aristocrat and EGT Products during the entire lease period.
 - e) Be responsible at its own cost for maintenance and repair of the SG, Aristocrat and EGT Products provided by RGB LTD. (PHILIPPINE BRANCH) to PAGCOR during the entire lease period.
 - f) Maintain at its own cost a qualified maintenance and service force to

Page 3 of 21

Lease of Equipment for Scientific Games, Aristocrat and EGT Roulette Electronic Gaming Machines (EGMs) for a period of five (5) years under ITB No. DC19-02-004COR


RONALD G. PINEDA

repair and maintain SG, Aristocrat and EGT Products at the Venue/s, and provide an on-call Technical Support Service.

- g) Provide free game conversion and/or upgrade for the SG, Aristocrat and EGT Products during the entire lease period.
- h) Shoulder all marketing costs and expenses related to the promotion of the SG, Aristocrat and EGT Products during the entire lease period.
- i) All expenses for freight-in insurance and all other releasing charges of the SG, Aristocrat and EGT Products, Accessories and Spare Parts shall be for the account of the Lessor.
- j) Obtain written approval of **PAGCOR** prior to any movement and/or change in the SG, Aristocrat and EGT Products, such as:
 - j.1 To be able to relocate the machines to other **PAGCOR** venues as necessary, subject to viability and availability of space in other venues;
 - j.2 To be able to increase or decrease machines according to the demand of the market of each site. The pulled-out machine/s may be transferred to another **PAGCOR** venue, another **PAGCOR**-licensed casino or to Lessor's warehouse upon mutual consent of the parties;
 - j.3 To be able to change the machines' model and games as necessary; and
 - j.4 All expenses that may be incurred relative to the movement and/or change in the machines, as mentioned above, shall be for the account of the lessor.

2. **PAGCOR** shall undertake the following:

- a) **PAGCOR** agrees that no SG, Aristocrat and EGT Products may be taken out of service, relocated or otherwise removed from the Venue/s without the prior written consent of **RGB LTD. (PHILIPPINE BRANCH)**.
- b) **PAGCOR** agrees to maintain all necessary records of its gaming activities so as to enable **RGB LTD. (PHILIPPINE BRANCH)** to inspect such record and, upon reasonable notice, conduct an audit of those records for the purpose of reviewing all financial transactions under this Agreement, including, but not limited to, transactions and computations underlying any payments made or owing to **RGB LTD. (PHILIPPINE BRANCH)** under this Agreement and compliance with representations and warranties as forth in Article IV hereof.
- c) **PAGCOR** shall not make any modifications, alterations or additions to the SG, Aristocrat and EGT Products without the prior written consent of **RGB LTD. (PHILIPPINE BRANCH)**.
- d) **PAGCOR** agrees to maintain visible and not to remove, alter, modify or obscure either the affixed plates that identify **RGB LTD. (PHILIPPINE BRANCH)**, as the owner of the SG, Aristocrat and EGT Products, nor the number, model or brand of such SG, Aristocrat and EGT Products.
- e) **PAGCOR** agrees to notify **RGB LTD. (PHILIPPINE BRANCH)** within a reasonable time, of any challenge to or claim regarding **RGB LTD.**

Page 4 of 21

Lease of Equipment for Scientific Games, Aristocrat and EGT Roulette Electronic Gaming Machines (EGMs) for a period of five (5) years under ITB No. DC19-02-004COR

RONALD G. PINEDA

(PHILIPPINE BRANCH) ownership rights in and to the SG, Aristocrat and EGT Products or any infringement or attempted infringement of **RGB LTD. (PHILIPPINE BRANCH)** ownership rights by third parties.

- f) Title to the SG, Aristocrat and EGT Products is and shall at all times remain in **RGB LTD. (PHILIPPINE BRANCH)**. During the Term of this Agreement, the SG, Aristocrat and EGT Products shall be and remain movable, personal property. **PAGCOR** agrees to take all action necessary or reasonably requested by **RGB LTD. (PHILIPPINE BRANCH)** to ensure that the SG, Aristocrat and EGT Products retain such status. **PAGCOR** shall keep the SG, Aristocrat and EGT Products free and clear of liens, security interests, attachments, seizures and encumbrances of any kind (except those arising hereunder or solely through the acts of **RGB LTD. (PHILIPPINE BRANCH)**) and shall immediately notify **RGB LTD. (PHILIPPINE BRANCH)** if any person attempts to claim ownership of, a lien against, or any other interest in, or bring any legal process with respect to any of the SG, Aristocrat and EGT Products.
- g) **RGB LTD. (PHILIPPINE BRANCH)** assumes all risk of loss, damage, confiscation or condemnation of the SG, Aristocrat and EGT Products delivered to **PAGCOR**.

However, if by negligence or fault of **PAGCOR**, any SG, Aristocrat and EGT Products is lost, damaged, confiscated or condemned, **PAGCOR** shall be liable to pay **RGB LTD. (PHILIPPINE BRANCH)** the fair market value thereof at the time of such loss, damage, confiscation or condemnation.

In any case, **PAGCOR** shall promptly notify **RGB LTD. (PHILIPPINE BRANCH)** of any loss, damage, confiscation or condemnation of any of the SG, Aristocrat and EGT Products.

- h) **PAGCOR** agrees that all SG, Aristocrat and EGT Products designs; software programs, all additions or modifications to SG, Aristocrat and EGT designs, codes, programs or SG, Aristocrat and EGT Products from whatever source; SG, Aristocrat and EGT trademarks, copyrights and all other intellectual property rights; information embodied in SG, Aristocrat and EGT Products; documentation; **RGB LTD. (PHILIPPINE BRANCH)** operations, training and computer manuals; all client list, sales and promotional literature and information (whether copyrighted or not); employee lists; financial records, contracts; media presentations and other confidential or proprietary information with respect to SG, Aristocrat and EGT Products (collectively "**RGB LTD. (PHILIPPINE BRANCH)** Proprietary Materials") are the sole and exclusive property of **RGB LTD. (PHILIPPINE BRANCH)**, and the physical embodiments of such matters and information, are and shall remain the property of **RGB LTD. (PHILIPPINE BRANCH)**. **PAGCOR** agrees not to do, cause or permit any reverse engineering, reverse assembly, reverse compilation, de-compilation, disassembly, copying, or reproduction of any SG, Aristocrat and EGT Products, component or spare part. **PAGCOR** agrees that all **RGB LTD. (PHILIPPINE BRANCH)** Proprietary Materials will be held in confidence and strictly safeguarded by them against any disclosure or use not authorized by this Agreement. **PAGCOR** shall not use such **RGB LTD. (PHILIPPINE BRANCH)** Proprietary Materials to the detriment of **RGB LTD. (PHILIPPINE BRANCH)** and shall employ at least the same degree of care that they use to protect their own proprietary materials of a similar nature. **PAGCOR** agrees that they will not provide, disclose, license, copy or otherwise make available the **RGB LTD. (PHILIPPINE BRANCH)** Proprietary Materials to any person other than the employees of

Page 5 of 21

Lease of Equipment for Scientific Games, Aristocrat and EGT Roulette Electronic Gaming Machines (EGMs) for a period of five (5) years under ITB No. DC19-02-004COR

RONALD G. PINEDA

necessary to permit proper use thereof as authorized by this Agreement. **PAGCOR** shall inform each of their employees to whom they provide access to the **RGB LTD. (PHILIPPINE BRANCH)** Proprietary Materials of the confidential nature thereof and shall immediately notify **RGB LTD. (PHILIPPINE BRANCH)** in the event that any **RGB LTD. (PHILIPPINE BRANCH)** Proprietary Material becomes lost or stolen. At no time shall **PAGCOR** disclose or make available to any person, business concern or other entity any **RGB LTD. (PHILIPPINE BRANCH)** Proprietary Materials to anyone other than an authorized recipient thereof, nor shall they make or cause to be made any use of such **RGB LTD. (PHILIPPINE BRANCH)** Proprietary Material except as provided for herein in the performance of this Agreement.

- i) The names of the SG, Aristocrat and EGT Products are registered and/or are the exclusive property of **RGB LTD. (PHILIPPINE BRANCH)** and its Affiliates and nothing herein contained shall give **PAGCOR** or any other person any interest in these names, except as specified herein. Upon termination of this Agreement for whatever cause, **PAGCOR** shall abandon at once the use of the names SG, Aristocrat and EGT Products and any similar name or colorable imitation, or misleading name. This also applies to **RGB LTD. (PHILIPPINE BRANCH)** brands, trademarks, registered names, or any intellectual property for SG, Aristocrat and EGT Products line and themes.
3. Responsibilities of the Parties with respect to **RGB LTD. (PHILIPPINE BRANCH)** software and firmware:
- a) Subject to the terms hereof, **RGB LTD. (PHILIPPINE BRANCH)** grants to **PAGCOR** and **PAGCOR** accepts from **RGB LTD. (PHILIPPINE BRANCH)**. a non-exclusive and non-transferable license, without right to sublicenses, for the use of **RGB LTD. (PHILIPPINE BRANCH)** software and firmware resident on the SG, Aristocrat and EGT Products.
 - b) The Licensed Software shall be used only on the SG, Aristocrat and EGT Products, as applicable, located at the Venue/s. The Licensed Software shall be used only for **PAGCOR's** own business. **PAGCOR** shall not: (i) permit any third party to use the Licensed Software, or (ii) use the Licensed Software for any purpose other than in connection with operating the SG, Aristocrat and EGT Products under the terms of this Agreement.
 - c) **PAGCOR** shall not reverse engineer, decompile or reverse compile, disassemble, list, print or display any Licensed Software or otherwise attempt to obtain the source code or other **RGB LTD. (PHILIPPINE BRANCH)** Proprietary Materials from any Licensed Software.
 - d) **PAGCOR** shall not modify, or permit any person other than **RGB LTD. (PHILIPPINE BRANCH)** to modify the Licensed Software or any part thereof. **PAGCOR** shall not distribute copies of the Licensed Software to third parties.
 - e) **PAGCOR** must maintain on all copies of the Licensed Software all notices of patent rights, copyrights, trademark rights, or trade secret rights in such Licensed Software or any part thereof. **PAGCOR** shall not demonstrate, show, display, sell, transfer, give, publish, disclose or otherwise make available the Licensed Software, or improvements, modifications, or changes thereto or copies thereof, or Licensed Software documentation or any Licensed Software information marked as confidential or Licensed Software information that would be reasonably determined to be

confidential, to any competitor of **RGB LTD. (PHILIPPINE BRANCH)**, or any other third party, without the prior written consent of **RGB LTD. (PHILIPPINE BRANCH)**, which may be withheld in its sole discretion.

- f) **PAGCOR** agrees to secure and protect each module, Licensed Software product, documentation and copies thereof in a manner consistent with the maintenance of **RGB LTD. (PHILIPPINE BRANCH)** or its Affiliates' rights therein and to take appropriate action by instruction or agreement with its employees or consultants who are permitted access to the Licensed Software product to satisfy **PAGCOR**'s obligations hereunder.
- g) **PAGCOR** acknowledges that some SG, Aristocrat and EGT Products that it may select contain third party intellectual property and that certain parties (the "Licensor(s)") have granted **RGB LTD. (PHILIPPINE BRANCH)** certain license rights to advertise, use and exploit their intellectual property rights in, but not limited to, particular names, likenesses, images, music, trademarks and service marks. **RGB LTD. (PHILIPPINE BRANCH)** warrants and represents to **PAGCOR** that these license rights include all uses that **RGB LTD. (PHILIPPINE BRANCH)** has or will undertake during the term of this Agreement.
- h) **PAGCOR** understands and agrees that it shall not advertise or use any of the intellectual property rights as described above including names, likenesses, images, trademarks or service marks in any manner without the express prior written consent of **RGB LTD. (PHILIPPINE BRANCH)** and the Licensor(s). Provided that **PAGCOR** has not themselves violated any provision of this paragraph, **RGB LTD. (PHILIPPINE BRANCH)** will indemnify and hold **PAGCOR** harmless from any claims arising out of the licenses agreements that exist between **RGB LTD. (PHILIPPINE BRANCH)** and the Licensor(s).

ARTICLE IV WARRANTIES

1. **RGB LTD. (PHILIPPINE BRANCH)** warrants that during the Term, the SG, Aristocrat and EGT Products shall be free from material defects and shall perform in accordance with their specifications as stated in **Appendix B**

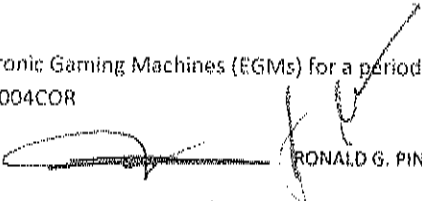
This warranty is contingent upon the normal and proper use of the SG, Aristocrat and EGT Products in accordance with User Documentation provided by **RGB LTD. (PHILIPPINE BRANCH)** or its Affiliates.

This warranty shall be null and void to the extent of the defects caused by (i) any unauthorized modification, alteration, or revision of all or any portion of the SG, Aristocrat and EGT Products; (ii) any problem, error or malfunction attributable to **PAGCOR**'s software or hardware or **PAGCOR** provided third party software or hardware; (iii) damage caused by **PAGCOR** or third parties; (iv) the failure of **PAGCOR** to maintain environmental conditions consistent with the usage of the machines, including its software; or (v) malfunctions caused by **PAGCOR** provided third party systems or other products. Third party hardware and software are subject to the manufacturer's warranty, if any. In the event of breach of this warranty, **RGB LTD. (PHILIPPINE BRANCH)** shall undertake the restoration of the SG, Aristocrat and EGT Products to good working condition by first, at its option, adjustment, repair or replacement of defective parts.

RGB LTD. (PHILIPPINE BRANCH) shall be given thirty (30) days within which to restore the SG, Aristocrat and EGT Products to good working condition, as indicated in **PAGCOR** written notice to **RGB LTD. (PHILIPPINE BRANCH)**. If, despite such time

Page 7 of 21

Lease of Equipment for Scientific Games, Aristocrat and EGT Roulette Electronic Gaming Machines (EGMs) for a period of five (5) years under ITB No. DC19-02-004COR


RONALD G. PINEDA

given to **RGB LTD. (PHILIPPINE BRANCH)** said machine/s still fails to perform in accordance with the terms and conditions of this Agreement, **PAGCOR**, in addition to its right to suspend payment, may require replacement of the defective SG, Aristocrat and EGT Products or any part thereof, modify the terms of the Agreement, or cancel this Agreement altogether.

2. **RGB LTD. (PHILIPPINE BRANCH)** warrants that it owns or otherwise holds the right to provide the SG, Aristocrat and EGT Products to **PAGCOR** in accordance with the terms of this Agreement. Further,

- a) **Indemnification by RGB LTD. (PHILIPPINE BRANCH).** **RGB LTD. (PHILIPPINE BRANCH)** will: (i) defend at its expense any filed lawsuit (a "Claim") brought against **PAGCOR** by a third party (the "Claimant") to the extent such Claim alleges that the Product provided by **RGB LTD. (PHILIPPINE BRANCH)** to **PAGCOR** under this Agreement violates or infringes the Claimant's patents, trademarks or copyrights or misappropriates the Claimant's trade secrets (collectively, "IP Rights"); and (ii) either: (a) indemnify **PAGCOR** with respect to any final, non-appealable judgments, costs, fines or penalties awarded, entered or assessed against **PAGCOR** by a court of competent jurisdiction that directly result from a Claim, or (b) pay the value of any settlement with the Claimant agreed to by **RGB LTD. (PHILIPPINE BRANCH)**.
- b) **RGB LTD. (PHILIPPINE BRANCH) Options.** If a temporary or permanent injunction is obtained against the use of any part of the SG, Aristocrat and EGT Products for the reason that it infringes any third party's intellectual property rights or there is a reasonable likelihood of such an injunction, **RGB LTD. (PHILIPPINE BRANCH)** may at its option: (i) modify the SG, Aristocrat and EGT Products to avoid the allegation or infringement, (ii) obtain for **PAGCOR** the right to continue using the SG, Aristocrat and EGT or (iii) replace the allegedly infringing Product or Technology with non-infringing technology that is functionally equivalent to the SG, Aristocrat and EGT Products. In the event that none of the foregoing is commercially reasonable **RGB LTD. (PHILIPPINE BRANCH)** may terminate **PAGCOR's** right to use the allegedly infringing portion of the SG, Aristocrat and EGT Products and, in such event, refund to **PAGCOR** applicable prepaid and unearned fees depreciated over five (5) years using straight-line depreciation.
- c) **Exclusions.** **RGB LTD. (PHILIPPINE BRANCH)** will not be liable or have any obligations hereunder for any infringement of IP Rights resulting from (i) the combination, utilization or integration of the SG, Aristocrat and EGT Products with **PAGCOR's** or **PAGCOR** provided third party products or technology; (ii) unauthorized modification of SG, Aristocrat and EGT Products by any entity other than **RGB LTD. (PHILIPPINE BRANCH)** or (iii) use of the SG, Aristocrat and EGT Products other than as specified in **RGB LTD. (PHILIPPINE BRANCH)** published specifications and documentation. **PAGCOR** agrees to use its best endeavors to ensure that end users and/or third parties do not infringe any IP rights or cause or contribute to a claim being made against **RGB LTD. (PHILIPPINE BRANCH)** arising from the circumstances described in subsections (i) through (iii) above. In the event a claim is made against **RGB LTD. (PHILIPPINE BRANCH)** arising from the circumstances described in subsections (i) through (iii) above, and the claim is directly caused or contributed to by **PAGCOR**, **PAGCOR** will defend and indemnify **RGB LTD. (PHILIPPINE BRANCH)** against such claim and damages and expenses related thereto at its sole expense.

3. No affirmation of fact, including but not limited to statements regarding performance or percentage hold or par value of the equipment shall be or be deemed to

Page 8 of 21

Lease of Equipment for Scientific Games, Aristocrat and EGT Roulette Electronic Gaming Machines (EGMs) for a period of five (5) years under ITB No. DC19-02-004COR


RONALD G. PINEDA

be a warranty of RGB LTD. (PHILIPPINE BRANCH) for any purpose. Neither RGB LTD. (PHILIPPINE BRANCH), nor its Affiliates, nor the manufacturer of the note acceptor shall be liable in any respect for the acceptance of counterfeits and/or fraudulent materials.

4. Notwithstanding any other provision of this Agreement, RGB LTD. (PHILIPPINE BRANCH) shall not be liable for (i) misuse, abuse, accidental damage, improper handling, or improper maintenance by anyone other than RGB LTD. (PHILIPPINE BRANCH) technicians or other acting under RGB LTD. (PHILIPPINE BRANCH) direct control, or any cause other than ordinary use; (ii) damages to the operating system, data files, etc. due to causes external to the equipment, including power surges, power reductions or failure, defective electrical work, fire, flood, water, wind, lightning or any other natural phenomena or force majeure; (iii) failure of PAGCOR supplied hardware, software, communication lines, utilities or equipment; or (iv) any problem, error or malfunction attributable to PAGCOR provided software or hardware.

5. PAGCOR represents and warrants that all information supplied by PAGCOR to RGB LTD. (PHILIPPINE BRANCH) shall be complete, truthful, and accurate, and that PAGCOR shall not obtain on RGB LTD. (PHILIPPINE BRANCH) behalf or provide to RGB LTD. (PHILIPPINE BRANCH) any information which is not legally available or which is proprietary, or classified where there is reason to believe that possession of such information is unauthorized or illegal.

ARTICLE V **WARRANTY SECURITY**

To guarantee the faithful performance of the RGB LTD. (PHILIPPINE BRANCH) obligations under the Product Leasing Agreement and to assure quality services from the RGB LTD. (PHILIPPINE BRANCH) and its personnel, a Warranty Security shall be required from the RGB LTD. (PHILIPPINE BRANCH) The obligation therefore shall be covered by a retention money equivalent to one percent (1%) of the monthly payments.

The Warranty Security shall be retained by PAGCOR, without interest, during the effectivity of this Product Leasing Agreement. The said Warranty Security shall only be released after the termination of this Product Leasing Agreement, the issuance by PAGCOR of the final Certificate of Acceptance and after deducting any and all claims that PAGCOR may have against the RGB LTD. (PHILIPPINE BRANCH).

ARTICLE VI **DEFAULT OF PAGCOR AND TERMINATION OF AGREEMENT**

1. It shall be an "Event of Default" if:
 - a) PAGCOR fails to pay RGB LTD. (PHILIPPINE BRANCH) any Fees or other amounts payable on their due date and any part or all of these amounts remain unpaid thirty (30) days after RGB LTD. (PHILIPPINE BRANCH) gives written notice;
 - b) PAGCOR or RGB LTD. (PHILIPPINE BRANCH) fails to comply with any obligation or provision of this Agreement and such failure shall have continued for thirty (30) days after PAGCOR's or RGB LTD. (PHILIPPINE BRANCH) receipt of a written notice advising its failure to comply with any of the obligations or provisions of this Agreement;
 - c) PAGCOR or RGB LTD. (PHILIPPINE BRANCH) fails to make good on its obligations, warranties and representations under this Agreement.

Page 9 of 21

Lease of Equipment for Scientific Games, Aristocrat and EGT Roulette Electronic Gaming Machines (EGMs) for a period of five (5) years under IFB No. DC19-02-004COR

RONALD G. PINEDA

2. Upon an Event of Default and unless agreed otherwise pursuant to Article VI, the following shall apply:
- a) Event of Default under 1 (a) - **RGB LTD. (PHILIPPINE BRANCH)** may require **PAGCOR** to return the SG, Aristocrat and EGT Products to a place designated by **RGB LTD. (PHILIPPINE BRANCH)** at **PAGCOR**'s sole expense or **RGB LTD. (PHILIPPINE BRANCH)** may take possession of the SG, Aristocrat and EGT Products, wherever the same may be located, without any court order or pre-taking hearing. In the latter case, **PAGCOR** shall also be responsible for any and all damages occasioned by such retaking. In addition, **PAGCOR** shall be liable for all the reasonable expenses of repossessing, storing and shipping of the SG, Aristocrat and EGT Products;
 - b) Event of Default under 1 (b) and (c) – **PAGCOR** or **RGB LTD. (PHILIPPINE BRANCH)** may terminate this Agreement and/or pursue any other available remedies.
3. Upon termination of this Agreement, all rights and interests of **PAGCOR** in or to the use of the SG, Aristocrat and EGT Products subject to this Agreement shall absolutely cease and **PAGCOR** shall return any and all such SG, Aristocrat and EGT Products in accordance with **RGB LTD. (PHILIPPINE BRANCH)** instruction. The expenses incurred for the return of the SG, Aristocrat and EGT Products shall be shouldered by **RGB LTD. (PHILIPPINE BRANCH)** provided that **PAGCOR** is not the Party responsible for the termination.
4. **PAGCOR** agrees to indemnify **RGB LTD. (PHILIPPINE BRANCH)** and its Affiliates and hold **RGB LTD. (PHILIPPINE BRANCH)** and its Affiliates harmless in respect of any and all liabilities arising from **PAGCOR**'s business, negligent act or omission, or other wrongful act of **PAGCOR** or any agent, representative, or employee. For the purposes of this indemnity and the indemnity mentioned below, the term "**RGB LTD. (PHILIPPINE BRANCH)**" and "**PAGCOR**" respectively include the officers, directors and shareholders of each and their Affiliates, their successors, heirs and assigns; and the term "liability" or "liabilities" includes all claims, demands, damages, actions, suites, debts, attorney's fees, liens, costs and obligations of every nature, character and description, known or unknown, accrued or not yet accrued, whether anticipated or unanticipated.

ARTICLE VII **DAMAGES FOR DELAY**

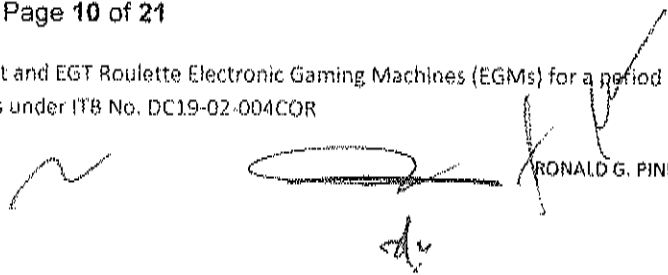
In the event that **RGB LTD. (PHILIPPINE BRANCH)** is not able to deliver and install functioning SG, Aristocrat and EGT Products at the Venue/s or when **RGB LTD. (PHILIPPINE BRANCH)** fails to maintain, repair or replace the SG, Aristocrat and EGT Products as required under this Agreement, **RGB LTD. (PHILIPPINE BRANCH)** shall pay to **PAGCOR** a penalty of one tenth of one percent (1/10 of 1%) of the total cost of the Lease of EGM/ETG machines for everyday of delay, including Sundays and Holidays. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the total amount of the lease, **PAGCOR** shall have the option to terminate the Agreement, without prejudice to other courses of action and remedies available to it.

ARTICLE VIII **SETTLEMENT OF DISPUTES AND RE-NEGOTIATION**

1. The Parties hereby manifest that they shall first meet, confer and sit down together

Page 10 of 21

Lease of Equipment for Scientific Games, Aristocrat and EGT Roulette Electronic Gaming Machines (EGMs) for a period of five (5) years under ITB No. DC19-02-004COR


RONALD G. PINEDA

for the purpose of exploring all avenues and/or possibilities of amicably settling whatever differences, disputes and/or controversies that may arise in connection with any of the terms and conditions of this Agreement.

2. In the event that facts and circumstances arise or are discovered which render this Agreement disadvantageous to the government, as determined by the **PAGCOR**, the parties hereto agree to immediately renegotiate its terms and conditions.

3. If the parties fail to amicably settle their differences, disputes, and/or controversies, the parties, waiving for this purpose any other venue, hereby agree that the courts of the City of Manila shall be the sole and exclusive venue of any and all actions or suits between the parties, to the exclusion of all other courts and venues. This exclusive venue provision shall apply even in cases arising for declaration of nullity of this Agreement in its entirety or in part and in cases arising after the expiration or by reason of the declaration of nullity of this Agreement in its entirety or in part.

ARTICLE IX **FORTUITIOUS EVENT**

Either Party shall not be liable for any damages whatsoever for the failure to perform any of their respective duties under this Agreement, either in whole, or in part, when any such failure shall be due to anyone or more of the following causes: orders or instructions issued by representatives of the government of the Philippines or on account of **RGB LTD. (PHILIPPINE BRANCH)** inability to make or complete deliveries under this Agreement, after a good faith effort, because of the scarcity of labor or materials used in manufacturing its products, or on account of fires, strikes, lockouts, Acts of God, actions of the elements, wars, civil disturbances, acts or omissions of civil or military authorities of the Philippines or otherwise, or of the public enemy or terrorists, unavailability of utilities, or outages of communications carriers, difference with cause not within the control of said Party. The defaulting party under this Article shall notify the other Party of any such delay as soon as practicable.

ARTICLE X **PROPRIETARY INFORMATION**

1. Each Party to this Agreement agrees that the other Party has a proprietary interest in any information provided by such Party, whether in connection with this Agreement or otherwise, whether in written or oral form, which is (i) a trade secret, confidential or proprietary information (such as trademark or copyright application, cost data, customer or supplier list, and/or any other material referring to the same), (ii) not publicly known, or (iii) annotated by a legend, stamp or other written identification as confidential or proprietary information (the "Proprietary Information"). Each Party to this Agreement undertakes to disclose the Proprietary Information or any part thereof provided by the other parties only on a strictly need-to-know basis to those of its agents and employees for whom it is necessary in order to properly carry out their duties as limited by the terms and conditions hereof. Both, during and after the Term, the party receiving Proprietary Information shall hold, and shall cause such agents and employees to hold, such Proprietary Information in strict confidence. During and after the Term, such receiving party shall not, and shall cause its agents and employees not to, use the Proprietary Information for any purpose other than in connection with discharging its duties and exercising its rights pursuant to this Agreement. The receiving party shall, at its expense, return to the disclosing party the Proprietary Information provided by such disclosing party as soon as practicable after the termination or expiration of this Agreement. During the Term and thereafter, all such Proprietary Information shall be and remain the exclusive property of the party which provided it. The rights and obligations under this Article shall also apply to any Affiliates of

the parties and their respective, agents, shareholders, officers, directors, employees and consultants.

2. Notwithstanding anything contained in this Agreement to the contrary, each of the Parties to this Agreement shall not be liable for a disclosure of the Proprietary Information of the other party if the information so disclosed: (i) already was in the public domain at the time of disclosure without breach of this Agreement; (ii) already was known to or contained in the records of the receiving party from a source (other than the providing party) entitled to disclose it at the time of disclosure by the providing party to the receiving party and can be so demonstrated; (iii) was independently developed and is so demonstrated by the receiving party; (iv) becomes known to the receiving party from a source other than the providing party without breach of any obligation of confidentiality to the providing party and can be so demonstrated; or (v) any such disclosure is required by a valid court order or resolution, in which case the party required to make the disclosure shall (1) notify the other party in writing of any such court order or resolution so that such requirement may be properly addressed or complied with and (2) limit the disclosure to that which is required by law.

3. **PAGCOR** acknowledges, undertakes and hereby agrees not to acquire any form whatsoever any right with respect to any goodwill, commercial trademark, copyright, patent or other party of **RGB LTD. (PHILIPPINE BRANCH)** or its Affiliates and not question nor object to such property rights of **RGB LTD. (PHILIPPINE BRANCH)** Also, **PAGCOR** hereby expressly acknowledges and understands that **RGB LTD. (PHILIPPINE BRANCH)** is not granting it any right with respect to the trademarks or to the SG, Aristocrat and EGT Products, except for the rights and authorizations expressly granted herein. All files, registries and other materials and property of **RGB LTD. (PHILIPPINE BRANCH)** that **PAGCOR** has in its possession or under its control are and will continue to be the sole property of **RGB LTD. (PHILIPPINE BRANCH)** and shall be returned to **RGB LTD. (PHILIPPINE BRANCH)**. Upon termination of this Agreement or at any time upon written request of **RGB LTD. (PHILIPPINE BRANCH)**.

4. The Parties to this Agreement agree that the rights and the obligations of the parties provided for in this Article shall be in full force and effect during the Term of this Agreement and five (5) years after its termination for any cause.

ARTICLE XI **MISCELLANEOUS PROVISIONS**

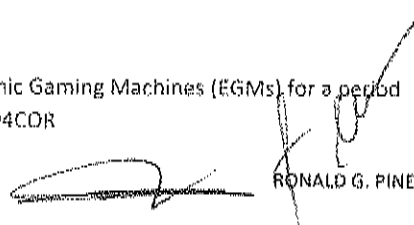
1. In the event that the facts and circumstances arise or are discovered which render this Contract disadvantageous to the Government, the PARTIES hereto agree immediately to re-negotiate its terms and conditions, or at the option of **PAGCOR**, terminate the same.

2. The undersigned individuals represent that they are of legal capacity and authorized to sign this Agreement on behalf of the party on whose behalf they sign this Agreement. The parties each represent that no provision of this Agreement will violate any other agreement that a party may have with any other person or company. Each party has relied upon that representation in entering into this Agreement.

3. The term "Affiliate" shall mean any Person of which a Party directly or indirectly through one or more subsidiaries owns any interest; or any Person directly or indirectly controlling, controlled by, or under common control with the Person in question; If the Person in question is a corporation, any executive officer or director of the Person in question or of any corporation directly or indirectly controlling the Person in question. As used in this definition of "Affiliate", the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

Page 12 of 21

Lease of Equipment for Scientific Games, Aristocrat and EGT Roulette Electronic Gaming Machines (EGMs) for a period of five (5) years under ITB No. DC19-02-004COR


RONALD G. PINEDA

The term "Person" shall mean any individual, corporation, association, partnership, limited liability company, joint venture, trust, estate, or other entity or organization.

4. This Contract, and all the rights and interests herein, may not be assigned or sub-Contracted to another without the consent of the other party.

5. All notices and other communications provided for or permitted hereunder shall be in writing and sent to the PARTIES at their respective addresses as indicated in this Contract.

6. If any provision hereof is prohibited or made unenforceable under any applicable law or by a competent court or authority, the same shall not affect any other provision of this Contract, which are otherwise valid and enforceable.

7. The PARTIES agree to abide by these terms and conditions in good faith.

8. Any right or remedy conferred by this Contract upon the PARTIES shall not be exclusive of any other right or remedy, whether under this Contract or provided or permitted to the PARTIES at law or in equity, but each right or remedy shall be cumulative of every other right or remedy available to them.

9. This Contract constitutes the entire agreement between the PARTIES pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous Contracts, representations, warranties and understandings of the PARTIES. No supplement, variation or amendment of this Contract shall be binding unless executed in writing by all the PARTIES thereto. This Agreement shall be binding upon and inure to the benefit of the legal representatives, successors, and permitted assigns of the parties.

10. No waiver of any of the provisions of this Contract shall be deemed, or shall constitute a waiver of any other provision, whether similar or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless in writing and signed by the party making the waiver.

11. No supplement, variation or amendment of this Contract shall be binding unless executed by the Parties in writing.

12. All remedies of afforded to the parties are cumulative, in addition to any remedies provided for by law, and may, to the extent permitted by law, be exercised concurrently or separately.

13. All defined terms herein include the plural as well as the singular. All references in this Agreement to designated "Section" or "Sections" and other subdivisions are to the designated Paragraph and Paragraphs and other subdivisions of this Agreement. All references in this Agreement to any Party shall include all permitted transferees of such Party. This Agreement shall not be construed for or against either Party by reason of the authorship or alleged authorship of any provisions hereof or by reason of the status of the respective Parties. This Agreement shall be construed reasonably to carry out its intent without presumption against or in favor of either Party.

14. The failure of any party to require the performance of any provision of this Agreement or the waiver by any party of any breach under this Agreement shall not prevent a subsequent enforcement of such provision, nor be deemed a waiver of any subsequent breach. No failure or delay by any party in exercising any right, power or privileges hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law. Any provision of this Agreement may be waived if, but only if, such waiver is in writing and is signed by the party against

whom the enforcement of such waiver is sought. This Agreement may not be amended, modified or supplemented other than by a written instrument signed by each of the parties.

15. The parties hereto shall act as independent contractors in the performance of this Agreement. Nothing herein contained shall be read or construed so as to create or give rise to any relation of partnership, agency, or joint venture. No party shall be considered to be an agent or representative of any other party or have any authority or power to act for or undertake any obligation on behalf of any other party except as expressly authorized by the other party in writing. Any such unauthorized representation or action shall be considered a breach of this Agreement.

SIGNED by the parties on _____ at the City of Manila.

RGB LTD. (PHILIPPINE BRANCH)
TIN 249-470-171-000

By:



CH'NG ENG HWA
Finance Manager
TIN: 293-049-445-000

PHILIPPINE AMUSEMENT AND GAMING CORPORATION
TIN 000-887-972

By:



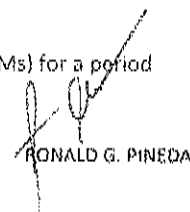
ANDREA D. DOMINGO
Chairman and Chief Executive Officer
TIN: 118-684-814

Signed in the Presence of



GILBERT G. PADUA



RYAN B. CALBAL
Notary Public
RONALD G. PINEDA

ACKNOWLEDGEMENT

Republic of the Philippines)
 City of CITY OF MANILA) S.S.

BEFORE ME, a Notary Public for and in the City of CITY OF MANILA, this
 day of JUN 20 2019, 2019, personally appeared the following:

<u>NAME</u>	<u>ID ISSUED AT/ON</u>
ANDREA D. DOMINGO	Passport Number : P7681573A Date of Issuance : June 26, 2018 Valid Until : June 25, 2028 Place of Issuance : DFA-Manila

known to me to be the same persons who executed the foregoing instruments as:

<u>POSITION</u>	<u>COMPANY</u>
Chairman and Chief Executive Officer	PAGCOR

Respectively, and they acknowledge to me that the same are their own free acts and the entities they represent.

SIGNED AND SEALED at the place and on the date above written.

NOTARY PUBLIC

Doc. 283
 Page 58
 Book 11
 Series of 2019.

Michelle M. Yu
MICHELLE M. YU
 NOTARY PUBLIC
 IN AND FOR THE CITY OF MANILA
 800 BLK, NEW WORLD MANILA BAY HOTEL & CASINO
 M.H. DEL PILAR ST. MALATE, MANILA
 COMMAND. 2019 - 059 / UNTIL DEC.31, 2019
 ROLL NO. 70318 BOP CHAPTER MANILA IV
 RULE COMPLIANCE VI-UNTIL 2022
 MANILA IV - CHAPTER
 PIR NO 2049543009.11. 2019 MANILA

ACKNOWLEDGEMENT

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

PASAY CITY

31 MAY ~~BEFORE~~ BEFORE ME, a Notary Public for and in the City of _____, this
_____ day of _____, 2019, personally appeared the following:

<u>NAME</u>	<u>GOV'T-ISSUED ID / VALIDITY</u>
CH'NG ENG HWA	Alien Certificate of Registration 30 Apr 2020

known to me to be the same persons who executed the foregoing instruments as:

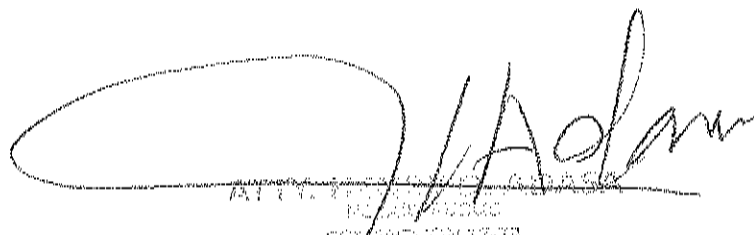
<u>POSITION</u>	<u>COMPANY</u>
Finance Manager	RGB LTD. (PHILIPPINE BRANCH)

Respectively, and they acknowledge to me that the same are their own free acts and the entities they represent.

SIGNED AND SEALED at the place and on the date above written.

NOTARY PUBLIC

Doc. 312:
Page 63:
Book IV:
Series of 2019.



ATTEST: _____
Notary Public
OFFICE: _____
PASAY CITY, PHILIPPINES
IDP No. 057487 - 01/03/2019
PTR No. 507127 - 01/03/2019
MOR. COMPLIANCE NO. N-0027580 - 6/14/2017
@ 2017. 00. 00000

APPENDIX A**Annex A – Venue Name and Location and Quantity**

DELIVERY PLACE	GAME	QTY	ADDRESS
CF-Angeles	SG-Jin Ji Bao Xi (JJBX)	16	Mc Arthur Highway Balibago, Angeles City
	Aristocrat-Mighty Cash	12	
	Aristocrat-FAFA Long	4	
	Total	32	
Mimosa Satellite	SG-Jin Ji Bao Xi (JJBX)	8	Mimosa Drive, Clark field, Pampanga
	Aristocrat-Mighty Cash	8	
	Total	16	
Olongapo Satellite	SG-Jin Ji Bao Xi (JJBX)	12	# 580 Rizal Avenue, Olongapo City
	SG Dualos Very Cherry	1	
	SG Dualos Iron Man (SAP)	1	
	Aristocrat-Mighty Cash	8	
	Aristocrat-FAFA Long	4	
	Total	26	
CF-Bacolod	SG-Jin Ji Bao Xi (JJBX)	8	L'Fisher Hotel 14th Lacson St., B.C.
	Aristocrat-Mighty Cash	8	
	Total	16	
CF-Iloilo	Aristocrat-Mighty Cash	16	Amigo Terrace Hotel, corner Iznart & Delgado Sts., Iloilo City
	Total	16	
CF-Cebu	SG-Pink Panther	8	Waterfront Hotel Lahug, Cebu City
	SG-Jin Ji Bao Xi (JJBX)	12	
	SG Dualos Very Cherry	2	
	SG Dualos Iron Man (SAP)	2	
	Aristocrat-Mighty Cash	16	
	Aristocrat-Lighting Link	10	
	Aristocrat-FAFA Long	8	
	EGT – Roulette	6	
Total	64		
Crown Satellite	Aristocrat-Mighty Cash	12	Fuente Tower 1, Crown Regency Hotel and Towers, Fuente Triangle, Osmeña Blvd., Cebu City
	Total	12	
Mactan Satellite	SG-Pink Panther	8	Waterfront Hotel, Mactan, Cebu City
	SG-Jin Ji Bao Xi (JJBX)	8	
	SG Dualos Very Cherry	1	
	SG Dualos Iron Man (SAP)	1	
	Aristocrat-Mighty Cash	8	

	Total	26	
Parkmall Satellite	Aristocrat-Mighty Cash	14	Parkmall North Reclamation Area, Mandaue City
	Aristocrat-FAFA Long	6	
	Total	20	
Talisay Satellite	Aristocrat-Mighty Cash	8	South Coast Center, Talisay Cebu, City
	Total	8	
CF-Davao	Aristocrat-Mighty Cash	12	Grand Regal Hotel, Davao City
	Total	12	
CF-Manila Bay	SG-Jin Ji Bao Xi (JJBX)	12	Southdrive Road, T.M. Kalaw Extension Ermita, Manila
	Aristocrat-Mighty Cash	12	
	Total	24	
CF-Tagaytay	Lock it Link	20	Kaybagal South, Aguinaldo Highway, Tagaytay City
	SG-Jin Ji Bao Xi (JJBX)	12	
	Aristocrat-Mighty Cash	24	
	Aristocrat-Lighting Link	12	
	Total	68	
Malabon Satellite	SG-Pink Panther	8	Manila N. Rd Potrero Malabon
	SG-Jin Ji Bao Xi (JJBX)	8	
	SG Dualos Very Cherry	1	
	SG Dualos Iron Man (SAP)	1	
	Total	26	
Ronquillo Satellite	SG-Jin Ji Bao Xi (JJBX)	8	Ronquillo St. Sta Cruz, Manila
	SG Dualos Very Cherry	1	
	SG Dualos Iron Man (SAP)	1	
	Aristocrat-Mighty Cash	8	
	Total	18	
Citystate Satellite	SG-Jin Ji Bao Xi (JJBX)	8	Citystate Tower Hotel, #1315 A. Mabini St., Ermita Mla
	Aristocrat-Mighty Cash	8	
	Total	16	
Madison Satellite	SG-Jin Ji Bao Xi (JJBX)	8	Madison Square Pioneer, Pioneer cor. Sheridan Sts., Mandaluyong City
	SG Dualos Very Cherry	2	
	SG Dualos Iron Man (SAP)	2	
	Aristocrat-Mighty Cash	8	
	Total	20	
Ilocos Norte	Aristocrat-Mighty Cash	12	365 Plaza, San Nicolas, Ilocos Norte
	Total	12	

APPENDIX BSCIENTIFIC GAMES (SG) ELECTRONIC GAMING MACHINES

Qty	Description
20 units	SG Lock it Link
24 units	SG Pink Panther
120 units	SG Jin Ji Bao Xi (JJBX)
8 units	SG-Dualos Very Cherry
8 units	SG-Dualos Iron Man (SAP)
Total 180 units Dualos Cabinet	
2 units	Lock it Link signage, controller and accessories
3 units	Pink Panther signage, controller and accessories
13 units	Jin Ji Bao Xi signage, controller and accessories
Total 18 Link Signages	
	<ol style="list-style-type: none"> 1. Equipped with Bill Acceptor and Ticket Printer. 2. Machines are TITO capable and operates with at least SAS Ver. 6.02 protocol. 3. Equipped with system components required to connect to PAGCOR's Slot Machine Online System.

ARISTOCRAT ELECTRONIC GAMING MACHINES

Qty	Description
202 units	Aristocrat Mighty Cash
22 units	Aristocrat Lightning link
22 units	Aristocrat FA FA Long
Total 246 units Helix Plus Cabinet	
21 units	Mighty Cash signage, controller and accessories
2 units	Lightning link signage, controller and accessories
Total 23 Signages	
	<ol style="list-style-type: none"> 1. Equipped with Bill Acceptor and Ticket Printer. 2. Machines are TITO capable and operates with at least SAS Ver. 6.02 protocol. 3. Equipped with system components required to connect to

	PAGCOR's Slot Machine Online System.
--	--------------------------------------

EURO GAMES TECHNOLOGY (EGT) ROULETTE ELECTRONIC TABLE GAME (ETG) MACHINES

Qty	Description
6 terminals	EGT Automated Roulette Electronic Table Game (1 assembly)
	1. Equipped with Bill Acceptor and Ticket Printer. 2. Machines are TITO capable and operates with at least SAS Ver. 6.02 protocol. 3. Equipped with system components required to connect to PAGCOR's Slot Machine Online System.

1. Installation of four hundred twenty six (426) brand new Electronic Gaming Machines and six (6) Electronic Table Game Machines as described above in PAGCOR venues.
2. **PAGCOR** has the option to cause the transfer of any of the machines in any site/s it deems necessary due to exigency of operation, the cost of the transfer to be for the account of the lessor.
3. The machines shall be connected with the Slot Machine Online System of **PAGCOR** with the same functions and capability as the other system-connected machines of **PAGCOR**. The system components and licenses and other materials/equipment/components/structured cabling necessary to attain connectivity to the system, including the maintenance of the same, shall be for the account of the Lessor.
4. The machines should be compliant with **PAGCOR's** Philippine Technical Standard for Electronic Gaming Machines.

APPENDIX C

Beneficiary Name: RGB Ltd. (Philippine Branch)
Account Number: 0060006006053
Beneficiary Bank Name: Security Bank
Beneficiary Bank Address: San Andres corner M. Adriatico St. Malate
Swift Code: N/A

CORPORATE SECRETARY'S CERTIFICATE

I, CH'NG ENG HWA, of legal age, married with business address at 16th Floor, Section C, Ramon Magsaysay Center, Roxas Boulevard, 1004 Manila, the Philippines, after having been sworn according to law, hereby depose and state:

1. I am the duly appointed Corporate Secretary of RGB Ltd., a corporation duly organised and existing in accordance with the Malaysian laws and registered to do business in the Philippines under the name of RGB Ltd. (Philippine Branch) ["the Company"] with the same business address as stated above
2. All the corporate records of the Company are kept at 8 Green Hall, 10200 Penang, Malaysia.
3. That by way of Directors' Circular Resolution in Writing of the Company dated 28 November 2017, the following resolutions were unanimously approved:

"THAT the following persons be and are hereby appointed as Authorized Representatives of the Company to deal, bid and transact for and behalf of the Company, with Philippine Amusement and Gaming Corporation ("PAGCOR") on all the procurement activity of PAGCOR in the Company

Authorized Representatives	Malaysian Passport No.	Designation
Lim Teo Boon	A39995573	Chief Operating Officer
Chuan Eng Hwa	A38763228	Vice President, New Investment and Corporate Administration
Tan Mun Hui	A39503895	Chief Financial Officer
Ang Yip Sheng	A52717581	Country Manager
Tang Cheen Chian	A34577303	Sales Manager
Ch'ng Eng Hwa	A36700818	Finance Manager

THAT any ONE (1) of the Authorized Representatives be and is hereby authorised to accomplish, sign, execute, deliver and receive all papers and/or documents in connection with and/or pursuant to the foregoing authority.

AND THAT authority be and is hereby given for the Common Seal of the Company, if so required, to be affixed onto all the relevant documents drawn up in connection herewith in accordance with the Company's Articles of Association."

In witness whereof, I have hereunto set my hand this 31st day of March, 2019.


 CORPORATE SECRETARY
 CH'NG ENG HWA

Subscribed and sworn to before me in _____ on this _____ day of _____ by affiant who exhibited to me his/her Identity Card/Community Tax Certificate/Passport No. _____ issued at _____ on _____

NOTARY PUBLIC

Doc No. 447
 Page No. 81
 Book No. 91
 Series No. 2019