

REPUBLIC OF THE PHILIPPINES SECURITIES AND EXCHANGE COMMISSION

SEC Building, EDSA, Greenhills City Of Mandaluyong, Metro Manila

COMPANY REG. NO. 147669

CERTIFICATE OF APPROVAL OF INCREASE OF CAPITAL STOCK

KNOW ALL PERSONS BY THESE PRESENTS:

This is to certify that the increase of capital stock of the

COSCO CAPITAL, INC.
(Formerly: Alcorn Gold Resources Corporation)

from P3,000,000,000.00 divided into 300,000,000,000 shares with the par value of P0.01 each, to P10,000,000,000.00 divided into 10,000,000,000 shares with the par value of P1.00 each, approved by majority of the Board of Directors on December 10, 2012 and by the vote of the stockholders owning or representing at least two-thirds of the outstanding capital stock at a meeting held on December 11, 2012 certified to by the Chairman and the Secretary of the stockholders' meeting and a majority of the Board of Directors of the corporation, was approved by the Commission on the date indicated hereunder in accordance with the provision of Section 38 of the Corporation Code of the Philippines (Batas Pambansa Blg. 68), approved on May 1, 1980. A copy of the Certificate of Increase of Capital Stock filed with the Commission is attached hereto.

IN WITNESS WHEREOF, I have set my hand and caused the seal of this Commission to be affixed to this Certificate at Mandaluyong City, Metro Manila, Philippines, this 22 day of April, Twenty Thirteen.

GERARDO P. DEPRESARIO

Officer-in-Charge

Company Registration and Monitoring Department



COVER SHEET

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Remarks = pls. use black ink for scanning purposes

Certificate of Increase of Capital Stock of

COSCO CAPITAL, INC.

(formerly Alcorn Gold Resources Corporation)

We, the undersigned Directors and Corporate Secretary of the above named-corporation (the "Corporation"), organized and existing under Philippine laws with principal office at No. 900 Romualdez St., Paco, Manila, do hereby certify:

- 1. At the special meeting of the board of directors held on December 10, 2012 at the Acacia Hotel, Alabang, Muntinlupa City and stockholders on December 11, 2012, at the Manila Golf & Country Club, Makati City (a venue fixed in the Definitive Information Statement sent to all stockholders of record) where stockholders representing more than 2/3 of the outstanding capital stock was present, the directors and stockholders approved the increase of the corporation's authorized capital stock and change in par value of the Corporation from Three Billion Pesos (\$\mathbb{P}\$3,000,000,000.00) divided into Three Hundred Billion (300,000,000,000) shares with the par value of One Centavo (\$\mathbb{P}\$0.01) per share to Ten Billion Pesos (\$\mathbb{P}\$10,000,000,000.00) divided into Ten Billion (10,000,000,000,000) shares with the par value of One Peso (\$\mathbb{P}\$1.00) per share.
- 2. Upon approval by the Securities and Exchange Commission (SEC) of the increase in the authorized capital stock of Seven Billion Pesos (₱7,000,000,000.00), or Seven Billion (7,000,000,000) shares, more than 25% thereof, or 4,987,406,421 shares will be subscribed and paid through share swap amounting to ₱74,811,096,315.00 between the Corporation and certain shareholders of Puregold Price Club, Inc., Ellimac Prime Holdings, Inc., Go Fay & Co., Incorporada, SVF Corporation, Nation Realty, Inc., 118 Holdings, Inc., Patagonia Holdings, Inc., Fertuna Holdings, Inc. Premier Wine and Spirits, Inc., Montosco Inc., Meritus Prime Distributions, Inc., and Pure Petroleum, Inc. as payment for the same, as set forth in Annex "A".
- 3. The list of subscribers to the increase, the amount subscribed and paid by each on their respective subscriptions after the increase is hereto attached as Annex "A".

CERTIFICATE OF INCREASE OF AUTHORIZED CAPITAL STOCK

- That the actual indebtedness of the corporation as of the date of directors' and stockholders' meeting amounts to PhP1,846,216.24.
- That no bonded indebtedness has been incurred, created or increased as of date of directors' and stockholders' meeting.
- That the requirement of Section 38 of the Corporation Code of the Philippines has been complied with.
- 7. That the reason for the increase of capital stock is for additional working capital of the corporation.
- 8. Further, during the same meeting, where stockholders representing more than 2/3 of the outstanding capital stock was present, the directors and stockholders approved the Change of Name of the Corporation from Alcorn Gold Resources Corporation to COSCO CAPITAL, INC., and approved the corresponding amendment to the Articles of Incorporation and By-Laws of the Corporation.

IN WITNESS WHEREOF, we have hereunto affixed our signatures on at the City of Manila.

Certificate of Increase of Capital Stock and Change of Name Amendment of Articles of Incorporation and By Laws of ALCORN GOLD RESOURCES CORPORATION

ATTY. EDUARDO F. HERNANDEZ

Chairman of the Board Chairman of the Meeting TIN No. 106-176-350

LEONARDO B. BAYA

Director

TIN No. 135-546-815

OSCAR S. REYES

Director

TIN No. 136-623-569

TEOFILO A. HENSON

Director

TIN No. 101-626-537

ATTY JOSE S. SANTOS, JR.

Corporate Secretary of the meeting,

TIN No. 136-370-998

LUCIOIL. CO

Directo

TIN No. 108-975-971

ROBERT Y. COKENG

Director

TIN No. 100-868-503

JAIME S. DELA ROSA

Director

TIN No. 141-415-752

Certificate of Increase of Capital Stock and Change of Name Amendment of Articles of Incorporation and By Laws of ALCORN GOLD RESOURCES CORPORATION

SUBSCRIBED AND SWORN to before me this ____ day of Becember 2012 at the City of Manila by the above-named persons who exhibited to me their Competent Evidence of Identity as mentioned below:

Name

Competent Evidence of Identity

ATTY. EDUARDO F. HERNANDEZ	TIN No. 106-176-350
LUCIO L. CO	TIN No. 108-975-971
LEONARDO B. DAYAO	TIN No. 135-546-815
ROBERT Y. COKENG	TIN No. 100-868-503
OSCAR REYES	TIN No. 136-623-569
JAIME S. DELA ROSA	TIN No. 141-415-752
TEOFILO A. HENSON	TIN No. 101-626-537
ATTY, JOSE S. SANTOS, JR.	TIN No. 136-370-998

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ROLL NO. 54899

10. 945 BENAVIDEZ ST. BINONDO MANILA IBP NO. 864212/12-28-2011 MANILA TR NO. MLA. 0314224/12-19-2011 MANILA MCI E COMPLIANCE NO. 111-8016204

RATIO OF ALCORN SHARES TO SHARES OF ACQUIRED-	COMPANY
No of	ALCORN Shares
Value divided by	shareholdings
	VALUE
Total No. of	Shareholdings

18.6 11 32.2 11 944.5 11 23.0 :1 8.5 :1 12.5 :1 54.2 :1 4.6 :1 117.0 :1 95.3 :1 ч 944.5 7.1 6,529,569 23,310,348 134,623,689 100,994,957 2,416,622,757 98,902,017 114,589,249 10,234,305 62,336,247 283,648,893 60,848,828 86,008,608 1,434,596,047 278.41 483.35 106.79 344.72 187.08 69.41 126.91 14,168.02 812.68 1,755.25 1,429.91 4,254,733,395.00 97,943,535.00 1,290,129,120.00 1,483,530,255.00 1,718,838,735.00 349,655,220.00 153,514,575.00 935,043,705.00 2,019,355,335.00 1,514,924,355.00 36,249,341,355.00 21,518,940,705.00 912,732,420.00 3,134,238 725,530,332 1,437,500 6.913 1,587,500 1,037,500 9,187,500 5,037,500 2,712,500 33,525,914 7,253,061 520,000 660,090,206 MERITUS PRIME DISTRIBUTIONS, INC. FERTUNA HOLDINGS CORPORATION ELLIMAC PRIME HOLDINGS, INC. PREMIER WINE & SPIRITS, INC. GO FAY & CO., INCORPORADA PATAGONIA HOLDINGS CORP. PUREGOLD PRICE CLUB, INC. PURE PETROLEUM CORP. NATION REALTY, INC. 118 HOLDINGS, INC. MONTOSCO, INC. S.V.F. Coporation

Lucio L. Co

PUREGOLD PRICE CLUB, INC.
PREMIER WINE & SPIRITS, INC.
MERITUS PRIME DISTRIBUTIONS, INC.
MONTOSCO, INC.
PATAGONIA HOLDINGS CORP.
118 HOLDINGS, INC.
FERTUNA HOLDINGS CORPORATION
PURE PETROLEUM CORP.
ELLIMAC PRIME HOLDINGS, INC.
S.V.F. COPORATION
NATION REALTY, INC.
GO FAY & CO., INCORPORADA

Susan P. Co

	944.5 :1	32.2 :1	18.6 :1	8.5 :1	23.0 :1	7.1 :1	4.6 :1		12.5 :1	95.3 :1 12.5 :1	54.2 :1 95.3 :1 12.5 :1	54.2 11 95.3 11 12.5 11
יסייניסייסייי	6,529,569	158,708,422	134,623,689	1,015,270	62,336,246	10,234,305	23,310,351	114,589,260	98,902,111	86,008,662	60,848,944	
	14,168.02	483.35	278.41	126.91	344.72	106.79	69.41	187.08	1,429.91	812.68	1,755.25	35.00
79,541,109,213,00	97,943,535.00	2,380,626,330.00	2,019,355,335.00	15,229,050.00	935,043,690.00	153,514,575.00	349,655,265.00	1,718,838,900.00	1,483,531,665.00	1,290,129,930.00	912,734,160.00	00.00 ,001,101,01
591,836,523	6,913	4,925,293	7,253,061	120,000	2,712,500	1,437,500	5,037,501	9,187,501	1,037,501	1,587,501	520,001	258,011,251

	Total No. of		Value divided by	No of	TO SHARES OF ACQUIRED-
	Statestoronings	2014	eginolomiga marenolomiga	ALCONIA SITUATION	The state of the s
PUREGOLD PRICE CLUB, INC.	83,617,320	2,725,924,620.00	32.60	181,728,308	2.2 :1
PREMIER WINE & SPIRITS, INC.	1	1,755.00	1,755.00	117	117.0 :1
MERITUS PRIME DISTRIBUTIONS, INC.	81,250	66,030,225.00	812.68	4,402,015	54.2 :1
MONTOSCO, INC.	6,250	8,936,925.00	1,429.91	595,795	95.3 :1
PATAGONIA HOLDINGS CORP.	31,250	5,846,385.00	187.08	389,759	12.5 :1
118 HOLDINGS, INC.	8,333	578,400.00	69.41	38,560	1. 4.6 :1
FERTUNA HOLDINGS CORPORATION	31,250	3,337,275.00	106.79	222,485	5 7.1.11
PURE PETROLEUM CORP.	18,750	6,463,440.00	344.72	430,896	5 23.0 :1
ELLIMAC PRIME HOLDINGS, INC.	2,000	634,545.00	126.91	42,303	8.5 :1
S.V.F. Coporation	1	285.00	285.00		19.0 :1
NATION REALTY, INC.	1	480.00	480.00	32	32.0 :1
GO FAY & CO., INCORPORADA	1	14,175.00	14,175.00	945	5 945.0 :1
	83,799,407	2,817,768,510.00		187,851,234	

Ferdinand Vincent P. Co

Pamela Justine P. Co

PUREGOLD PRICE CLUB, INC.
PREMIER WINE & SPIRITS, INC.
MERITUS PRIME DISTRIBUTIONS, INC. FERTUNA HOLDINGS CORPORATION PURE PETROLEUM CORP. ELLIMAC PRIME HOLDINGS, INC. MONTOSCO, INC. PATAGONIA HOLDINGS CORP. 118 HOLDINGS, INC. GO FAY & CO., INCORPORADA NATION REALTY, INC. S.V.F. Coporation

		187,830,083		2,817,451,245.00	1
Ħ	945.0	945	14,175.00	14,175.00	
Ħ.	32.0	32	480.00	480.00	
7.	19.0	19	285.00	285.00	
Ħ	8.5	21,152	126.91	317,280.00	
v	23.0	430,896	344.72	6,463,440.00	
Ħ	7.1	222,485	106.79	3,337,275.00	
7.	4.6	38,560	69.41	578,400.00	
Ħ	12.5	389,759	187.08	5,846,385.00	
Ħ	95.3	595,795	1,429.91	8,936,925.00	
Ħ	54.2	4,402,015	869.82	66,030,225.00	
7	117.0	117	1,621.92	1,755.00	
77	2.2 :1	181,728,308	32.60	7,125,924,620.00	

Camille Charisce P. Co. PREMIER WINE & SPRITS, INC. 25,531.052 833,313,955.00 32,260 55,487,573 127 1170			Total No. of Shareholdings	VALUE	Value divided by shareholdings	No of ALCORN Shares	RATIO OF ALCORN SHARES TO SHARES OF ACQUIRED- COMPANY
PREMIER WINE & SPRITS, INC. HERTURE HOLDINGS, CIRCLE AND CONTROL BELLAGE CONT							
PREMIER WINE & SPIRITS, INC. RE1.250 REFROILEM WINE & SPIRITS, INC. RE1.250 RE6.339.255 00 REFROILEM WINE & SPIRITS, INC. RE1.250 RANDIOSCO, INC. RETRUNA HOLDINGS CORPORATION RELITY, INC. REFRUNA HOLDINGS CORPORATION RETRUNA HOLDINGS CORPORATION RELITY, INC. REFRUNA HOLDINGS CORPORATION RELITY, INC. REPRURE WINE & SPIRITS, INC. REFRUNA HOLDINGS CORPORATION RELITY, INC. REFRUNA HOLDINGS CORPORATION RELITY, INC. REFRUNCE RELITY, INC. REFRUNCE REPRESENTATION RELITY, INC. REPRURE REPROBLEMENT RELITY, INC. RETRUNA HOLDINGS CORPORATION RELITY, INC. REPRURE REPROBLEMENT RELITY, INC. RESPONSE TO TAKE AND TA	nille Clarisse P. Co	PUREGOLD PRICE CLUB, INC.	25,531,092	832,313,595.00	32.60	55,487,573	
MARTICS CORPORATIONS, INC. 81,250 6,525 6,030,225 0 MARTICS CORP. 81,250 6,250 6,340,255 0 1,429 1 1,250 1		PREMIER WINE & SPIRITS, INC.	-	1,755.00	1,621.92	117	
MONTOSCO, INCORPORATION PREMIER WINE & SPIRITS, INC. MENTILYS PRIME BY SPIRITS, INC. MENTILS PRIME BY SPIRITS, INC. MENTING BY SPIRITS, INC. MENTILS PRIME BY SPIRITS, INC. MENTILS PRIM		MERITUS PRIME DISTRIBUTIONS, INC.	81,250	66,030,225.00	869.82	4,402,015	
PARAGONA HOLDINGS CORP. 31,350 5,846,385.00 187.08 389,759 115		MONTOSCO, INC.	6,250	8,936,925.00	1,429.91	595,795	
HERTURA HOLDINGS CORPORATION 8,332 57,275.00 6941 38,555 46 518		PATAGONIA HOLDINGS CORP.	31,250	5,846,385.00	187.08	389,759	
PREMIER WINE & SPIRITS, INC. 13,750 337,775.00 106.79 222,485 71.5		118 HOLDINGS, INC.	8,332	578,325.00	69.41	38,555	4.6
PREMIER WINE & SPRITS, INC. PREMIER WINE & SPRITS, INC. MATION REALTY, INC. 1		FERTUNA HOLDINGS CORPORATION	31,250	3,337,275.00	106.79	222,485	7.1
ELLIMACE PRINTE HOLDINGS, INC. 2,500 317,280.00 126.91 1,285.00 285.00 126.91 19 19.0 19 19 19.0 19 19 19.0 19 19 19.0 19 19 19.0 19 19 19.0 19 19 19 19.0 19 19 19 19 19 19 19 19 19 19 19 19 19 1		PURE PETROLEUM CORP.	18,750	6,463,440.00	344.72	430,896	23.0
S.V.F. CORPORATION 1 285.00 285.00 150 150 NATION REALTY, INC. 1 14,175.00 14,175.00 32 32.0 GO FAY & CO., INCORPORADA 25,710,678 913,840,145.00 14,175.00 14,175.00 945 945.0 MERTIUS WINE & SPIRITS, INC. 81,249 66,029,415.00 86,828.2 4,401,961 945.0 MAGONIA HOLDINGS CORP. 81,249 66,029,415.00 1,621.92 117 117.0 PATAGONIA HOLDINGS CORP. 31,249 5,846,205.00 14,229.1 595.3 945.0 PURE PETROLEUM CORP. 31,249 5,846,205.00 14,229.1 5,247.8 7.1 SVE, CORPORATION 18,770 6,461,400 14,750.0 14,750.0 32,24.78 7.1 ANTION REALTY, INC. 1 14,750.0 14,175.00 14,175.00 6,041,695 GOFAY & CO., INCORPORADA 18,750 96,624,435.00 14,175.00 14,175.00 945 945.0 GO FAY & CO., INCORPORADA 1 14,760.00 14,175.00 14,		ELLIMAC PRIME HOLDINGS, INC.	2,500	317,280.00	126.91	21,152	8.5
GO FAY & CO., INCORPORADA 1,4,175.00 14,175.00 32 32.0		S.V.F. Coporation	1	285.00	285.00	19	19.0
SOFAY & CO. INCORPORADA 1,175.00 14,175.00 945 945.0		NATION REALTY, INC.	1	480.00	480.00	32	32.0
PREMIER WINE & SPIRITS, INC. 1 1,755.00 1,621.92 117 117.0 MERTIUS PRIME WINE & SPIRITS, INC. 1 1,755.00 1,621.92 117 117.0 MONDOSCO, INC. 6,249 8,935,500.00 1,429.91 595,700 95.3 PARGONIA HOLDINGS CORP. 31,249 3,337,700.00 106.79 235,700 95.3 PURE PETROLEUM CORP. 18,750 6,463,440.00 106.79 222,478 7 71.5 FERTUNA HOLDINGS CORPORATION 18,750 114,75.00 105.00 945 OF PAY & CO., INCORPORADA 168,750 90,628,425.00 14,175.00 945.5 FERTUNA HOLDINGS CORPORATION 1 105.00 105.00 945 MATION REALTY, INC. GO FAY & CO., INCORPORADA 1 14,750 14,175.00 945.5 MATION REALTY, INC. GO FAY & CO., INCORPORADA 1 14,750 14,175.00 945.5 MATION REALTY, INC. 1 14,750 14,175.00 945.5 1 14,775.00 94		GO FAY & CO., INCORPORADA	1	14,175.00	14,175.00	945	945.0
PREMIER WINE & SPIRITS, INC. MENTIUS PRIME DISTRIBUTIONS, INC. MENTIUS PRIME DISTRIBUTIONS, INC. MONTOSCO, INC. 6,249 6,6029,415.00 1,621.92 1,755.00 1,621.92 1,429.91 5,844 6,029,415.00 1,429.91 5,846 1,429.91 1,429.91 5,846 1,429.91 1,429.91 1,429.91 1,429.91 1,429.91 1,429.91 1,429.91 1,429.91 1,429.91 1,429.91 1,429.91 1,429.91 1,429.91 1,429.91 1,429.91 1,429.91 1,429.91 1,439.70 1,429.91 1,439.70 1,429.91 1,439.70 1,429.91 1,439.70 1,439.70 1,439.70 1,439.70 1,430.89 1,430.89 1,430.89 1,430.89 1,430.89 1,430.89 1,430.89 1,430.89 1,430.89 1,430.89 1,430.89 1,430.89 1,430.80 1,430.89 1,430.80 1,4							
MERITUS PRIME DISTRIBUTIONS, INC. 81,249 66,029,415.00 869.82 4,401,961 54.2 MONTOSCO, INC. 6,249 8,935,500.00 1,429.91 595,700 95.3 PATAGONIA HOLDINGS CORP. 31,249 5,846,205.00 187.08 389,747 12.5 FERTUNA HOLDINGS CORPORATION 18,750 6,463,440.00 344.72 430,896 23.0 S.V.F. Coporation 1 285.00 134.75.00 19.0 19.0 NATION REALTY, INC. 1 14,175.00 14,175.00 945 945.0 FERTUNA HOLDINGS CORPORATION 1 14,175.00 14,175.00 945 945.0 AMTION REALTY, INC. 1 105.00 14,175.00 945 945.0 AMTION REALTY, INC. 1 14,175.00 945 945.0 AMTION REALTY, INC. 1 14,175.00 945 945.0 AMTION REALTY, INC. 1 14,175.00 945 945.0	ina Marie P. Co	PREMIER WINE & SPIRITS, INC.	1	1,755.00	1,621.92	711	117.0
MONTOSCO, INC. 6,249 8,935,500.00 1,429.91 595,700 95.3 PATAGONIA HOLDINGS CORP. 31,249 5,846,205.00 187.08 389,747 12.5 FERTUNA HOLDINGS CORPORATION 18,750 6,463,440.00 344,72 430,896 23.0 S.V.F. COPOTATION 1 285.00 285.00 19.0 19.0 NATION REALTY, INC. 1 14,175.00 14,175.00 945. 945.0 GO FAY & CO., INCORPORADA 1 105.00 480.00 6,041,895 32.0 FERTUNA HOLDINGS CORPORATION 1 1,175.00 480.00 480.00 7 7.0 ANTION REALTY, INC. 1 14,175.00 14,175.00 945.0 945.0 ANTION REALTY, INC. 1 14,175.00 948.0 945.0 945.0 ANTION REALTY, INC. 3 1 14,750.00 945.0 945.0		MERITUS PRIME DISTRIBUTIONS, INC.	81,249	66,029,415.00	869.82	4,401,961	54.2
PATAGONIA HOLDINGS CORP. 31,249 5,846,205.00 187.08 389,747 12.5 FERTUNA HOLDINGS CORPORATION 31,249 3,337,170.00 106.79 222,478 7.1 PURE PETROLEUM CORP. 18,750 6,463,440.00 344.72 430,896 23.0 5.V.F. Coporation 1 285.00 285.00 19 19.0 NATION RALTY, INC. 1 480.00 480.00 32 32.0 GO FAY & CO., INCORPORATION 1 14,175.00 14,175.00 6,041,895 945.0 MATION REALTY, INC. 1 14,05.00 14,175.00 945 945.0 GO FAY & CO., INCORPORADA 3 14,760.00 945 945.0		MONTOSCO, INC.	6,249	8,935,500.00	1,429.91	295,700	95.3
FERTUNA HOLDINGS CORPORATION 31,249 3,337,170:00 106.79 222,478 7.1 PURE PETROLEUM CORP. 18,750 6,463,440:00 34.72 430,896 23.0 S.V.F. Coporation 1 480:00 480:00 19 19.0 NATION REALTY, INC. 1 105.00 105.00 14,175:00 32.0 GO FAY & CO., INCORPORADA 1 1 1,175:00 105.00 77 7.0 NATION REALTY, INC. 1 14,175:00 14,175:00 32.0 GO FAY & CO., INCORPORADA 3 14,175:00 945 945.0		PATAGONIA HOLDINGS CORP.	31,249	5,846,205.00	187.08	389,747	12.5
PURE PETROLEUM CORP. 18,750 6,463,440.00 344.72 430,896 23.0 S.V.F. Coporation NATION REALTY, INC. GO FAY & CO., INCORPORADA FERTUNA HOLDINGS CORPORATION NATION REALTY, INC. GO FAY & CO., INCORPORADA 1 14,175.00 105.00 7 7 7.0 HERTUNA HOLDINGS CORPORATION 1 168,750 90,628,425.00 6,041,895 GO FAY & CO., INCORPORADA 3 14,75.00 14,175.00 945 945.0 7 7.0 945.0 945.0 945.0 945.0 945.0 945.0 945.0		FERTUNA HOLDINGS CORPORATION	31,249	3,337,170.00	106.79	222,478	7.1
S.V.F. Coporation NATION REALTY, INC. GO FAY & CO., INCORPORADA FERTUNA HOLDINGS CORPORATION NATION REALTY, INC. GO FAY & CO., INCORPORADA 1		PURE PETROLEUM CORP.	18,750	6,463,440.00	344.72	430,896	23.0
NATION REALTY, INC. 1		S.V.F. Coporation	1	285.00	285.00	10	19.0
GO FAV & CO., INCORPORADA 1 14,175.00 14,175.00 945 945.0 FERTUNA HOLDINGS CORPORATION 1 105.00 105.00 105.00 7 7.0 NATION REALTY, INC. 1 14,175.00 480.00 32 32.0 GO FAY & CO., INCORPORADA 3 14,760.00 945 945.0		NATION REALTY, INC.	1	480.00		32	32.0
168,750 90,628,425.00 6,041,895		GO FAY & CO., INCORPORADA	1	14,175.00		945	945.0
FERTUNA HOLDINGS CORPORATION 1 105.00 105.00 7 7.0 NATION REALTY, INC. 1 480.00 480.00 32 32.0 GO FAY & CO., INCORPORADA 3 14,175.00 14,175.00 945.0 3 14,760.00 984 984.0			168,750	90,628,425.00		6,041,895	المرا
FERTUNA HOLDINGS CORPORATION 1 105.00 105.00 7 7.0 NATION REALTY, INC. 1 480.00 480.00 32 32.0 GO FAY & CO., INCORPORADA 3 14,175.00 14,175.00 945 945.0 3 14,760.00 984 984.0							
FERTUNA HOLDINGS CORPORATION 1 105.00 105.00 7 7.0 NATION REALTY, INC. 1 480.00 480.00 32 32.0 GO FAY & CO., INCORPORADA 1 14,175.00 14,175.00 945 945.0 3 14,760.00 984 984.0 984							
1 480.00 480.00 32 32.0 1 14,175.00 14,175.00 945 945.0 3 14,760.00 984	anardo B. Dayao	FERTUNA HOLDINGS CORPORATION		105.00			
1 14,175.00 14,175.00 945 945.0 3 14,760.00 984		NATION REALTY, INC.	1	480.00			
14,760.00		GO FAY & CO., INCORPORADA	1	14,175.00		94	
			3	14,760.00		86	4

ORN SHARES ACQUIRED-	π	н	.	n n	Ħ.	н	п	
RATIO OF ALCORN SHARES TO SHARES OF ACQUIRED- COMPANY	117.0 :1	4.0 :1	8.5	8.5 :1	32.2	18.6	117.0	
No of ALCORN Shares	35,105,093	4 4	15,170,432	9,297,998 20,785,434 30,083,432	58,500,000	37,752 37,752	18,722,131	4,987,406,421
Value divided by shareholdings	1,621.92	00:09	126.91	126.91	483.35	278.41	1,755.25	
VALUE	526,576,395.00 526,576,395.00	00.00	227,556,480.00	139,469,970.00 311,781,510.00 451,251,480.00	877,500,000.00	566,280.00	280,831,965.00 280,831,965.00	74,811,096,315
Total No. of Shareholdings	300,000 300,000	1	1,793,071	1,098,978 22,006 1,120,984	1,815,464	2,034	159,995	1,516,034,149
	PREMIER WINE & SPIRITS, INC.	118 HOLDINGS, INC.	ELLIMAC PRIME HOLDINGS, INC.	ELLIMAC PRIME HOLDINGS, INC. GO FAY & CO., INCORPORADA	NATION REALTY, INC.	S.V.F. Coporation	PREMIER WINE & SPIRITS, INC.	
	Jose Paulino Santamarina P	Baby Gerlie I. Sacro	KMC Realty Corporation E	VFC Land Resources, Inc.	SPC Resouces, Inc.	118 Holdings, Inc.	Invesco Company, Inc.	

	Total No. of Shareholdings	VALUE	Value divided by shareholdings	No of ALCORN Shares	RATIO OF ALCORN SHARES TO SHARES OF ACQUIRED- COMPANY
GO FAY & CO., INCORPORADA	6	127,500.00		8,500	944,4 :1
	6	127,500.00		8,500	_
GO FAY & CO INCORPORADA	m	127,500.00		8,500	944.4 :1
	6	127,500.00	•	8,500	
GO FAY & CO., INCORPORADA	145	2,054,370.00		136,958	3 944.5 :1
	145	2,054,370.00		136,958	اسا
	163	2,309,370.00		153,958	الما
	1,516,034,312	74,813,405,685.00		4,987,560,379	

John Francis Sy

TOTAL GO FAY

Remedios Ngo

Baldomero Sy

TREASURER'S AFFIDAVIT

- I, MARY S. DEMETILLO, Filipino, of legal age, married, and with office address at No. 900 Romualdez St., Paco, Manila after being sworn depose and say that:
 - I was appointed Chief Financial Officer, with the equivalent rank of a Treasurer, of Alcorn Gold Resources Corporation (the "Corporation") to act as such until my successor has been duly elected and qualified in accordance with the by-laws of the corporation;
 - 2. As Chief Financial Officer, I have been authorized to receive for the corporation all subscription paid in by the subscribers for the capital stock;
 - 3. That an increase to the authorized capital stock of the Corporation was approved by the Board of Directors and the stockholders representing more than 2/3 of the outstanding capital stock of the Corporation, from Three Billion Pesos (P3,000,000,000.00) divided into Three Hundred Billion (300,000,000,000) shares with the par value of One Centavo (P0.01) per share to Ten Billion Pesos (P10,000,000,000.00) divided into Ten Billion (10,000,000,000) shares with the par value of One Peso (P1.00) per share;
 - 4. Of the Seven Billion Pesos (₽7,000,000,000.00) equivalent to Seven Hundred Billion (700,000,000,000) shares representing the increase in the authorized capital stock, Seventy Four Billion Eight Hundred Eleven Million Ninety-Six Thousand Three Hundred Fifteen Pesos (₽74,811,096,315.00-) worth of shares or Four Billion Nine Hundred Eighty Seven Million Four Hundred Six Thousand Four Hundred Twenty-One (4,987,406,421) common shares have been actually subscribed and paid to me by means of shares swap between the Corporation and certain shareholders of Puregold Price Club, Inc., Ellimac Prime Holdings, Inc., Go Fay & Co., Incorporada, SVF Corporation, Nation Realty, Inc., 118 Holdings, Inc., Patagonia Holdings Corp., Fertuna HoldingsCorporation. Premier Wine and Spirits, Inc., Montosco Inc., Meritus Prime Distributions, Inc., and Pure Petroleum, Inc. as consideration for the same, as set forth in Annex "A" for the benefit and to the credit of the Corporation.

MARY S. DEMETILLO
Chief Financial Officer/Treasurer

SUBSCRIBED AND SWORN to before me on _

at the

City of Manila. Affiant exhibited to me her Social Security No. 33-0868982-9.

Page No. IT Book No. IV

Series of 2013.

Notary Public
Until Dec. 31, 2013
PTR No. 1403274 01-02-13 Mla.
IBP No. 905607 11-09-12 Mla.
Roll No. 15654
MCLE Compliance No. III
0019431 12-2-10

80.00 32.60 1,212,744,452 60.00 1,755.25 60,848,944 30.00 812.68 86,008,662 65.00 1,429.91 98,902,111 00.00 187.08 114,589,260 65.00 69.41 23,310,351 75.00 106.79 10,234,305 90.00 344.72 62,336,246 50.00 126.91 1,015,270 35.00 278.41 134,623,689	18,191,166,780.00 912,734,160.00 1,290,129,930.00 1,483,531,665.00 1,718,838,900.00 349,655,265.00 153,514,575.00 935,043,690.00 15,229,050.00 2,019,355,335.00	520,001 1,587,501 1,037,501 9,187,501 5,037,501 1,437,500 2,712,500 120,000 7,253,061	ELLIMAC PRIME HOLDINGS, INC. S.V.F. Coporation
32.60 1,3 1,755.25 812.68 1,429.91 187.08 69.41 106.79 344.72 126.91	18,191,166,78 912,734,16 1,290,129,93 1,483,531,66 1,718,838,90 349,655,26 153,514,57 935,043,69 15,229,05	520,001 1,587,501 1,037,501 9,187,501 5,037,501 1,437,500 2,712,500 120,000	ELLIMAC PRIME HOLDINGS, INC.
32.60 1,2 1,755.25 812.68 1,429.91 187.08 1 69.41 106.79 344.72	18,191,166,78 912,734,16 1,290,129,93 1,483,531,66 1,718,838,90 349,655,26 153,514,57 935,043,69	520,001 1,587,501 1,037,501 9,187,501 5,037,501 1,437,500 2,712,500	
32.60 1, 1,755.25 812.68 1,429.91 187.08 69.41 106.79	18,191,166,78 912,734,16 1,290,129,93 1,483,531,66 1,718,838,90 349,655,26 153,514,57	520,001 1,587,501 1,037,501 9,187,501 5,037,501 1,437,500	PURE PETROLEUM CORP.
32.60 1, 1,755.25 812.68 1,429.91 187.08 69.41	18,191,166,78 912,734,16 1,290,129,93 1,483,531,66 1,718,838,90	520,001 1,587,501 1,037,501 9,187,501 5,037,501	FERTUNA HOLDINGS CORPORATION
32.60 1, 1,755.25 812.68 1,429.91 187.08	18,191,166,78 912,734,16 1,290,129,93 1,483,531,66 1,718,838,90	520,001 1,587,501 1,037,501 9,187,501	118 HOLDINGS, INC.
32.60 1,2 1,755.25 812.68 1,429.91	18,191,166,78 912,734,16 1,290,129,93 1,483,531,66	520,001 1,587,501 1,037,501	PATAGONIA HOLDINGS CORP.
32.60 1,2 1,755.25 812.68	18,191,166,78 912,734,16 1,290,129,93	520,001 1,587,501	MONTOSCO, INC.
32.60 1,2 1,755.25	18,191,166,78 912,734,16	520,001	MERITUS PRIME DISTRIBUTIONS, INC.
32.60	18,191,166,78		PREMIER WINE & SPIRITS, INC.
		558,011,251	PUREGOLD PRICE CLUB, INC.
5.00 2,416,622,757	36,249,341,355.00	725,530,332	
14,168.02	97,943,535.00	6,913	GO FAY & CO., INCORPORADA
55.00 483.35 100,994,957	1,514,924,355.00	3,134,238	NATION REALTY, INC.
15.00 278.41 134,623,689	2,019,355,335.00	7,253,061	S.V.F. Coporation
15.00 126.91 283,648,893	4,254,733,395.00	33,525,914	ELLIMAC PRIME HOLDINGS, INC.
15.00 344.72 62,336,247	935,043,705.00	2,712,500	PURE PETROLEUM CORP.
75.00 106.79 10,234,305	153,514,575.00	1,437,500	FERTUNA HOLDINGS CORPORATION
0.00 69.41 23,310,348	349,655,220.00	5,037,500	118 HOLDINGS, INC.
5.00 187.08 114,589,249	1,718,838,735.00	9,187,500	PATAGONIA HOLDINGS CORP.
5.00 1,429.91 98,902,017	1,483,530,255.00	1,037,500	MONTOSCO, INC.
0.00 812.68 86,008,608	1,290,129,120.00	1,587,500	MERITUS PRIME DISTRIBUTIONS, INC.
0.00 1,755.25 60,848,828	912,732,420.00	520,000	PREMIER WINE & SPIRITS, INC.
5.00 32.60 1,434,596,047	21,518,940,705.00	660,090,206	PUREGOLD PRICE CLUB, INC.

Susan P. Co

Lucio L. Co

Total No. of Shareholdings

VALUE

Value divided by shareholdings

No of ALCORN Shares

TO SHARES OF ACQUIRED-COMPANY

	187,851,234		2,817,768,510.00	83,799,407	
945.0 :1	945	14,175.00	14,175.00	1	GO FAY & CO., INCORPORADA
32.0 :1	32	480.00	480.00	1	NATION REALTY, INC.
19.0 :1	. 19	285.00	285.00	1	S.V.F. Coporation
8.5 :1	42,303	126.91	634,545.00	5,000	ELLIMAC PRIME HOLDINGS, INC.
23.0 :1	430,896	344.72	6,463,440.00	18,750	PURE PETROLEUM CORP.
7.1 .1	222,485	106.79	3,337,275.00	31,250	FERTUNA HOLDINGS CORPORATION
4.6 :1	38,560	69.41	578,400.00	8,333	118 HOLDINGS, INC.
12.5 :1	389,759	187.08	5,846,385.00	31,250	PATAGONIA HOLDINGS CORP.
95.3 :1	595,795	1,429.91	8,936,925.00	6,250	MONTOSCO, INC.
54.2 :1	4,402,015	812.68	66,030,225.00	81,250	MERITUS PRIME DISTRIBUTIONS, INC.
117.0 :1	117	1,755.00	1,755.00	J.	PREMIER WINE & SPIRITS, INC.
2.2 :1	181,728,308	32.60	2,725,924,620.00	83,617,320	PUREGOLD PRICE CLUB, INC.
COMPANY	ALCORN Shares	shareholdings	VALUE	Shareholdings	
RATIO OF ALCORN SHARES	No of	Value divided by		Total No. of	

Ferdinand Vincent P. Co

											Pamela Justine P. Co
GO FAY & CO., INCORPORADA	NATION REALTY, INC.	S.V.F. Coporation	ELLIMAC PRIME HOLDINGS, INC.	PURE PETROLEUM CORP.	FERTUNA HOLDINGS CORPORATION	118 HOLDINGS, INC.	PATAGONIA HOLDINGS CORP.	MONTOSCO, INC.	MERITUS PRIME DISTRIBUTIONS, INC.	PREMIER WINE & SPIRITS, INC.	PUREGOLD PRICE CLUB, INC.
-	1	-	2,500	18,750	31,250	8,333	31,250	6,250	81,250	-	83,617,320
14,175.00	480.00	285.00	317,280.00	6,463,440.00	3,337,275.00	578,400.00	5,846,385.00	8,936,925.00	66,030,225.00	1,755.00	2,725,924,620.00
14,175.00	480.00	285.00	126.91	344.72	106.79	69.41	187.08	1,429.91	869.82	1,621.92	32.60
945	32	19	21,152	430,896	222,485	38,560	389,759	595,795	4,402,015	117	181,728,308

83,796,907

2,817,451,245.00

187,830,083

32.0 :1 945.0 :1

19.0 :1

2.2 :1 117.0 :1

54.2 :1

95.3 :1 12.5 :1 4.6 :1 7.1 :1 23.0 :1 8.5 :1

*	984		14.760.00	3		
The state of the s					מסימו מיכטין וויכטווו סופינים	
945.0		14	14 175 00		GO FAY & CO INCORPORADA	
32.0 :1	32	480.00	480.00	1	NATION REALTY, INC.	
7.0			105.00	1	FERTUNA HOLDINGS CORPORATION	Leonardo B. Dayao
	6,041,895		90,628,425.00	168,750		
945.0 :1	945	14,175.00	14,175.00	1	GO FAY & CO., INCORPORADA	
32.0 :1	32	480.00	480.00	1	NATION REALTY, INC.	
19.0 :1	19	285.00	285.00	1	S.V.F. Coporation	
23.0 :1	430,896	344.72	6,463,440.00	18,750	PURE PETROLEUM CORP.	
7.1 :1	222,478	106.79	3,337,170.00	31,249	FERTUNA HOLDINGS CORPORATION	
12.5 :1	389,747	187.08	5,846,205.00	31,249	PATAGONIA HOLDINGS CORP.	
95.3 :1	595,700	1,429.91	8,935,500.00	6,249	MONTOSCO, INC.	
54.2 :1	4,401,961	869.82	66,029,415.00	81,249	MERITUS PRIME DISTRIBUTIONS, INC.	
117.0 :1	117	1,621.92	1,755.00	1	PREMIER WINE & SPIRITS, INC.	Katrina Marie P. Co
	61,589,343		923,840,145.00	25,710,678		
945.0 :1	945	14,175.00	14,175.00	1	GO FAY & CO., INCORPORADA	
32.0 :1	32	480.00	480.00	1	NATION REALTY, INC.	
19.0 :1	19	285.00	285.00	1	S.V.F. Coporation	
8.5 :1	21,152	126.91	317,280.00	2,500	ELLIMAC PRIME HOLDINGS, INC.	
23.0 :1	430,896	344.72	6,463,440.00	18,750	PURE PETROLEUM CORP.	
7.1 :1	222,485	106.79	3,337,275.00	31,250	FERTUNA HOLDINGS CORPORATION	
4.6 :1	38,555	69.41	578,325.00	8,332	118 HOLDINGS, INC.	
12.5 :1	389,759	187.08	5,846,385.00	31,250	PATAGONIA HOLDINGS CORP.	
95.3 :1	595,795	1,429.91	8,936,925.00	6,250	MONTOSCO, INC.	
54.2 :1	4,402,015	869.82	66,030,225.00	81,250	MERITUS PRIME DISTRIBUTIONS, INC.	
117.0 :1	117	1,621.92	1,755.00	-	PREMIER WINE & SPIRITS, INC.	
2.2 :1	55,487,573	32.60	832,313,595.00	25,531,092	PUREGOLD PRICE CLUB, INC.	Camille Clarisse P. Co
COMPANY	ALCORN Shares	shareholdings	VALUE	Shareholdings		
TO SHARES OF ACQUIRED-	No of	Value divided by		Total No. of		

	Invesco Company, Inc.	118 Holdings, Inc.	SPC Resouces, Inc.	VFC Land Resources, Inc.	KMC Realty Corporation	Baby Gerlie I. Sacro	Jose Paulino Santamarina	
	PREMIER WINE & SPIRITS, INC.	S.V.F. Coporation	NATION REALTY, INC.	ELLIMAC PRIME HOLDINGS, INC. GO FAY & CO., INCORPORADA	ELLIMAC PRIME HOLDINGS, INC.	118 HOLDINGS, INC.	PREMIER WINE & SPIRITS, INC.	
1,516,034,149	159,995 159,995	2,034 2,034	1,815,464 1,815,464	1,098,978 22,006 1,120,984	1,793,071 1,793,071	1 1	300,000	Total No. of Shareholdings
74,811,096,315	280,831,965.00 280,831,965.00	566,280.00 566,280.00	877,500,000.00 877,500,000.00	139,469,970.00 311,781,510.00 451,251,480.00	227,556,480.00 227,556,480.00	60.00	526,576,395.00 526,576,395.00	VALUE
	1,755.25	278.41	483.35	126.91 14,168.02	126.91	60.00	1,621.92	Value divided by shareholdings
4,987,406,421	18,722,131 18,722,131	37,752 37,752	58,500,000 58,500,000	9,297,998 20,785,434 30,083,432	15,170,432 15,170,432	4 4	35,105,093 35,105,093	No of ALCORN Shares
171	117.0 :1	18.6 :1	32.2 :1	8.5 :1 944.5 :1	% %	4.0 :1	117.0 :1	RATIO OF ALCORN SHARES TO SHARES OF ACQUIRED- COMPANY

4,987,560,379		74,813,405,685.00	1,516,034,312 ·		
153,958	t	2,309,370.00	163		TOTAL GO FAY
136,958		2,054,370.00	145		
136,958		2,054,370.00	145	GO FAY & CO., INCORPORADA	Remedios Ngo
8,500		127,500.00	9		
8,500		127,500.00	9	GO FAY & CO., INCORPORADA	Baldomero Sy
8,500		127,500.00	9		
8,500		127,500.00	9	GO FAY & CO., INCORPORADA	John Francis Sy

Total No. of Shareholdings

VALUE

Value divided by shareholdings

No of ALCORN Shares

RATIO OF ALCORN SHARES
TO SHARES OF ACQUIREDCOMPANY

KNOW ALL MEN BY THESE PRESENTS:

This Second Amended and Restated Deed of Assignment in Payment for Subscription (the "Deed") is entered into on _____APR 1 6 2013 _____, by and between

LUCIO L. CO, Filipino, with address at No. 22 Pili Avenue, South Forbes Park, Makati City (the "Subscriber");

-and-

ALCORN GOLD RESOURCES CORPORATION., a corporation duly organized and existing under the laws of the Philippines, with registered office address at 900 Romualdez St., Paco, Manila, Philippines, represented herein by MR. LEONARDO B. DAYAO, its duly authorized representative (the "Company" or "AGRC");

RECITALS:

WHEREAS, the Company has an authorized capital stock of Three Billion Pesos (Php3,000,000,000.00) divided into Three Hundred Billion (300,000,000,000) common shares valued at One Centavo (Php0.01) per share;

WHEREAS, the Company's shareholders and board of directors approved an increase in its authorized capital stock to Ten Billion Pesos (Php10,000,000,000.00) divided into Ten Billion (10,000,000,000) common shares and a change in the par value per share to One Peso (Php 1.00) per share ("Amendments"),

WHEREAS, out of the total increase in authorized capital stock of the Company of Seven Billion (7,000,000,000) shares, a total of 4,987,406,421 shares will be subscribed and issued to the Subscriber and to other subscribers, subject to certain Closing Conditions ("Swap Shares");

WHEREAS, the Subscriber desires to subscribe to 2,474,336,254 ("New Shares") by way of a swap of shares of certain corporations, more particularly described in Schedule A;

WHEREAS, the application for the Amendments will be filed with the Securities and Exchange Commission;

WHEREAS, the Company will apply for the listing of the Swap Shares with the Philippine Stock Exchange;

WHEREAS, there is a need to further revise the Amended and Restated Deed of Assignment In Payment of Subscription entered into by the Subscriber and the Company on 12 April 2013 to correct the error in the number of shares owned by Subscriber in Nation Realty, Inc. and the number of New Shares to be subscribed by the Subscriber in exchange for its shares in Nation Realty, Inc.;

NOW THEREFORE, in consideration of the foregoing, the Deed is amended and restated to read as follows:

1. SUBCSCRIPTION TO NEW SHARES

- Subject to the terms and conditions herein, the Subscriber hereby agrees to subscribe, and the Company accepts such subscription, to 2,474,336,254 common shares out of the Company's increase in authorized capital stock (the "New Shares") by way of a swap of shares of certain corporations, for the Consideration specified in Section 2 hereof.
- 1.2 The subscription to the New Shares is made and accepted at a premium over prevailing market price at Pesos: Fifteen (Php 15.00) per share.

2. CONSIDERATION

2.1 For and in consideration of the foregoing premises, the Subscriber hereby assigns, transfers, and conveys unto the Company the shares of stock held in the Subject Companies ("Subject Companies") with the following corresponding values as stated in Schedule A, free from all liens and encumbrances, in full payment of their subscription to the New Shares.

3. CLOSING CONDITION AND ISSUANCE OF NEW SHARES

- 3.1 The issuance of the New Shares shall be made immediately upon the occurrence of all of the following conditions, without need of any further consent or action:
 - (a) approval by the Securities and Exchange Commission of the Amendments;
 - (b) approval of the Philippine Stock Exchange ("PSE") of the listing of the Swap Shares; and
 - (b) arrival of the Listing Date Of The Swap Shares, such date to be agreed upon with the the PSE.

For purposes of this Deed, Listing Date Of The Swap Shares shall mean the day that the Swap Shares are listed in, and can commence trading at the PSE.

3.2 The Company agrees to cause its Corporate Secretary to issue one or more separate stock certificates to the Subscriber, evidencing the number of New Shares subscribed, immediately upon the occurrence of all conditions as set forth in Section 3.1.

4. TAXES, FEES, AND EXPENSES

4.1 All applicable taxes, including fees and expenses, such as but not limited to the registration fees, documentary stamp taxes and other fees, due in connection with the preparation, execution and delivery of this Deed and the issuance and subscription of the New Shares shall be for the account of the Company. Documentary stamp taxes required to be paid on the issuance of the stock certificates evidencing the New Shares shall be paid promptly by the Company within the period and in such amount required under existing laws.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 The Company represents and warrants to the Subscriber that:
 - a. The Company has the corporate power and authority to execute and deliver this Deed and to perform all the terms and conditions thereof to be performed by it and to consummate the transactions contemplated hereby. The execution and delivery by the Company of this Deed, the performance of the terms and conditions hereof to be performed by it and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary corporate action of the Company. This Deed constitutes, when executed and delivered by the Company, the legal, valid and binding obligation of the Company enforceable against it in accordance with the terms hereof, except as with respect to the enforceability hereof and thereof may be limited by bankruptcy, insolvency or similar laws affecting creditor's rights generally. No other consent, approval, authorization or validation of or filing or registration with any party or governmental agency or body is required in connection with the execution, delivery and performance of this Deed or the legality, validity, enforceability, and binding effect of this Deed;
 - b. Subject only to the approval requirements stated in Section 3 hereof, the New Shares will be duly and validly issued and have been fully paid and once issued, may be freely transferred and shall not be subject to any restrictions or limitations other than those already stated in the Company's Articles of Incorporation.

- 5.2 The Subscriber covenants with and represents and warrants to the Company that this Deed constitutes, when executed and delivered by the Company, the legal, valid, and binding obligation of the Shareholder enforceable against it in accordance with the terms hereof.
- 5.3 The above representations and warranties of the Company are true and correct as of the date of this Deed and shall continue to be true and correct until the issuance of the New Shares.

6. BINDING EFFECT

6.1 This Deed shall be binding upon and shall inure to the benefit of the parties and their respective successors, heirs, co-owners, and assigns.

7. ENTIRE AGREEMENT

7.1 Without prejudice to the stipulations of this Deed, this document contains the entire agreement of the parties concerning the subject matter hereof, and shall, as of the date hereof, supersede all previous understandings and deeds, whether orai or written, between the parties on the subject.

8. NO WAIVER

8.1 The failure of either party to this Deed to insist upon the strict performance of any of the terms and conditions hereof shall not be construed as a waiver thereof or of any other terms and conditions of this Deed, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

9. SEPARABILITY

9.1 In the event that any one or more of the provisions of this Deed are declared invalid, illegal, or unenforceable, such provision/s shall be deemed stricken out, and the invalidity, illegality, or unenforceability of those provision/s shall not affect the rest of the Deed, which shall remain in full force and effect.

10. AMENDMENT OR MODIFICATION

10.1 Any amendment or modification of this Deed, or any additional obligation assumed by either party in connection with this deed, shall be binding only if in writing and signed by the parties or by their authorized representatives.

11. VENUE OF ACTIONS

11.1 All actions or proceedings arising out of or in connection with this Deed shall be brought exclusively before the proper courts of City of Manila, Philippines.

12. GOVERNING LAW

12.1 This Deed shall be governed by and construed and implemented for all purposes in accordance with the laws of the Republic of the Philippines.

sign these presents on MAKATI CI	the date above written, in
THE SUBSCRIBER	THE COMPANY
11111	ALCORN GOLD
JIM-	RESOURCES CORPORATION
LUCIO L. CO TIN: 108-975-971	TIN: 000-432-378-000
6	Name/LEONARDO B. DOYAO Title: President TIN: 135-546-915
SIGNED IN THE PRESENCE OF	SIGNED IN THE PRESENCE OF

ACKNOWLEDGMENT

REPUBLIC OF THE PH MAKATI CITY	ILIPPINES)) S.S.		
BEFORE ME, Philippines, personally ap		013 , in MAKATI CIT with their identification documents:	Y
NAME Lucio L. Co	PASSPORT NO. EB1321171	DATE/PLACE ISSUED NOVEMBER 8, 2010 / MANILA	
Alcorn Gold Resources C TIN: 000-432-378-000	Corporation		
By: Leonardo B. Dayao	XX4412442	AUGUST 22, 2009 / MANILA	
		persons who executed the foregoing their own free and voluntary act and	
IN WITNESS WHEREO the day, year, and place a		my hand and affixed my notarial seal,	
Doc. No. 147; Page No. 031; Book No. T; Series of 2013.		ATTY. BEATRICE EUSEBIA P. ROQUÍ. Commission No. M-207 Notary Public for Makati City Until December 31,2014 21° Fir. Philamlife Tower 8767 Paseo De Roxas, Makati City Roll No. 61282 PTR No. 3672976 - 01-03-2013 / Makati IBP No. 908394 - 01-03-2013 / Makati	

Lucio L. Co

	Total No. of Shareholdings	VALUE	Value divided by shareholdings	No of ALCORN Shares	RATIO OF ALCORN SHARES TO SHARES OF ACQUIRED-COMPANY	ALCORN SHARES OF
PUREGOLD PRICE CLUB, INC.	660,090,206	21,518,940,705.00	32.60	1,434,596,047	22 :1	τ.
PREMIER WINE & SPIRITS, INC.	520,000	912,732,420.00	1,755.25	60,848,828	117.0	۲.
INC.	1,587,500	1,290,129,120.00	812.68	86,008,608	54.2	τ.
MONTOSCO, INC.	1,037,500	1,483,530,255.00	1,429.91	98,902,017	95.3	7.
PATAGONIA HOLDINGS CORP.	9,187,500	1,718,838,735.00	187.08	114,589,249	12.5	E
118 HOLDINGS, INC.	5,037,500	349,655,220.00	69.41	23,310,348	4.6	Ž.
CORPORATION	1,437,500	153,514,575.00	106.79	10,234,305	7.1	7
PURE PETROLEUM CORP.	2,712,500	935,043,705.00	344.72	62,336,247	23.0	Τ.
ELLIMAC PRIME HOLDINGS, INC.	33,525,914	4,254,733,395.00	126.91	283,648,893	8.5	Τ.
S.V.F. Corporation	7,253,061	2,019,355,335.00	278.41	134,623,689	18.6	Ľ
NATION REALTY, INC.	3,134,238	1,514,924,355.00	483.35	100,994,957	32.2	۲.
GO FAY & CO., INCORPORADA	6,913	97,943,535.00	14,168.02	6,529,569	944.5	τ.
	725,530,332	725,530,332 36,249,341,355.00		2,416,622,757		

- I, CANDY DACANAY-DATUON, Filipino, of legal age, and with office address at 900 Romualdez St., Paco, Manila, after having been duly sworn to in accordance with law, do hereby depose and state that:
 - I am the duly elected Assistant Corporate Secretary of PUREGOLD PRICE CLUB, INC. (the "Corporation"), a corporation duly organized and existing under the laws of the Republic of the Philippines, with address at 900 Romualdez St., Paco, Manila;
 - As such Corporate Secretary, I have in my custody the books and records and other papers of the Corporation;
 - 3. On 20 February 2013, the following shareholders of the Corporation subscribed to an increase in authorized capital stock of Alcorn Gold Resources Corporation ("AGRC"), through a share for share swap transaction (their shares in the Corporation in exchange for shares in AGRC): Lucio L. Co; Susan P. Co; Ferdinand Vincent P. Co; Pamela Justine P. Co; and Camille Clarisse P. Co (collectively the "Subscribers").
 - As of 20 February 2013, the Subscribers have subscribed and paid up their shareholdings in the Corporation, as follows:

Name	Total Subscribed Shares (Php100.00/share)	Total Paid-Up (Php100.00/share)
Lucio L. Co	870,939,301	Php 87,093,930,100.00
Susan P. Co	736,253,810	Php 73,625,381,000.00
Ferdinand Vincent P.	110,326,754	Php 11,032,675,400.00
Pamela Justine P. Co	110,326,754	Php 11,032,675,400.00
Camille Clarisse P. Co	33,686,353	Php 3,368,635,300.00

4. I hereby undertake to submit proof of transfer of ownership to the SEC of the swap/assignment of shares in payment for subscription once the increase in authorized in authorized capital stock as described in par. 2 above is approved by the SEC, in the form of a certification from the Corporate Secretary or Stock and Transfer Agent of the Corporation that the subscription by AGRC has been reflected in the books of the Corporation and copies of the stock certificates duly issued by the Corporation. Done this ___ day of ____, 2013 at ____MANILA, Philippines.

TIN: 233-200-397

SUBSCRIBED AND SWORN to before me this _____ at Makati City, affiant exhibiting to me her Philippine Passport No. EB 7601184 issued on 10 March 2013 at DFA Manila.

Doc. No. 58; Page No. 13; Book No. 211; Series of 2013. Netary Public

Until Dec. 31, 2013 PTR No.1403274 01-02-13 Mla. LBP No. 905607 11-09-12 Mla.

MCLE Compliance No. III 0019431 12-2-10

- I, CANDY H. DACANAY-DATUON, Filipino, of legal age, and with office address at No. 900 Romualdez St., Paco, Manila, after having been duly sworn to in accordance with law, do hereby depose and state that:
 - I am the duly elected Assistant Corporate Secretary of MERITUS PRIME DISTRIBUTIONS, INC. (the "Corporation"), a corporation duly organized and existing under the laws of the Republic of the Philippines, with address at 1379 San Gregorio St., Paco, Manila;
 - As such Assistant Corporate Secretary, I have in my custody the books and records and other papers of the Corporation;
 - On 20 February 2013, the following shareholders of the Corporation subscribed to an increase in authorized capital stock of Alcorn Gold Resources Corporation ("ARGC"), through a share for share swap transaction (their shares in the Corporation in exchange for shares in AGRC): Lucio L. Co; Susan P. Co; Ferdinand Vincent P. Co; Pamela Justine P. Co; Camille Clarisse P. Co; and Katrina Marie P. Co (collectively the "Subscribers").
 - 3. As 19 April 2013, the Subscribers have subscribed and paid up their shareholdings in the Corporation, as follows:

Name	Subscribed Shares (Php100.00/share)	Paid-Up (Php100.00/share)
Lucio L. Co	1,587,500	Php 158,750,000.00
Susan P. Co	1,587,501	Php 158,750,100.00
Ferdinand Vincent P. Co	81,250	Php 5,781,250.00
Pamela Justine P. Co	81,250	Php 5,781,250.00
Camille Clarisse P. Co	81,250	Php 5,781,250.00
Katrina Marie P. Co	81,249	Php 5,781,150.00

4. I hereby undertake to submit evidence to the SEC of the swap/assignment of shares in payment for subscription once the increase in authorized capital stock as described in par. 2 above is approved by the SEC, in the form of a certification from the Assistant Corporate Secretary or Stock and Transfer Agent of the Corporation that the subscription by AGRC has been reflected in the books of the Corporation and Subject Companies, copies of the stock certificates duly issued by the Subject Companies to the Corporation.

Done this PR day of at ______, Philippines.

CANDY H. DACANAY-DATUON Assistant Corporate Secretary TIN: 233-200-394

SUBSCRIBED AND SWORN to before me this ____ day of ____ at _____, affiant exhibiting to her Passport No. EH7601184 issued on 10 March 2013 valid until 09 March 2018 issued by DFA Manila.

Page No. Sheries of 2013.

Unil Dec 31, 2013.
PTR No.1403274 01-02-13 Mla.
IBP No. 905607 11-09-12 Mla.
Roll No. 15654
MCLE Compliance No. III
0019431 12-2-10

I, BABY GERLIE I. SACRO, Filipino, of legal age, and with office address at No. 900 Romualdez St., Paco, Manila, after having been duly sworn to in accordance with law, do hereby depose and state that:

- I am the duly elected Corporate Secretary of PATAGONIA HOLDINGS CORP. (the "Corporation"), a corporation duly organized and existing under the laws of the Republic of the Philippines, with address at No. 900 Romualdez St., Paco, Manila;
- As such Corporate Secretary, I have in my custody the books and records and other papers of the Corporation;
- 3. On 20 February 2013, the following shareholders of the Corporation subscribed to an increase in authorized capital stock of Alcorn Gold Resources Corporation ("ARGC"), through a share for share swap transaction (their shares in the Corporation in exchange for shares in AGRC): Lucio L. Co; Susan P. Co; Ferdinand Vincent P. Co; Pamela Justine P. Co; Camille Clarisse P. Co; and Katrina Marie P. Co (collectively the "Subscribers").
- As 19 April 2013, the Subscribers have subscribed and paid up their shareholdings in the Corporation, as follows:

Name	Subscribed Shares (Php100.00/share)	Paid-Up (Php100.00/share)
Lucio L. Co	9,187,500	Php 918,750,000.00
Susan P. Co	9,187,501	Php 918,750,100.00
Ferdinand Vincent P. Co	31,250	Php 781,250.00
Pamela Justine P. Co	31,250	Php 781,250.00
Camille Clarisse P. Co	31,250	Php 781,250.00
Katrina Marie P. Co	31,249	Php 781,150.00

4. I hereby undertake to submit evidence to the SEC of the swap/assignment of shares in payment for subscription once the increase in authorized capital stock as described in par. 2 above is approved by the SEC, in the form of a certification from the Corporate Secretary or Stock and Transfer Agent of the Corporation that the subscription by AGRC has been reflected in the books of the Corporation and Subject Companies, copies of the stock certificates duly issued by the Subject Companies to the Corporation.

Done this Programme at MANILA Philippines.

BABY GERLIE I. SACRO Corporate Secretary TIN: 914-383-469

SUBSCRIBED AND SWORN to before me this day of affiant exhibiting to her Social Security System ID No. 33-5424755-8.

lay of _____

Doc. No. 435 Page No. 88 Book No. XIII

Series of 2013.

BP No. 905607 11-9-12 M Roll No. 15654 MCLE Compliance No. III

- I, BABY GERLIE I. SACRO, Filipino, of legal age, and with office address at No. 900 Romualdez St., Paco, Manila, after having been duly sworn to in accordance with law, do hereby depose and state that:
 - I am the duly elected Corporate Secretary of 118 HOLDINGS, INC. (the "Corporation"), a corporation duly organized and existing under the laws of the Republic of the Philippines, with address at No. 900 Romualdez St., Paco, Manila;
 - As such Corporate Secretary, I have in my custody the books and records and other papers of the Corporation;
 - On 20 February 2013, the following shareholders of the Corporation subscribed to an
 increase in authorized capital stock of Alcorn Gold Resources Corporation ("ARGC"),
 through a share for share swap transaction (their shares in the Corporation in
 exchange for shares in AGRC): Lucio L. Co; Susan P. Co; Ferdinand Vincent P. Co;
 Pamela Justine P. Co; Camille Clarisse P. Co; and Baby Gerlie I. Sacro (collectively
 the "Subscribers").
 - 3. As 19 April 2013, the Subscribers have subscribed and paid up their shareholdings in the Corporation, as follows:

Name	Subscribed Shares (Php100.00/share)	Paid-Up (Php100.00/share)
Lucio L. Co	5,037,500	Php 503,750,000.00
Susan P. Co	5,037,501	Php 503,750,100.00
Ferdinand Vincent P. Co	8,333	Php 208,300.00
Pamela Justine P. Co	8,333	Php 208,300.00
Camille Clarisse P. Co	8,332	Php 208,200.00
Baby Gerlie I. Sacro	1	Php100.00

4. I hereby undertake to submit evidence to the SEC of the swap/assignment of shares in payment for subscription once the increase in authorized capital stock as described in par. 2 above is approved by the SEC, in the form of a certification from the Corporate Secretary or Stock and Transfer Agent of the Corporation that the subscription by AGRC has been reflected in the books of the Corporation and Subject Companies, copies of the stock certificates duly issued by the Subject Companies to the Corporation.

Done this R day of ____ at MANIL APhilippines.

BABY GERLIE I. SACRO Corporate Secretary TIN: 914-383-469

SUBSCRIBED AND SWORN to before me this ____ day of affiant exhibiting to her Social Security System ID No. 33-5424755-8.

MANILA

Doc. No. ∜3)
Page No.

Book No.

Series of 2013.

PTR No.140327 01-02-11 M IBP No. 905607 11-09 12 MI Roll No. 15654 MCLE Compliance No. III

0019431 12-2-10

- I, BABY GERLIE I. SACRO, Filipino, of legal age, and with office address at No. 900 Romualdez St., Paco, Manila, after having been duly sworn to in accordance with law, do hereby depose and state that:
 - I am the duly elected Corporate Secretary of FERTUNA HOLDINGS CORP. (the "Corporation"), a corporation duly organized and existing under the laws of the Republic of the Philippines, with address at Rizal Highway cor. Magsaysay Avenue, Subic Bay Freeport Zone, Zambales;
 - As such Corporate Secretary, I have in my custody the books and records and other papers of the Corporation;
 - 3. On 20 February 2013, the following shareholders of the Corporation subscribed to an increase in authorized capital stock of Alcorn Gold Resources Corporation ("ARGC"), through a share for share swap transaction (their shares in the Corporation in exchange for shares in AGRC): Lucio L. Co; Susan P. Co; Ferdinand Vincent P. Co; Pamela Justine P. Co; Camille Clarisse P. Co; Katrina Marie P. Co; and Leonardo B. Dayao (collectively the "Subscribers").
 - 3. As of 19 April 2013, the Subscribers have subscribed and paid up their shareholdings in the Corporation, as follows:

Name	Subscribed Shares (Php100.00/share)	Paid-Up (Php100.00/share)
Lucio L. Co	1,437,500	Php 143,750,000.00
Susan P. Co	1,437,500	Php 143,750,000.00
Ferdinand Vincent P. Co	31,250	Php 781,250.00
Pamela Justine P. Co	31,250	Php 781,250.00
Camille Clarisse P. Co	31,250	Php 781,250.00
Katrina Marie P. Co	31,249	Php 781,150.00
Leonardo B. Dayao	1	Php 100.00

4. I hereby undertake to submit evidence to the SEC of the swap/assignment of shares in payment for subscription once the increase in authorized capital stock as described in par. 2 above is approved by the SEC, in the form of a certification from the Assistant Corporate Secretary or Stock and Transfer Agent of the Corporation that the subscription by AGRC has been reflected in the books of the Corporation and Subject Companies, copies of the stock certificates duly issued by the Subject Companies to the Corporation.

Done this _____ at _____ at _____ Philippines.

BABY GERLIE I. SACRO Corporate Secretary TIN: 914-383-469

SUBSCRIBED AND SWORN to before me this _____ day of _____ at ____ at ____ affiant exhibiting to her Social Security System ID No. 33-5424755-8.

Page No. All Series of 2013.

Ditil Dic. 31, 2013 PTR No.1403274 01-0213 Mla IBP No. 905607 11-09-12 Mla Roll No. 15654 MCLE Compliance No. III

0019431 12-2-10

- I, BABY GERLIE I. SACRO, Filipino, of legal age, and with office address at No. 900 Romualdez St., Paco, Manila, after having been duly sworn to in accordance with law, do hereby depose and state that:
 - I am the duly elected Corporate Secretary of ELLIMAC PRIME HOLDINGS, INC. (the "Corporation"), a corporation duly organized and existing under the laws of the Republic of the Philippines, with address at No. 900 Romualdez St., Paco, Manila;
 - As such Corporate Secretary, I have in my custody the books and records and other papers of the Corporation;
 - 3. On 20 February 2013, the following shareholders of the Corporation subscribed to an increase in authorized capital stock of Alcorn Gold Resources Corporation ("ARGC"), through a share for share swap transaction (their shares in the Corporation in exchange for shares in AGRC): Lucio L. Co; Susan P. Co; Ferdinand Vincent P. Co; Pamela Justine P. Co; Camille Clarisse P. Co; KMC Realty Corporation; VFC Land Resources, Inc.; and Ellimac Prime Holdings, Inc.(collectively the "Subscribers").
 - 3. As of 17 April 2013, the Subscribers have subscribed and paid up their shareholdings in the Corporation, as follows:

Name	Subscribed Shares (Php100.00/share)	Paid-Up (Php100.00/share)
Lucio L. Co	33,525,914	Php 3,352,591,400.00
Susan P. Co	120,000	Php 12,000,000.00
Ferdinand Vincent P. Co	5,000	Php 500,000.00
Pamela Justine P. Co	2,500	Php 250,000.00
Camille Clarisse P. Co	2,500	Php 250,000.00
KMC Realty Corporation	1,793,071	Php 179,307,100.00
VFC Land Resources, Inc.	1,098,978	Php 109,897,800.00

4. I hereby undertake to submit proof of transfer of ownership to the SEC of the swap/assignment of shares in payment for subscription once the increase in authorized capital stock as described in par. 2 above is approved by the SEC, in the form of a certification from the Corporate Secretary or Stock and Transfer Agent of the Corporation that the subscription by AGRC has been reflected in the books of the Corporation and Subject Companies, copies of the stock certificates duly issued by the Subject Companies to the Corporation.

Done this ___ day of ____ at ____, Philippines.

BABY GERLIE I. SACRO Corporate Secretary TIN: 914-383-469

Page No. 429
Book No. ×III
Series of 2013.

PTR No.1403274 01 07 13 Mla IBP No. 905607 11-09-12 Mla Roll No. 15654 MCLE Compliance No. III

0019431 12-2-10

I, BABY GERLIE I. SACRO, Filipino, of legal age, and with office address at No. 900 Romualdez St., Paco, Manila, after having been duly sworn to in accordance with law, do hereby depose and state that:

- I am the duly elected Corporate Secretary of SVF CORPORATION (the "Corporation"), a corporation duly organized and existing under the laws of the Republic of the Philippines, with address at 2/F Tabacalera Bldg., 900 Romualdez St., Paco, Manila;
- 2. As such Corporate Secretary, I have in my custody the books and records and other papers of the Corporation;
- 3. On 20 February 2013, the following shareholders of the Corporation subscribed to an increase in authorized capital stock of Alcorn Gold Resources Corporation ("ARGC"), through a share for share swap transaction (their shares in the Corporation in exchange for shares in AGRC): Lucio L. Co; Susan P. Co; Ferdinand Vincent P. Co; Pamela Justine P. Co; Camille Clarisse P. Co; Katrina Marie P. Co; and 118 Holdings, Inc. (collectively the "Subscribers").
- 3. As 19 April 2013, the Subscribers have subscribed and paid up their shareholdings in the Corporation, as follows:

Name	Subscribed Shares (Php100.00/share)	Paid-Up (Php100.00/share)
Lucio L. Co	7,253,061	Php 725,306,100.00
Susan P. Co	7,253,061	Php 725,306,100.00
Ferdinand Vincent P. Co	1	Php 100.00
Pamela Justine P. Co	1	Php 100.00
Camille Clarisse P. Co	1	Php 100.00
Katrina Marie P. Co	1	Php 100.00
118 Holdings, Inc.	2,034	Php 203,400.00

4. I hereby undertake to submit evidence to the SEC of the swap/assignment of shares in payment for subscription once the increase in authorized capital stock as described in par. 2 above is approved by the SEC, in the form of a certification from the Corporate Secretary or Stock and Transfer Agent of the Corporation that the subscription by AGRC has been reflected in the books of the Corporation and Subject Companies, copies of the stock certificates duly issued by the Subject Companies to the Corporation.

Done this ____ day of ____ at ____ at ___ Philippines.

BABY GERLIE I. SACRO Corporate Secretary TIN: 914-383-469

SUBSCRIBED AND SWORN to before me this _____ day of affiant exhibiting to her Social Security System ID No. 33-5424755-8.

at MAN

Page No. No. XIII Series of 2013.

CESAR G. VIOIA

Notary Public

Unil Dec. 31, 2013

PTR No.14032 No.1202 Mila.

IBP No. 905607 11-07-12 Mila.

Roll No. 15654

MCLE Compliance No. III

0019431 12-2-10

- I, CANDY H. DACANAY-DATUON, Filipino, of legal age, and with office address at No. 900 Romualdez St., Paco, Manila, after having been duly sworn to in accordance with law, do hereby depose and state that:
 - I am the duly elected Assistant Corporate Secretary of PURE PETROLEUM CORP. (the "Corporation"), a corporation duly organized and existing under the laws of the Republic of the Philippines, with address at Lot Adjacent to Boton Wharf, Subic Bay Freeport Zone, Subic Bay, Zambales;
 - As such Assistant Corporate Secretary, I have in my custody the books and records and other papers of the Corporation;
 - On 20 February 2013, the following shareholders of the Corporation subscribed to an increase in authorized capital stock of Alcorn Gold Resources Corporation ("ARGC"), through a share for share swap transaction (their shares in the Corporation in exchange for shares in AGRC): Lucio L. Co; Susan P. Co; Ferdinand Vincent P. Co; Pamela Justine P. Co; Camille Clarisse P. Co; and Katrina Marie P. Co (collectively the "Subscribers").
 - 3. As 19 April 2013, the Subscribers have subscribed and paid up their shareholdings in the Corporation, as follows:

Name	Subscribed Shares (Php100.00/share)	Paid-Up (Php100.00/share)
Lucio L. Co	2,712,500	Php 269,375,000.00
Susan P. Co	2,712,500	Php 269,375,000.00
Ferdinand Vincent P. Co	18,750	Php 468,750.00
Pamela Justine P. Co	18,750	Php 468,750.00
Camille Clarisse P. Co	18,750	Php 468,750.00
Katrina Marie P. Co	18,750	Php 468,750.00

4. I hereby undertake to submit evidence to the SEC of the swap/assignment of shares in payment for subscription once the increase in authorized capital stock as described in par. 2 above is approved by the SEC, in the form of a certification from the Assistant Corporate Secretary or Stock and Transfer Agent of the Corporation that the subscription by AGRC has been reflected in the books of the Corporation and Subject Companies, copies of the stock certificates duly issued by the Subject Companies to the Corporation.

Done this ___day of 2013 at MANIL Philippines.

CANDY H. DACANAY-DATUON Assistant Corporate Secretary TIN: 233-200-394

SUBSCRIBED AND SWORN to before me this _____ day of _____ at ____ at _____, affiant exhibiting to her Passport No. EH7601184 issued on 10 March 2013 valid until 09 March 2018 issued by DFA Manila.

Page No. Series of 2013.

BP No. 905607 11-09/12 MI Roll No. 15654 MCLE Compliance No. III

0019431_12-2-10

- I. BABY GERLIE I. SACRO, Filipino, of legal age, and with office address at [address], after having been duly sworn to in accordance with law, do hereby depose and state that:
 - 1. I am the duly elected Corporate Secretary of NATION REALTY, INC. (the "Corporation"), a corporation duly organized and existing under the laws of the Republic of the Philippines, with address at No. 900 Romualdez St., Paco, Manila;
 - 2. As such Corporate Secretary, I have in my custody the books and records and other papers of the Corporation;
 - 3. On 20 February 2013, the following shareholders of the Corporation subscribed to an increase in authorized capital stock of Alcorn Gold Resources Corporation ("AGRC"), through a share for share swap transaction (their shares in the Corporation in exchange for shares in AGRC): Lucio L. Co; Susan P. Co; Ferdinand Vincent P. Co; Pamela Justine P. Co; Camille Clarisse P. Co; Katrina Marie P. Co; Leonardo B. Dayao; and SPC Resources, Inc. (collectively the "Subscribers").
 - 3. As of 16 April 2013, the Subscribers have subscribed and paid up their shareholdings in the Corporation, as follows:

Name	Subscribed Shares (Php100.00/share)	Paid-Up (Php100.00/share)
Lucio L. Co	3,134,238	Php 313,423,800.00
Susan P. Co	4,925,293	Php 492,529,300.00
Ferdinand Vincent P. Co	1	Php 100.00
Pamela Justine P. Co	1	Php 100.00
Camille Clarisse P. Co	1	Php 100.00
Katrina Marie P. Co	1	Php 100.00
Leonardo B. Dayao		Php 100.00
SPC Resources, Inc.	1,815,464	Php 181,546,400

4. I hereby undertake to submit proof of transfer of ownership to the SEC of the swap/assignment of shares in payment for subscription once the increase in authorized in authorized capital stock as described in par. 2 above is approved by the SEC, in the form of a certification from the Corporate Secretary or Stock and Transfer Agent of the Corporation that the subscription by AGRC has been reflected in the books of the Corporation and copies of the stock certificates duly issued by the Corporation.

oday of April, 2013 at the City of Manila, Philippines.

Corporate Secre

TIN: 914-383-46

day of April 2013 at SUBSCRIBED AND SWORN to before he this affiant exhibiting to me her SSS ID with no. 33-5424-755-8

MANIL

Doc. No. Page No. Book No.

Series of 20

DELA CRUZ MIRALLES CHOTARY PUBLIC MANILA

MY COMMISSION EXPIRED ON 12-31-2013
35D G/F GODINO BLDG.
A. J. VILLEGAS ST. 1000 ERMITA MANILA
IBP NO. 86803-10-6-11 - MANILA - 2012

PTR NO. 1407717 - 1/3/13 ROLL NO. 32502 MCLE III 00209 16 - 8-9-2011

COMMISSION NO. 012-011

SECRETARY'S CERTIFICATE

I, CANDY H. DACANAY-DATUON, Filipino, of legal age, and with office address at No. 900 Romualdez St., Paco, Manila, after having been duly sworn to in accordance with law, do hereby depose and state that:

- I am the duly elected Asst. Corporate Secretary of GO FAY & CO. INCORPORADA (the "Corporation"), a corporation duly organized and existing under the laws of the Republic of the Philippines, with address at 1010 Roman St., Binondo, Manila;
- As such Corporate Secretary, I have in my custody the books and records and other papers of the Corporation;
- 3. On 20 February 2013, the following shareholders of the Corporation subscribed to an increase in authorized capital stock of Alcorn Gold Resources Corporation ("AGRC"), through a share for share swap transaction (their shares in the Corporation in exchange for shares in AGRC): Lucio L. Co; Susan P. Co; Ferdinand Vincent P. Co; Pamela Justine P. Co; Camille Clarisse P. Co; Katrina Marie P. Co; Leonardo B. Dayao; and VFC Land Resources, Inc. (collectively the "Subscribers").
- As of 20 February 2013, the Subscribers have subscribed and paid up their shareholdings in the Corporation, as follows:

Name	Subscribed Shares (Php100.00/share)	Paid-Up (Php100.00/share)
Lucio L. Co	6,913*	Php 691,300.00
Susan P. Co	6,913*	Php 691,300.00
Ferdinand Vincent P.	1	Php 100.00
Pamela Justine P. Co	1	Php 100.00
Camille Clarisse P. Co	1	Php 100.00
Katrina Marie P. Co	1	Php 100.00
Leonardo B. Dayao	1	Php 100.00
VFC Land Resources, Inc.	22,006	Php 2,200,600.00

*inclusive of 5,500 shares which shall be issued after the increase of capital has been approved by SEC. The application is still in process as of April 19, 2013.

4. I hereby undertake to submit proof of transfer of ownership to the SEC of the swap/assignment of shares in payment for subscription once the increase in authorized in authorized capital stock as described in par. 2 above is approved by the SEC, in the form of a certification from the Corporate Secretary or Stock and Transfer Agent of the Corporation that the subscription by AGRC has been reflected in the books of the Corporation and copies of the stock certificates duly issued by the Corporation. Done this Aday of 2013, 2013 at Philippines.

CANDY DACANAY DATUON
Asst. Corporate Secretary
TIN: 233-200-394

APR.22 100

Notary Public

SUBSCRIBED AND SWORN to before me this _____ at Makati City, affiant exhibiting to me her Passport No. EH7601184 issued on 10 March 2013, valid until 9 March 2018 issued by DFA Manila..

Doc. No. Page No. Book No. Series of 2013.

Until Dec 31, 2013.
PTR No. 1403274 01-02 3 Mla.
IBP No. 905607 11-09-12 Mla.
Roll No. 15654
MCLE Compliance No. III
001943 1 12-2-10

SECRETARY'S CERTIFICATE

I, JOSE S. SANTOS, JR. of legal age, Filipino, the duly appointed Corporate Secretary of ALCORN GOLD RESOURCES CORPORATION (to be re-named COSCO CAPITAL, INC.) (the "Corporation") a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office at 2ND Floor Tabacalera Building, 900 D. Romualdez, Sr. Street, Paco, Manila, after having duly sworn in accordance with law, do hereby certify that:

- 1. As the Corporate Secretary of the Corporation, I have in my custody the records of the company.
- 2. Based on the records, the Corporation's total number of shares issued and outstanding is 127,500,000,000 common shares; that the percentage of ownership of Filipino citizens is 96.84% and alien shareholders is 3.16%; that there are no unpaid subscriptions; that the Corporation's total number of stockholders owning at least one board lot each is 1,093, which is compliant with the minimum public ownership requirement of the Philippine Stock Exchange; and that there are no outstanding options.
- 3. The list of shareholdings and amount paid-up by each of the Corporation's officers and directors and their related parties, as of the date of this Secretary's Certificate, is as follows:

Name	Number of	Subscribed	Paid-Up Amount
	Shares	Amount	
Eduardo F. Hernandez	12,000,000	120,000.00	120,000.00
Robert Y. Kokeng	834,500,000	8,345,000.00	8,345,000.00
Lucio L. Co	10,473,662,721	104,736,627.21	104,736,627.21
Leonardo B. Dayao	15,000,000	150,000.00	150,000.00
Oscar S. Reyes	5,426,472	54,264.72	54,264.72
Jaime S. Dela Rosa	5,000,000	50,000.00	50,000.00
Teofilo A. Henson	5,200,000	52,000.00	52,000.00
VFC Land Resources, Inc.	18,998,349,682	189,983,496.82	189,983,496.82
KMC Realty Corp.	13,566,179,920	135,661,799.20	135,661,799.20
Pajusco Realty Corp.	13,566,179,920	135,661,799.20	135,661,799.20
Ellimac Management	2,930,294,862	29,302,948.62	29,302,948.62
Ellimac Prime Holdings, Inc.	10,852,943,936	108,529,439.36	108,529,439.36
Susan P. Co	3,890,237,753	38,902,377.53	38,902,377.53
Ferdinand Vincent P. Co	2,170,588,787	21,705,887.87	21,705,887.87
Pamela Justine P. Co	2,170,588,787	21,705,887.87	21,705,887.87
Camille Clarisse P. Co	2,170,588,787	21,705,887.87	21,705,887.87
Katrina Marie P. Co	2,170,588,787	21,705,887.87	21,705,887.87
Evelyn Bonus	40,514,836	405,148.36	405,148.36

Jocelyn Rodulfa	26,867,733	268,677.33	268,677.33
Lilia Gonzales	14,500,046	145,000.46	145,000.46
Anna Grace Sim	2,558,831	25,588.31	25,588.31
Total	83,921,771,860	839,217,718.60	839,217,718.60

4. The list of officers and members of the Corporation's board of directors indicating therein the date of the last regular stockholders' meeting when they were elected and the date of any subsequent special stockholders' meeting held.

Name	Date Elected	Dates of Subsequent Stockholders' Meetings
Eduardo F. Hernandez, Director	August 31, 2012	December 11, 2012
Robert Y. Cokeng, Director	August 31, 2012	December 11, 2012
Lucio L. Co, Director (Chairman of the Board effective December 11, 2012)	August 31, 2012	December 11, 2012
Leonardo B. Dayao, Director	August 31, 2012	December 11, 2012
Oscar S. Reyes, Director	August 31, 2012	December 11, 2012
Jaime S. Dela Rosa, Director	August 31, 2012	December 11, 2012
Teofilo A. Henson, Director	August 31, 2012	December 11, 2012
Atty. Jose S. Santos, Corporate Secretary	August 31, 2012	December 11, 2012
Atty. Candy H. Dacanay- Datuon, Assistant Corporate Secretary	December 10, 2012	December 11, 2012
Jimmy Francisco P. Perez, Investor Relations Officer	December 10, 2012	December 11, 2012

APR 1 1 2013 day of IN WITNESS WHEREOF, I have hereunto signed on this ARRanch 2013 at Manila, Philippines.

> JOSE S. SANTOS, JR. Corporate Secretary

SUBSCRIBED AND SWORN to before me this APR 11 2013 APR 402013 at Manila. Affiant exhibited to me his CTC No. 08910677 issued at Manila on 3 January TIN # 136-370-998 2013.

Doc. No. 219; Page No. 044; Book No. I Series of 2013.

ATTY ROLAND GLENN T. TUAZON
Commission No. M-13
Notary Rublid for Makati City
Until December 31, 2014
21st Flr. Philamlife Tower,
8767 Paseo De Roxas, Makati City
Roll No. 60546
PTR No. 3672989 / 01-03-2013 / Makati
IBP No. 908400 / 01-03-2013 / Makati

KNOW ALL MEN BY THESE PRESENTS:

This Amended and Restated Deed of Assignment in Payment for Subscription (the "Deed") is entered into on _______, by and between

LUCIO L. CO, Filipino, with address at No. 22 Pili Avenue, South Forbes Park, Makati City (the "Subscriber");

-and-

ALCORN GOLD RESOURCES CORPORATION., a corporation duly organized and existing under the laws of the Philippines, with registered office address at 900 Romualdez St., Paco, Manila, Philippines, represented herein by MR. LEONARDO B. DAYAO, its duly authorized representative (the "Company" or "AGRC");

RECITALS:

WHEREAS, the Company has an authorized capital stock of Three Billion Pesos (Php3,000,000,000.00) divided into Three Hundred Billion (300,000,000,000) common shares valued at One Centavo (Php0.01) per share;

WHEREAS, the Company's shareholders and board of directors approved an increase in its authorized capital stock to Ten Billion Pesos (Php10,000,000,000.00) divided into Ten Billion (10,000,000,000) common shares and a change in the par value per share to One Peso (Php 1.00) per share ("Amendments");

WHEREAS, out of the total increase in authorized capital stock of the Company of Seven Billion (7,000,000,000) shares, a total of 4,987,406,421 shares will be subscribed and issued to the Subscriber and to other subscribers, subject to certain Closing Conditions ("Swap Shares");

WHEREAS, the Subscriber desires to subscribe to 2,474,336,254 Swap Shares ("New Shares") by way of a swap of shares of certain corporations, more particularly described in Schedule A;

WHEREAS, the application for the Amendments will be filed with the Securities and Exchange Commission;

WHEREAS, the Company will apply for the listing of the Swap Shares with the Philippine Stock Exchange;

WHEREAS, there is a need to amend and restate the Deed of Assignment in Payment for Subscription ("Original Deed") entered into by the Subscriber and the Company on 20 February 2013 to: (a) add a Closing Condition for the effectivity of the subscription and the issuance of the New Shares to the Subscriber; and (b) correct the computational error in the number of shares owned by the Subscriber in Puregold Price Club, Inc. that will be swapped by the Subscriber for the New Shares as consideration for the Subscriber's subscription to the New Shares.

NOW THEREFORE, in consideration of the foregoing, the Deed is amended and restated to read as follows:

1. SUBCSCRIPTION TO NEW SHARES

- 1.1 Subject to the terms and conditions herein, the Subscriber hereby agrees to subscribe, and the Company accepts such subscription, to 2,474,336,254 common shares out of the Company's increase in authorized capital stock (the "New Shares") by way of a swap of shares of certain corporations, for the Consideration specified in Section 2 hereof.
- 1.2 The subscription to the New Shares is made and accepted at a premium over prevailing market price at Pesos: Fifteen (Php 15.00) per share.

2. CONSIDERATION

2.1 For and in consideration of the foregoing premises, the Subscriber hereby assigns, transfers, and conveys unto the Company the shares of stock held in the Subject Companies ("Subject Companies") with the following corresponding values as stated in Schedule A, free from all liens and encumbrances, in full payment of their subscription to the New Shares.

3. CLOSING CONDITION AND ISSUANCE OF NEW SHARES

- 3.1 The issuance of the New Shares shall be made immediately upon the occurrence of all of the following conditions, without need of any further consent or action:
 - (a) approval by the Securities and Exchange Commission of the Amendments:
 - (b) approval of the Philippine Stock Exchange ("PSE") of the listing of the Swap Shares; and
 - (b) arrival of the Listing Date Of The Swap Shares, such date to be agreed upon with the PSE.

For purposes of this Deed, Listing Date Of The Swap Shares shall mean the day that the Swap Shares are listed in, and can commence trading at the PSE.

3.2 The Company agrees to cause its Corporate Secretary to issue one or more separate stock certificates to the Subscriber, evidencing the number of New Shares subscribed, immediately upon the occurrence of all conditions as set forth in Section 3.1.

4. TAXES, FEES, AND EXPENSES

4.1 All applicable taxes, including fees and expenses, such as but not limited to the registration fees, documentary stamp taxes and other fees, due in connection with the preparation, execution and delivery of this Deed and the issuance and subscription of the New Shares shall be for the account of the Company. Documentary stamp taxes required to be paid on the issuance of the stock certificates evidencing the New Shares shall be paid promptly by the Company within the period and in such amount required under existing laws.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 The Company represents and warrants to the Subscriber that:
 - a. The Company has the corporate power and authority to execute and deliver this Deed and to perform all the terms and conditions thereof to be performed by it and to consummate the transactions contemplated hereby. The execution and delivery by the Company of this Deed, the performance of the terms and conditions hereof to be performed by it and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary corporate action of the Company. This Deed constitutes, when executed and delivered by the Company, the legal, valid and binding obligation of the Company enforceable against it in accordance with the terms hereof, except as with respect to the enforceability hereof and thereof may be limited by bankruptcy, insolvency or similar laws affecting creditor's rights generally. No other consent, approval, authorization or validation of or filing or registration with any party or governmental agency or body is required in connection with the execution, delivery and performance of this Deed or the legality, validity, enforceability, and binding effect of this Deed;
 - b. Subject only to the approval requirements stated in Section 3 hereof, the New Shares will be duly and validly issued and have been fully paid and once issued, may be freely transferred and shall not be subject to any restrictions or limitations other than those already stated in the Company's Articles of Incorporation.



- 5.2 The Subscriber covenants with and represents and warrants to the Company that this Deed constitutes, when executed and delivered by the Company, the legal, valid, and binding obligation of the Shareholder enforceable against it in accordance with the terms hereof.
- 5.3 The above representations and warranties of the Company are true and correct as of the date of this Deed and shall continue to be true and correct until the issuance of the New Shares.

6. BINDING EFFECT

6.1 This Deed shall be binding upon and shall inure to the benefit of the parties and their respective successors, heirs, co-owners, and assigns.

7. ENTIRE AGREEMENT

7.1 Without prejudice to the stipulations of this Deed, this document contains the entire agreement of the parties concerning the subject matter hereof, and shall, as of the date hereof, supersede all previous understandings and deeds, whether oral or written, between the parties on the subject.

8. NO WAIVER

8.1 The failure of either party to this Deed to insist upon the strict performance of any of the terms and conditions hereof shall not be construed as a waiver thereof or of any other terms and conditions of this Deed, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

9. SEPARABILITY

9.1 In the event that any one or more of the provisions of this Deed are declared invalid, illegal, or unenforceable, such provision/s shall be deemed stricken out, and the invalidity, illegality, or unenforceability of those provision/s shall not affect the rest of the Deed, which shall remain in full force and effect.

10. AMENDMENT OR MODIFICATION

10.1 Any amendment or modification of this Deed, or any additional obligation assumed by either party in connection with this deed, shall be binding only if in writing and signed by the parties or by their authorized representatives.



11. VENUE OF ACTIONS

11.1 All actions or proceedings arising out of or in connection with this Deed shall be brought exclusively before the proper courts of Manila, Metro Manila, Philippines.

12. GOVERNING LAW

12.1 This Deed shall be governed by and construed and implemented for all purposes in accordance with the laws of the Republic of the Philippines.



IN WITNESS WHEREOF, the parties have caused their respective representatives to sign these presents on the date above written, in

THE SUBSCRIBER

THE COMPANY
ALCORN GOLD
RESOURCES CORPORATION

TIN: 000-432-378-000

By:

Name: LEONARDO B. DAYAO
Title: President
TIN: 135-546-813

SIGNED IN THE PRESENCE OF

SIGNED IN THE PRESENCE OF

ACKNOWLEDGMENT

BEFORE	ME.	on	IV	monn	20/2	, in	MARCAST
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NAME Lucio L. Co

PASSPORT NO. EB1321171

DATE/PLACE ISSUED NOVEMBER 8, 2010 / MANILA

Alcorn Gold Resources Corporation TIN: 000-432-378-000

DEDUDI 10 OF THE DITH IDDINES

By: Leonardo B. Dayao XX4412442 AUGUST 22, 2009 / MANILA

known to me and known to be the same persons who executed the foregoing document and acknowledged that the same is their own free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day, year, and place above written.

Doc. No. _________; Page No. __________; Book No. _________; Series of 2013.

ATTY. LEANDRO E. ABARQUEZ
Commission No. M-591
Notary Public for Makati City
Until December 31, 2013
21 Fir. Philamilife Tower,
8767 Paseo De Roxas St., Makati City
Roll No. 58737
PTR No. 3174368 / 01-02-2012 / Makati
IBP No. 880082 / 01-06-2012 / Makati

8

Schedule A to Amended and Restated Deed of Assignment in Payment for Subscription

SUBSCRIBER	SUBJECT COMPANY	TOTAL NO. OF SHAREHOLDINGS IN SUBJECT COMPANY	VALUE OF SHARES	VALUE DIVIDED BY SHAREHOLDINGS	NO. OF AGRC SHARES TO BE SWAPPED	RATIO OF AGRC SHARES TO SHARES OF ACQUIRED- COMPANY	RES .
	PUREGOLD PRICE CLUB, INC.	660,090,206	21,518,940,705.00	32.60	1,434,596,047	2.2	77
	PREMIER WINE & SPIRITS, INC.	520,000	912,732,420.00	1,755.25	60,848,828	117.0	7.
	MERITUS PRIME DISTRIBUTIONS, INC.	1,587,500	1,290,129,120.00	812.68	86,008,608	54.2	27
	MONTOSCO, INC.	1,037,500	1,483,530,255.00	1,429.91	98,902,017	95.3	2.
	PATAGONIA HOLDINGS CORP.	9,187,500	1,718,838,735.00	187.08	114,589,249	12.5	77.
o loini	118 HOLDINGS, INC.	5,037,500	349,655,220.00	69.41	23,310,348	4.6	7.
Lucio L. Co	FERTUNA HOLDINGS CORPORATION	1,437,500	153,514,575.00	106.79	10,234,305	7.1	7.
	PURE PETROLEUM CORP.	2,712,500	935,043,705.00	344.72	62,336,247	23.0	77.
	ELLIMAC PRIME HOLDINGS, INC.	33,525,914	4,254,733,395.00	126.91	283,648,893	8.5	Υ.
	S.V.F. Corporation	7,253,061	2,019,355,335.00	278.41	134,623,689	18.6	Σ.
	NATION REALTY, INC.	4,925,294	2,380,626,810.00	483.35	158,708,454	32.2	Ε
	GO FAY & CO., INCORPORADA	6,913	97,943,535.00	14,168.02	6,529,569	944.5	22
		727,321,388	37,115,043,810.00		2,474,336,254		

KNOW ALL MEN BY THESE PRESENTS:

1

This Amended and Restated Deed of Assignment in Payment for Subscription (the "Deed") is entered into on 12 mm by by and between

SUSAN P. CO, Filipino, married with address at No. 22 Pili Avenue, South Forbes Park, Makati City (the "Subscriber");

-and-

ALCORN GOLD RESOURCES CORPORATION., a corporation duly organized and existing under the laws of the Philippines, with registered office address at 900 Romualdez St., Paco, Manila, Philippines, represented herein by MR. LEONARDO B. DAYAO, its duly authorized representative (the "Company" or "AGRC");

RECITALS:

WHEREAS, the Company has an authorized capital stock of Three Billion Pesos (Php3,000,000,000.00) divided into Three Hundred Billion (300,000,000,000) common shares valued at One Centavo (Php0.01) per share;

WHEREAS, the Company's shareholders and board of directors approved an increase in its authorized capital stock to Ten Billion Pesos (Php10,000,000,000.00) divided into Ten Billion (10,000,000,000) common shares and a change in the par value per share to One Peso (Php 1.00) per share ("Amendments");

WHEREAS, out of the total increase in authorized capital stock of the Company of Seven Billion (7,000,000,000) shares, a total of 4,987,406,421 shares will be subscribed and issued to the Subscriber and to other subscribers, subject to certain Closing Conditions ("Swap Shares");

WHEREAS, the Subscriber desires to subscribe to 1,969,851,281 Swap Shares ("New Shares") by way of a swap of shares of certain corporations, more particularly described in Schedule A;

WHEREAS, the application for the Amendments will be filed with the Securities and Exchange Commission;

WHEREAS, the Company will apply for the listing of the Swap Shares with the Philippine Stock Exchange;



WHEREAS, there is a need to amend and restate the Deed of Assignment in Payment for Subscription ("Original Deed") entered into by the Subscriber and the Company on 20 February 2013 to: (a) add a Closing Condition for the effectivity of the subscription and the issuance of the New Shares to the Subscriber; and (b) correct the computational error in the number of shares owned by the Subscriber in Puregold Price Club, Inc. that will be swapped by the Subscriber for the New Shares as consideration for the Subscriber's subscription to the New Shares.

NOW THEREFORE, in consideration of the foregoing, the Deed is amended and restated to read as follows:

1. SUBCSCRIPTION TO NEW SHARES

- Subject to the terms and conditions herein, the Subscriber hereby agrees to subscribe, and the Company accepts such subscription, to 1,969,851,281 common shares out of the Company's increase in authorized capital stock (the "New Shares") by way of a swap of shares of certain corporations, for the Consideration specified in Section 2 hereof.
- 1.2 The subscription to the New Shares is made and accepted at a premium over prevailing market price at Pesos: Fifteen (Php 15.00) per share.

2. CONSIDERATION

2.1 For and in consideration of the foregoing premises, the Subscriber hereby assigns, transfers, and conveys unto the Company the shares of stock held in the Subject Companies ("Subject Companies") with the following corresponding values as stated in Schedule A, free from all liens and encumbrances, in full payment of their subscription to the New Shares.

3. CLOSING CONDITION AND ISSUANCE OF NEW SHARES

- 3.1 The issuance of the New Shares shall be made immediately upon the occurrence of all of the following conditions, without need of any further consent or action:
 - (a) approval by the Securities and Exchange Commission of the Amendments;
 - (b) approval of the Philippine Stock Exchange ("PSE") of the listing of the Swap Shares; and
 - (b) arrival of the Listing Date Of The Swap Shares, such date to be agreed upon with the the PSE.



For purposes of this Deed, Listing Date Of The Swap Shares shall mean the day that the Swap Shares are listed in, and can commence trading at the PSE.

3.2 The Company agrees to cause its Corporate Secretary to issue one or more separate stock certificates to the Subscriber, evidencing the number of New Shares subscribed, immediately upon the occurrence of all conditions as set forth in Section 3.1.

4. TAXES, FEES, AND EXPENSES

4.1 All applicable taxes, including fees and expenses, such as but not limited to the registration fees, documentary stamp taxes and other fees, due in connection with the preparation, execution and delivery of this Deed and the issuance and subscription of the New Shares shall be for the account of the Company. Documentary stamp taxes required to be paid on the issuance of the stock certificates evidencing the New Shares shall be paid promptly by the Company within the period and in such amount required under existing laws.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 The Company represents and warrants to the Subscriber that:
 - a. The Company has the corporate power and authority to execute and deliver this Deed and to perform all the terms and conditions thereof to be performed by it and to consummate the transactions contemplated hereby. The execution and delivery by the Company of this Deed, the performance of the terms and conditions hereof to be performed by it and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary corporate action of the Company. This Deed constitutes, when executed and delivered by the Company, the legal, valid and binding obligation of the Company enforceable against it in accordance with the terms hereof, except as with respect to the enforceability hereof and thereof may be limited by bankruptcy, insolvency or similar laws affecting creditor's rights generally. No other consent, approval, authorization or validation of or filing or registration with any party or governmental agency or body is required in connection with the execution, delivery and performance of this Deed or the legality, validity, enforceability, and binding effect of this Deed;
 - b. Subject only to the approval requirements stated in Section 3 hereof, the New Shares will be duly and validly issued and have been fully paid and once issued, may be freely transferred and shall not be subject to any restrictions or limitations other than those already stated in the Company's Articles of Incorporation.



- 5.2 The Subscriber covenants with and represents and warrants to the Company that this Deed constitutes, when executed and delivered by the Company, the legal, valid, and binding obligation of the Shareholder enforceable against it in accordance with the terms hereof.
- 5.3 The above representations and warranties of the Company are true and correct as of the date of this Deed and shall continue to be true and correct until the issuance of the New Shares.

6. BINDING EFFECT

6.1 This Deed shall be binding upon and shall inure to the benefit of the parties and their respective successors, heirs, co-owners, and assigns.

7. ENTIRE AGREEMENT

7.1 Without prejudice to the stipulations of this Deed, this document contains the entire agreement of the parties concerning the subject matter hereof, and shall, as of the date hereof, supersede all previous understandings and deeds, whether oral or written, between the parties on the subject.

8. NO WAIVER

8.1 The failure of either party to this Deed to insist upon the strict performance of any of the terms and conditions hereof shall not be construed as a waiver thereof or of any other terms and conditions of this Deed, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

9. SEPARABILITY

9.1 In the event that any one or more of the provisions of this Deed are declared invalid, illegal, or unenforceable, such provision/s shall be deemed stricken out, and the invalidity, illegality, or unenforceability of those provision/s shall not affect the rest of the Deed, which shall remain in full force and effect.

10. AMENDMENT OR MODIFICATION

10.1 Any amendment or modification of this Deed, or any additional obligation assumed by either party in connection with this deed, shall be binding only if in writing and signed by the parties or by their authorized representatives.



11. VENUE OF ACTIONS

11.1 All actions or proceedings arising out of or in connection with this Deed shall be brought exclusively before the proper courts of Manila, Metro Manila, Philippines.

12. GOVERNING LAW

12.1 This Deed shall be governed by and construed and implemented for all purposes in accordance with the laws of the Republic of the Philippines.



IN WITNESS WHEREOF, the parties have caused their respective representatives to written, the date above on presents sign these THE COMPANY THE SUBSCRIBER ALCORN GOLD RESOURCES CORPORATION TIN: 000-432-378-000 VSAN P. CO IN: 100-053-051 Title: President TIN: 135-546-815 SIGNED IN THE PRESE SIGNED IN THE PRESENCE OF

ACKNOWLEDGMENT

MAKATI CITY) S.S.		
BEFORE	ME, on	12 mone 293	, in	Mancy 1
		red the following with their	identificati	on documents:

DATE/PLACE ISSUED NAME PASSPORT NO. EB1321170 Susan P. Co

NOVEMBER 8, 2010/MANILA

TIN: 100-053-331

Alcorn Gold Resources Corporation

REPUBLIC OF THE PHILIPPINES)

TIN: 000-432-378-000

By:

Leonardo B. Dayao

XX4412442

AUGUST 22, 2009 / MANILA

known to me and known to be the same persons who executed the foregoing document and acknowledged that the same is their own free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day, year, and place above written.

Doc. No. Page No. Book No.

Series of 2013.

ATTY. LEANDRO E. ABARQUEZ Commission No. M-591

Notary Public for Makati City Until December 31, 2013 21 Fr. Philamlife Tower, 8737 Paseo De Roxas St., Makati City Roll No. 58737

PTR No. 3174368 / 01-02-2012 / Maketi IBP No. 880082 / 01-06-2012 / Maketi.



Schedule A to Amended and Restated Deed of Assignment in Payment for Subscription

SUBSCRIBER	SUBJECT COMPANY	TOTAL NO. OF SHAREHOLDINGS IN SUBJECT COMPANY	VALUE OF SHARES	VALUE DIVIDED BY SHAREHOLDINGS	NO. OF AGRC SHARES TO BE SWAPPED	RATIO OF AGRC SHARES TO SHARES OF ACQUIRED- COMPANY	. RES
	PUREGOLD PRICE CLUB, INC.	558,011,251	18,191,166,780.00	32.60	1,212,744,452	2.2	7.
	PREMIER WINE & SPIRITS, INC.	520,001	912,734,160.00	1,755.25	60,848,944	117.0	Τ.
	MERITUS PRIME DISTRIBUTIONS, INC.	1,587,501	1,290,129,930.00	812.68	86,008,662	54.2	Σ.
	MONTOSCO, INC.	1,037,501	1,483,531,665.00	1,429.91	98,902,111	95.3	7.
	PATAGONIA HOLDINGS CORP.	9,187,501	1,718,838,900.00	187.08	114,589,260	12.5	22
Sucan D Co	118 HOLDINGS, INC.	5,037,501	349,655,265.00	69.41	23,310,351	4.6	77
Susail T. Co	FERTUNA HOLDINGS CORPORATION	1,437,500	153,514,575.00	106.79	10,234,305	7.1	Σ.
	PURE PETROLEUM CORP.	2,712,500	935,043,690.00	344.72	62,336,246	23.0	Υ.
	ELLIMAC PRIME HOLDINGS, INC.	120,000	15,229,050.00	126.91	1,015,270	8.5	27
	S.V.F. Corporation	7,253,061	2,019,355,335.00	278.41	134,623,689	18.6	۲.
	NATION REALTY, INC.	4,925,293	2,380,626,330.00	483.35	158,708,422	32.2	77.
	GO FAY & CO., INCORPORADA	6,913	97,943,535.00	14,168.02	6,529,569	944.5	77
		591,836,523	29,547,769,215.00		1,969,851,281		

KNOW ALL MEN BY THESE PRESENTS:

FERDINAND VINCENT P. CO, Filipino, single with address at No. 22 Pili Avenue, South Forbes Park, Makati City (the "Subscriber");

-and-

ALCORN GOLD RESOURCES CORPORATION., a corporation duly organized and existing under the laws of the Philippines, with registered office address at 900 Romualdez St., Paco, Manila, Philippines, represented herein by MR. LEONARDO B. DAYAO, its duly authorized representative (the "Company" or "AGRC");

RECITALS:

WHEREAS, the Company has an authorized capital stock of Three Billion Pesos (Php3,000,000,000.00) divided into Three Hundred Billion (300,000,000,000) common shares valued at One Centavo (Php0.01) per share;

WHEREAS, the Company's shareholders and board of directors approved an increase in its authorized capital stock to Ten Billion Pesos (Php10,000,000,000.00) divided into Ten Billion (10,000,000,000) common shares and a change in the par value per share to One Peso (Php 1.00) per share ("Amendments");

WHEREAS, out of the total increase in authorized capital stock of the Company of Seven Billion (7,000,000,000) shares, a total of 4,987,406,421 shares will be subscribed and issued to the Subscriber and to other subscribers, subject to certain Closing Conditions ("Swap Shares");

WHEREAS, the Subscriber desires to subscribe to 187,851,234 Swap Shares ("New Shares") by way of a swap of shares of certain corporations, more particularly described in Schedule A;

WHEREAS, the application for the Amendments will be filed with the Securities and Exchange Commission;

WHEREAS, the Company will apply for the listing of the Swap Shares with the Philippine Stock Exchange;

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WHEREAS, there is a need to amend and restate the Deed of Assignment in Payment for Subscription ("Original Deed") entered into by the Subscriber and the Company on 20 February 2013 to add a Closing Condition for the effectivity of the subscription and the issuance of the New Shares to the Subscriber.

NOW THEREFORE, in consideration of the foregoing, the Deed is amended and restated to read as follows:

1. SUBCSCRIPTION TO NEW SHARES

- Subject to the terms and conditions herein, the Subscriber hereby agrees to subscribe, and the Company accepts such subscription, to 187,851,234 common shares out of the Company's increase in authorized capital stock (the "New Shares") by way of a swap of shares of certain corporations, for the Consideration specified in Section 2 hereof.
- 1.2 The subscription to the New Shares is made and accepted at a premium over prevailing market price at Pesos: Fifteen (Php 15.00) per share.

2. CONSIDERATION

2.1 For and in consideration of the foregoing premises, the Subscriber hereby assigns, transfers, and conveys unto the Company the shares of stock held in the Subject Companies ("Subject Companies") with the following corresponding values as stated in Schedule A, free from all liens and encumbrances, in full payment of their subscription to the New Shares.

3. CLOSING CONDITION AND ISSUANCE OF NEW SHARES

- 3.1 The issuance of the New Shares shall be made immediately upon the occurrence of all of the following conditions, without need of any further consent or action:
 - (a) approval by the Securities and Exchange Commission of the Amendments;
 - (b) approval of the Philippine Stock Exchange ("PSE") of the listing of the Swap Shares; and
 - (b) arrival of the Listing Date Of The Swap Shares, such date to be agreed upon with the the PSE.

For purposes of this Deed, Listing Date Of The Swap Shares shall mean the day that the Swap Shares are listed in, and can commence trading at the PSE.





3.2 The Company agrees to cause its Corporate Secretary to issue one or more separate stock certificates to the Subscriber, evidencing the number of New Shares subscribed, immediately upon the occurrence of all conditions as set forth in Section 3.1.

4. TAXES, FEES, AND EXPENSES

4.1 All applicable taxes, including fees and expenses, such as but not limited to the registration fees, documentary stamp taxes and other fees, due in connection with the preparation, execution and delivery of this Deed and the issuance and subscription of the New Shares shall be for the account of the Company. Documentary stamp taxes required to be paid on the issuance of the stock certificates evidencing the New Shares shall be paid promptly by the Company within the period and in such amount required under existing laws.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 The Company represents and warrants to the Subscriber that:
 - a. The Company has the corporate power and authority to execute and deliver this Deed and to perform all the terms and conditions thereof to be performed by it and to consummate the transactions contemplated hereby. The execution and delivery by the Company of this Deed, the performance of the terms and conditions hereof to be performed by it and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary corporate action of the Company. This Deed constitutes, when executed and delivered by the Company, the legal, valid and binding obligation of the Company enforceable against it in accordance with the terms hereof, except as with respect to the enforceability hereof and thereof may be limited by bankruptcy, insolvency or similar laws affecting creditor's rights generally. No other consent, approval, authorization or validation of or filing or registration with any party or governmental agency or body is required in connection with the execution, delivery and performance of this Deed or the legality, validity, enforceability, and binding effect of this Deed;
 - b. Subject only to the approval requirements stated in Section 3 hereof, the New Shares will be duly and validly issued and have been fully paid and once issued, may be freely transferred and shall not be subject to any restrictions or limitations other than those already stated in the Company's Articles of Incorporation.
- 5.2 The Subscriber covenants with and represents and warrants to the Company that this Deed constitutes, when executed and delivered by the



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Company, the legal, valid, and binding obligation of the Shareholder enforceable against it in accordance with the terms hereof.

5.3 The above representations and warranties of the Company are true and correct as of the date of this Deed and shall continue to be true and correct until the issuance of the New Shares.

6. BINDING EFFECT

6.1 This Deed shall be binding upon and shall inure to the benefit of the parties and their respective successors, heirs, co-owners, and assigns.

7. ENTIRE DEED

7.1 Without prejudice to the stipulations of this Deed, this document contains the entire agreement of the parties concerning the subject matter hereof, and shall, as of the date hereof, supersede all previous understandings and deeds, whether oral or written, between the parties on the subject.

8. NO WAIVER

8.1 The failure of either party to this Deed to insist upon the strict performance of any of the terms and conditions hereof shall not be construed as a waiver thereof or of any other terms and conditions of this Deed, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

9. SEPARABILITY

9.1 In the event that any one or more of the provisions of this Deed are declared invalid, illegal, or unenforceable, such provision/s shall be deemed stricken out, and the invalidity, illegality, or unenforceability of those provision/s shall not affect the rest of the Deed, which shall remain in full force and effect.

10. AMENDMENT OR MODIFICATION

10.1 Any amendment or modification of this Deed, or any additional obligation assumed by either party in connection with this deed, shall be binding only if in writing and signed by the parties or by their authorized representatives.

11. VENUE OF ACTIONS

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11.1 All actions or proceedings arising out of or in connection with this Deed shall be brought exclusively before the proper courts of Manila, Metro Manila, Philippines.

12. GOVERNING LAW

12.1 This Deed shall be governed by and construed and implemented for all purposes in accordance with the laws of the Republic of the Philippines.





IN WITNESS WHEREOF, the parties have caused their respective representatives to written, the date above these presents on sign THE COMPANY THE SUBSCRIBER ALCORN GOLD RESOURCES CORPORATION TIN: 000-432-378-000 NT P. CO FERDINAND TIN: 208-381-185 Title: Presiden TIN: 135-546-815 SIGNED IN THE PRESENCE OF SIGNED IN THE PR

ACKNOWLEDGMENT

REPUBLIC OF THE PHII MAKATI CITY	LIPPINES)) S.S.	
BEFORE ME, of Philippines, personally app	on 12 form we beared the following w	ith their identification documents:
NAME Ferdinand Vincent P. Co	PASSPORT NO. EB1320643	DATE/PLACE ISSUED NOVEMBER 8, 2010/MANILA
Alcorn Gold Resources Co	orporation	
TIN: 000-432-378-000		
By:		
Leonardo B. Dayao	XX4412442	AUGUST 22, 2009 / MANILA
deed.		heir own free and voluntary act and my hand and affixed my notarial seal,
the day, year, and place at	pove written.	&.
Doc. No; Page No;		N
Book No;		ATTY, LEANDRO E, ABARQUEZ
Series of 2013.		Commission No. M-591 Notary Public for Maketi City Until December 31, 2013 21 Ffr. Philamlife Tower, 3767 Paseo De Roxas St., Maketi City
		Roll No. 58737
		PTR No. 3174368 / 01-02-2012 / Makati IBP No. 880082 / 01-06-2012 / Makati.

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Schedule A to Amended and Restated Deed of Assignment in Payment for Subscription

SUBSCRIBER	SUBJECT COMPANY	TOTAL NO. OF SHAREHOLDINGS IN SUBJECT COMPANY	VALUE OF SHARES	VALUE DIVIDED BY SHAREHOLDINGS	NO. OF AGRC SHARES TO BE SWAPPED	RATIO OF AGRC SHARES TO SHARES OF ACQUIRED- COMPANY	IRES
	PUREGOLD PRICE CLUB, INC.	83,617,320	2,725,924,620.00	32.60	181,728,308	2.2	7.
	PREMIER WINE & SPIRITS, INC.	-	1,755.00	1,755.00	117	117.0	7
	MERITUS PRIME DISTRIBUTIONS, INC.	81,250	66,030,225.00	812.68	4,402,015	54.2	Υ.
	MONTOSCO, INC.	6,250	8,936,925.00	1,429.91	595,795	95.3	7.
	PATAGONIA HOLDINGS CORP.	31,250	5,846,385.00	187.08	389,759	12.5	7.
Ferdinand Vincent P. Co.	118 HOLDINGS, INC.	8,333	578,400.00	69.41	38,560	4.6	Υ.
	FERTUNA HOLDINGS CORPORATION	31,250	3,337,275.00	106.79	222,485	7.1	Σ.
	PURE PETROLEUM CORP.	18,750	6,463,440.00	344.72	430,896	23.0	7.
	ELLIMAC PRIME HOLDINGS, INC.	2,000	634,545.00	126.91	42,303	8.5	Τ.
	S.V.F. Corporation	-	285.00	285.00	19	19.0	7.
	NATION REALTY, INC.	-	480.00	480.00	32	32.0	75
	GO FAY & CO., INCORPORADA	-	14,175.00	14,175.00	945	945.0	<u></u>
		83,799,407	2,817,768,510.00		187,851,234		

KNOW ALL MEN BY THESE PRESENTS:

PAMELA JUSTINE P. CO, Filipino, single, and with address at No. 22 Pili Avenue, South Forbes Park, Makati City (the "Subscriber");

-and-

ALCORN GOLD RESOURCES CORPORATION., a corporation duly organized and existing under the laws of the Philippines, with registered office address at 900 Romualdez St., Paco, Manila, Philippines, represented herein by MR. LEONARDO B. DAYAO, its duly authorized representative (the "Company" or "AGRC");

RECITALS:

WHEREAS, the Company has an authorized capital stock of Three Billion Pesos (Php3,000,000,000.00) divided into Three Hundred Billion (300,000,000,000) common shares valued at One Centavo (Php0.01) per share;

WHEREAS, the Company's shareholders and board of directors approved an increase in its authorized capital stock to Ten Billion Pesos (Php10,000,000,000.00) divided into Ten Billion (10,000,000,000) common shares and a change in the par value per share to One Peso (Php 1.00) per share ("Amendments");

WHEREAS, out of the total increase in authorized capital stock of the Company of Seven Billion (7,000,000,000) shares, a total of 4,987,406,421 shares will be subscribed and issued to the Subscriber and to other subscribers, subject to certain Closing Conditions ("Swap Shares");

WHEREAS, the Subscriber desires to subscribe to 187,830,083 Swap Shares ("New Shares") by way of a swap of shares of certain corporations, more particularly described in Schedule A;

WHEREAS, the application for the Amendments will be filed with the Securities and Exchange Commission;

WHEREAS, the Company will apply for the listing of the Swap Shares with the Philippine Stock Exchange;



WHEREAS, there is a need to amend and restate the Deed of Assignment in Payment for Subscription ("Original Deed") entered into by the Subscriber and the Company on 20 February 2013 to: (a) add a Closing Condition for the effectivity of the subscription and the issuance of the New Shares to the Subscriber; and (b) correct the computational error in the number of shares owned by the Subscriber in Puregold Price Club, Inc. that will be swapped by the Subscriber for the New Shares as consideration for the Subscriber's subscription to the New Shares.

NOW THEREFORE, in consideration of the foregoing, the Deed is amended and restated to read as follows:

1. SUBCSCRIPTION TO NEW SHARES

- Subject to the terms and conditions herein, the Subscriber hereby agrees to subscribe, and the Company accepts such subscription, to 187,830,083 common shares out of the Company's increase in authorized capital stock (the "New Shares") by way of a swap of shares of certain corporations, for the Consideration specified in Section 2 hereof.
- 1.2 The subscription to the New Shares is made and accepted at a premium over prevailing market price at Pesos: Fifteen (Php 15.00) per share.

2. CONSIDERATION

2.1 For and in consideration of the foregoing premises, the Subscriber hereby assigns, transfers, and conveys unto the Company the shares of stock held in the Subject Companies ("Subject Companies") with the following corresponding values as stated in Schedule A, free from all liens and encumbrances, in full payment of their subscription to the New Shares.

3. CLOSING CONDITION AND ISSUANCE OF NEW SHARES

- 3.1 The issuance of the New Shares shall be made immediately upon the occurrence of all of the following conditions, without need of any further consent or action:
 - (a) approval by the Securities and Exchange Commission of the Amendments;
 - (b) approval of the Philippine Stock Exchange ("PSE") of the listing of the Swap Shares; and
 - (b) arrival of the Listing Date Of The Swap Shares, such date to be agreed upon with the the PSE.

For purposes of this Deed, Listing Date Of The Swap Shares shall mean the day that the Swap Shares are listed in, and can commence trading at the PSE.



3.2 The Company agrees to cause its Corporate Secretary to issue one or more separate stock certificates to the Subscriber, evidencing the number of New Shares subscribed, immediately upon the occurrence of all conditions as set forth in Section 3.1.

4. TAXES, FEES, AND EXPENSES

4.1 All applicable taxes, including fees and expenses, such as but not limited to the registration fees, documentary stamp taxes and other fees, due in connection with the preparation, execution and delivery of this Deed and the issuance and subscription of the New Shares shall be for the account of the Company. Documentary stamp taxes required to be paid on the issuance of the stock certificates evidencing the New Shares shall be paid promptly by the Company within the period and in such amount required under existing laws.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 The Company represents and warrants to the Subscriber that:
 - a. The Company has the corporate power and authority to execute and deliver this Deed and to perform all the terms and conditions thereof to be performed by it and to consummate the transactions contemplated hereby. The execution and delivery by the Company of this Deed, the performance of the terms and conditions hereof to be performed by it and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary corporate action of the Company. This Deed constitutes, when executed and delivered by the Company, the legal, valid and binding obligation of the Company enforceable against it in accordance with the terms hereof, except as with respect to the enforceability hereof and thereof may be limited by bankruptcy, insolvency or similar laws affecting creditor's rights generally. No other consent, approval, authorization or validation of or filing or registration with any party or governmental agency or body is required in connection with the execution, delivery and performance of this Deed or the legality, validity, enforceability, and binding effect of this Deed;
 - b. Subject only to the approval requirements stated in Section 3 hereof, the New Shares will be duly and validly issued and have been fully paid and once issued, may be freely transferred and shall not be subject to any restrictions or limitations other than those already stated in the Company's Articles of Incorporation.
 - 5.2 The Subscriber covenants with and represents and warrants to the Company that this Deed constitutes, when executed and delivered by the



Company, the legal, valid, and binding obligation of the Shareholder enforceable against it in accordance with the terms hereof.

5.3 The above representations and warranties of the Company are true and correct as of the date of this Deed and shall continue to be true and correct until the issuance of the New Shares.

6. BINDING EFFECT

6.1 This Deed shall be binding upon and shall inure to the benefit of the parties and their respective successors, heirs, co-owners, and assigns.

7. ENTIRE AGREEMENT

7.1 Without prejudice to the stipulations of this Deed, this document contains the entire agreement of the parties concerning the subject matter hereof, and shall, as of the date hereof, supersede all previous understandings and deeds, whether oral or written, between the parties on the subject.

8. NO WAIVER

8.1 The failure of either party to this Deed to insist upon the strict performance of any of the terms and conditions hereof shall not be construed as a waiver thereof or of any other terms and conditions of this Deed, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

9. SEPARABILITY

9.1 In the event that any one or more of the provisions of this Deed are declared invalid, illegal, or unenforceable, such provision/s shall be deemed stricken out, and the invalidity, illegality, or unenforceability of those provision/s shall not affect the rest of the Deed, which shall remain in full force and effect.

10. AMENDMENT OR MODIFICATION

10.1 Any amendment or modification of this Deed, or any additional obligation assumed by either party in connection with this deed, shall be binding only if in writing and signed by the parties or by their authorized representatives.

11. VENUE OF ACTIONS



11.1 All actions or proceedings arising out of or in connection with this Deed shall be brought exclusively before the proper courts of Manila, Metro Manila, Philippines.

12. GOVERNING LAW

12.1 This Deed shall be governed by and construed and implemented for all purposes in accordance with the laws of the Republic of the Philippines.



IN WITNESS WHEREOF, the parties have caused their respective representatives to written, above on the date presents sign these THE COMPANY THE SUBSCRIBER ALCORN GOLD RESOURCES CORPORATION TIN: 000-432-378-000 PAMELA JUSTANE P. CO TIN: 212-169-43 Title: President TIN: 135-546-8 SIGNED IN THE PRESENCE OF SIGNED IN THE PRE

ACKNOWLEDGMENT

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

Philippines, personally appeared the following with their identification documents:

NAME Pamela Justine P. Co PASSPORT NO. XX3934172

<u>D'ATE/PLACE ISSUED</u> JUNE 11, 2009 / MANILA

Alcorn Gold Resources Corporation

TIN: 000-432-378-000

By:

Leonardo B. Dayao

XX4412442

AUGUST 22, 2009 / MANILA

known to me and known to be the same persons who executed the foregoing document and acknowledged that the same is their own free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day, year, and place above written.

Doc. No.

Page No.

Book No.

Series of 2013.

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ATTY. LEANDRO E. ABARQUEZ
Commission No. M-591
Notary Public for Makati City
Until December 31, 2013
21 Fir. Philamlife Tower,
8767 Paseo De Roxas St., Makati City
Roll No. 58737

PTR No. 3174368 / 01-02-2012 / Maketi. IBP No. 880082 / 01-06-2012 / Maketi.



Schedule A to Amended and Restated Deed of Assignment in Payment for Subscription

SUBSCRIBER	SUBJECT COMPANY	TOTAL NO. OF SHAREHOLDINGS IN SUBJECT COMPANY	VALUE OF SHARES	VALUE DIVIDED BY SHAREHOLDINGS	NO. OF AGRC SHARES TO BE SWAPPED	RATIO OF AGRC SHARES TO SHARES OF ACQUIRED- COMPANY	RES P-
	PUREGOLD PRICE CLUB, INC.	83,617,320	2,725,924,620.00	32.60	181,728,308	2.2	77.
	PREMIER WINE & SPIRITS, INC.	-	1,755.00	1,621.92	117	117.0	2
	MERITUS PRIME DISTRIBUTIONS, INC.	81,250	66,030,225.00	869.82	4,402,015	54.2	22
	MONTOSCO, INC.	6,250	8,936,925.00	1,429.91	595,795	95.3	E
	PATAGONIA HOLDINGS CORP.	31,250	5,846,385.00	187.08	389,759	12.5	7.
0	118 HOLDINGS, INC.	8,333	578,400.00	69.41	38,560	4.6	7.
Pameia Justine P. Co	FERTUNA HOLDINGS CORPORATION	31,250	3,337,275.00	106.79	222,485	7.1	7.
	PURE PETROLEUM CORP.	18,750	6,463,440.00	344.72	430,896	23.0	77
	ELLIMAC PRIME HOLDINGS, INC.	2,500	317,280.00	126.91	21,152	8.5	T
	S.V.F. Corporation	+	285.00	285.00	19	19.0	77
	NATION REALTY, INC.	1	480.00	480.00	32	32.0	77
	GO FAY & CO., INCORPORADA	-	14,175.00	14,175.00	945	945.0	2.
		83.796,907	2,817,451,245.00		187,830,083		

KNOW ALL MEN BY THESE PRESENTS:

This Amended and Restated Deed of Assignment in Payment for Subscription (the "Deed") is entered into on 12 km, by and between

CAMILLE CLARISSE P. CO, Filipino, single, and with address at No. 22 Pili Avenue, South Forbes Park, Makati City (the "Subscriber");

-and-

ALCORN GOLD RESOURCES CORPORATION., a corporation duly organized and existing under the laws of the Philippines, with registered office address at 900 Romualdez St., Paco, Manila, Philippines, represented herein by MR. LEONARDO B. DAYAO, its duly authorized representative (the "Company" or "AGRC");

RECITALS:

WHEREAS, the Company has an authorized capital stock of Three Billion Pesos (Php3,000,000,000.00) divided into Three Hundred Billion (300,000,000,000) common shares valued at One Centavo (Php0.01) per share;

WHEREAS, the Company's shareholders and board of directors approved an increase in its authorized capital stock to Ten Billion Pesos (Php10,000,000,000.00) divided into Ten Billion (10,000,000,000) common shares and a change in the par value per share to One Peso (Php 1.00) per share ("Amendments");

WHEREAS, out of the total increase in authorized capital stock of the Company of Seven Billion (7,000,000,000) shares, a total of 4,987,406,421 shares will be subscribed and issued to the Subscriber and to other subscribers, subject to certain Closing Conditions ("Swap Shares");

WHEREAS, the Subscriber desires to subscribe to 61,589,343 Swap Shares ("New Shares") by way of a swap of shares of certain corporations, more particularly described in Schedule A;

WHEREAS, the application for the Amendments will be filed with the Securities and Exchange Commission;



WHEREAS, the Company will apply for the listing of the Swap Shares with the Philippine Stock Exchange;

WHEREAS, there is a need to amend and restate the Deed of Assignment in Payment for Subscription ("Original Deed") entered into by the Subscriber and the Company on 20 February 2013 to: (a) add a Closing Condition for the effectivity of the subscription and the issuance of the New Shares to the Subscriber; and (b) correct the computational error in the number of shares owned by the Subscriber in Puregold Price Club, Inc. that will be swapped by the Subscriber for the New Shares as consideration for the Subscriber's subscription to the New Shares.

NOW THEREFORE, in consideration of the foregoing, the Deed is amended and restated to read as follows:

1. SUBCSCRIPTION TO NEW SHARES

- Subject to the terms and conditions herein, the Subscriber hereby agrees to subscribe, and the Company accepts such subscription, to 61,589,343 common shares out of the Company's increase in authorized capital stock (the "New Shares") by way of a swap of shares of certain corporations, for the Consideration specified in Section 2 hereof.
- 1.2 The subscription to the New Shares is made and accepted at a premium over prevailing market price at Pesos: Fifteen (Php 15.00) per share.

2. CONSIDERATION

2.1 For and in consideration of the foregoing premises, the Subscriber hereby assigns, transfers, and conveys unto the Company the shares of stock held in the Subject Companies ("Subject Companies") with the following corresponding values as stated in Schedule A, free from all liens and encumbrances, in full payment of their subscription to the New Shares.

3. CLOSING CONDITION AND ISSUANCE OF NEW SHARES

- 3.1 The issuance of the New Shares shall be made immediately upon the occurrence of all of the following conditions, without need of any further consent or action:
 - (a) approval by the Securities and Exchange Commission of the Amendments;
 - (b) approval of the Philippine Stock Exchange ("PSE") of the listing of the Swap Shares; and
 - (b) arrival of the Listing Date Of The Swap Shares, such date to be agreed upon with the the PSE.



For purposes of this Deed, Listing Date Of The Swap Shares shall mean the day that the Swap Shares are listed in, and can commence trading at the PSE.

3.2 The Company agrees to cause its Corporate Secretary to issue one or more separate stock certificates to the Subscriber, evidencing the number of New Shares subscribed, immediately upon the occurrence of all conditions as set forth in Section 3.1.

4. TAXES, FEES, AND EXPENSES

4.1 All applicable taxes, including fees and expenses, such as but not limited to the registration fees, documentary stamp taxes and other fees, due in connection with the preparation, execution and delivery of this Deed and the issuance and subscription of the New Shares shall be for the account of the Company. Documentary stamp taxes required to be paid on the issuance of the stock certificates evidencing the New Shares shall be paid promptly by the Company within the period and in such amount required under existing laws.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 The Company represents and warrants to the Subscriber that:
 - a. The Company has the corporate power and authority to execute and deliver this Deed and to perform all the terms and conditions thereof to be performed by it and to consummate the transactions contemplated hereby. The execution and delivery by the Company of this Deed, the performance of the terms and conditions hereof to be performed by it and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary corporate action of the Company. This Deed constitutes, when executed and delivered by the Company, the legal, valid and binding obligation of the Company enforceable against it in accordance with the terms hereof, except as with respect to the enforceability hereof and thereof may be limited by bankruptcy, insolvency or similar laws affecting creditor's rights generally. No other consent, approval, authorization or validation of or filing or registration with any party or governmental agency or body is required in connection with the execution, delivery and performance of this Deed or the legality, validity, enforceability, and binding effect of this Deed;
 - b. Subject only to the approval requirements stated in Section 3 hereof, the New Shares will be duly and validly issued and have been fully paid and once issued, may be freely transferred and shall not be subject to any restrictions or limitations other than those already stated in the Company's Articles of Incorporation.



- 5.2 The Subscriber covenants with and represents and warrants to the Company that this Deed constitutes, when executed and delivered by the Company, the legal, valid, and binding obligation of the Shareholder enforceable against it in accordance with the terms hereof.
- 5.3 The above representations and warranties of the Company are true and correct as of the date of this Deed and shall continue to be true and correct until the issuance of the New Shares.

6. BINDING EFFECT

6.1 This Deed shall be binding upon and shall inure to the benefit of the parties and their respective successors, heirs, co-owners, and assigns.

7. ENTIRE AGREEMENT

7.1 Without prejudice to the stipulations of this Deed, this document contains the entire agreement of the parties concerning the subject matter hereof, and shall, as of the date hereof, supersede all previous understandings and deeds, whether oral or written, between the parties on the subject.

8. NO WAIVER

8.1 The failure of either party to this Deed to insist upon the strict performance of any of the terms and conditions hereof shall not be construed as a waiver thereof or of any other terms and conditions of this Deed, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

9. SEPARABILITY

9.1 In the event that any one or more of the provisions of this Deed are declared invalid, illegal, or unenforceable, such provision/s shall be deemed stricken out, and the invalidity, illegality, or unenforceability of those provision/s shall not affect the rest of the Deed, which shall remain in full force and effect.

10. AMENDMENT OR MODIFICATION

10.1 Any amendment or modification of this Deed, or any additional obligation assumed by either party in connection with this deed, shall be binding only if in writing and signed by the parties or by their authorized representatives.



11. VENUE OF ACTIONS

11.1 All actions or proceedings arising out of or in connection with this Deed shall be brought exclusively before the proper courts of Manila, Metro Manila, Philippines.

12. GOVERNING LAW

12.1 This Deed shall be governed by and construed and implemented for all purposes in accordance with the laws of the Republic of the Philippines.



IN WITNESS WHEREOF, the parties have caused their respective representatives to on the date above written, these presents sign THE COMPANY THE SUBSCRIBER ALCORN GOLD RESOURCES CORPORATION TIN: 000-432-378-000 SSE P. CO CAMILLE CI TIN: 250-3/27 Title: President TIN: 135-546-815 SIGNED IN THE PRESENCE OF SIGNED IN THE PRESE

ACKNOWLEDGMENT

REPUBLIC OF THE PH MAKATI CITY	ILIPPINES)) S.S.	
BEFORE ME, Philippines, personally ap	on 12 mm 16)	with their identification documents:
NAME Camille Clarisse P. Co	PASSPORT NO. XX4127293	DATE/PLACE ISSUED JULY 10, 2009/MANILA
Alcorn Gold Resources C TIN: 000-432-378-000	Corporation	
By: Leonardo B. Dayao	XX4412442	AUGUST 22, 2009 / MANILA
known to me and know document and acknowled deed.	wn to be the same dged that the same is	persons who executed the foregoing their own free and voluntary act and
IN WITNESS WHEREO the day, year, and place a		my hand and affixed my notarial seal,
Doc. No;		Ø.
Page No; Book No; Series of 2013.		ATTY. LEANDRO E. ABARQUEZ Commission No. M-591 Notary Public for Makati City Until December 31, 2013 21st Fir. Philamlife Tower, 8767 Paseo De Roxas St., Makati City Roll No. 58737 PTR No. 3174368 / 01-02-2012 / Makati
		IBP No. 880082 / 01-06-2012 / Makati.

as

Schedule A to Amended and Restated Deed of Assignment in Payment for Subscription

SUBSCRIBER	SUBJECT COMPANY	TOTAL NO. OF SHAREHOLDINGS IN SUBJECT COMPANY	VALUE OF SHARES	VALUE DIVIDED BY SHAREHOLDINGS	NO. OF AGRC SHARES TO BE SWAPPED	RATIO OF AGRC SHARES TO SHARES OF ACQUIRED- COMPANY	RES -
	PUREGOLD PRICE CLUB, INC.	25,531,092	832,313,595.00	32.60	55,487,573	2.2	Τ.
	PREMIER WINE & SPIRITS, INC.	-	1,755.00	1,621.92	117	117.0	17.
	MERITUS PRIME DISTRIBUTIONS, INC.	81,250	66,030,225.00	869.82	4,402,015	54.2	7.
	MONTOSCO, INC.	6,250	8,936,925.00	1,429.91	595,795	95.3	-
	PATAGONIA HOLDINGS CORP.	31,250	5,846,385.00	187.08	389,759	12.5	Τ.
Camillo Clarisco D. Co.	118 HOLDINGS, INC.	8,332	578,325.00	69.41	38,555	4.6	1.
	FERTUNA HOLDINGS CORPORATION	31,250	3,337,275.00	106.79	222,485	7.1	7.
	PURE PETROLEUM CORP.	18,750	6,463,440.00	344.72	430,896	23.0	
	ELLIMAC PRIME HOLDINGS, INC.	2,500	317,280.00	126.91	21,152	8.5	7.
	S.V.F. Corporation	1	285.00	285.00	19	19.0	77.
	NATION REALTY, INC.	•	480.00	480.00	32	32.0	7.
	GO FAY & CO., INCORPORADA	F = - 1	14,175.00	14,175.00	945	945.0	77
		25,710,678	923,840,145.00		61.589.343		

KNOW ALL MEN BY THESE PRESENTS:

This Amended and Restated Deed of Assignment in Payment for Subscription (the "Deed") is entered into on 12 kg w 53, by and between

KATRINA MARIE P. CO, Filipino, single, and with address at No. 22 Pili Avenue, South Forbes Park, Makati City (the "Subscriber");

-and-

ALCORN GOLD RESOURCES CORPORATION., a corporation duly organized and existing under the laws of the Philippines, with registered office address at 900 Romualdez St., Paco, Manila, Philippines, represented herein by MR. LEONARDO B. DAYAO, its duly authorized representative (the "Company" or "AGRC");

RECITALS:

WHEREAS, the Company has an authorized capital stock of Three Billion Pesos (Php3,000,000,000.00) divided into Three Hundred Billion (300,000,000,000) common shares valued at One Centavo (Php0.01) per share;

WHEREAS, the Company's shareholders and board of directors approved an increase in its authorized capital stock to Ten Billion Pesos (Php10,000,000,000.00) divided into Ten Billion (10,000,000,000) common shares and a change in the par value per share to One Peso (Php 1.00) per share ("Amendments");

WHEREAS, out of the total increase in authorized capital stock of the Company of Seven Billion (7,000,000,000) shares, a total of 4,987,406,421 shares will be subscribed and issued to the Subscriber and to other subscribers, subject to certain Closing Conditions ("Swap Shares");

WHEREAS, the Subscriber desires to subscribe to 6,041,895 Swap Shares ("New Shares") by way of a swap of shares of certain corporations, more particularly described in Schedule A;

WHEREAS, the application for the Amendments will be filed with the Securities and Exchange Commission;

WHEREAS, the Company will apply for the listing of the Swap Shares with the Philippine Stock Exchange;



WHEREAS, there is a need to amend and restate the Deed of Assignment in Payment for Subscription ("Original Deed") entered into by the Subscriber and the Company on 20 February 2013 to add a Closing Condition for the effectivity of the subscription and the issuance of the New Shares to the Subscriber.

NOW THEREFORE, in consideration of the foregoing, the Deed is amended and restated to read as follows:

1. SUBCSCRIPTION TO NEW SHARES

- 1.1 Subject to the terms and conditions herein, the Subscriber hereby agrees to subscribe, and the Company accepts such subscription, to 6,041,895 common shares out of the Company's increase in authorized capital stock (the "New Shares") by way of a swap of shares of certain corporations, for the Consideration specified in Section 2 hereof.
- 1.2 The subscription to the New Shares is made and accepted at a premium over prevailing market price at Pesos: Fifteen (Php 15.00) per share.

2. CONSIDERATION

2.1 For and in consideration of the foregoing premises, the Subscriber hereby assigns, transfers, and conveys unto the Company the shares of stock held in the Subject Companies ("Subject Companies") with the following corresponding values as stated in Schedule A, free from all liens and encumbrances, in full payment of their subscription to the New Shares.

3. CLOSING CONDITION AND ISSUANCE OF NEW SHARES

- 3.1 The issuance of the New Shares shall be made immediately upon the occurrence of all of the following conditions, without need of any further consent or action:
 - (a) approval by the Securities and Exchange Commission of the Amendments;
 - (b) approval of the Philippine Stock Exchange ("PSE") of the listing of the Swap Shares; and
 - (b) arrival of the Listing Date Of The Swap Shares, such date to be agreed upon with the the PSE.

For purposes of this Deed, Listing Date Of The Swap Shares shall mean the day that the Swap Shares are listed in, and can commence trading at the PSE.

ON

3.2 The Company agrees to cause its Corporate Secretary to issue one or more separate stock certificates to the Subscriber, evidencing the number of New Shares subscribed, immediately upon the occurrence of all conditions as set forth in Section 3.1.

4. TAXES, FEES, AND EXPENSES

4.1 All applicable taxes, including fees and expenses, such as but not limited to the registration fees, documentary stamp taxes and other fees, due in connection with the preparation, execution and delivery of this Deed and the issuance and subscription of the New Shares shall be for the account of the Company. Documentary stamp taxes required to be paid on the issuance of the stock certificates evidencing the New Shares shall be paid promptly by the Company within the period and in such amount required under existing laws.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 The Company represents and warrants to the Subscriber that:
 - a. The Company has the corporate power and authority to execute and deliver this Deed and to perform all the terms and conditions thereof to be performed by it and to consummate the transactions contemplated hereby. The execution and delivery by the Company of this Deed, the performance of the terms and conditions hereof to be performed by it and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary corporate action of the Company. This Deed constitutes, when executed and delivered by the Company, the legal, valid and binding obligation of the Company enforceable against it in accordance with the terms hereof, except as with respect to the enforceability hereof and thereof may be limited by bankruptcy, insolvency or similar laws affecting creditor's rights generally. No other consent, approval, authorization or validation of or filing or registration with any party or governmental agency or body is required in connection with the execution, delivery and performance of this Deed or the legality, validity, enforceability, and binding effect of this Deed;
 - b. Subject only to the approval requirements stated in Section 3 hereof, the New Shares will be duly and validly issued and have been fully paid and once issued, may be freely transferred and shall not be subject to any restrictions or limitations other than those already stated in the Company's Articles of Incorporation.
- 5.2 The Subscriber covenants with and represents and warrants to the Company that this Deed constitutes, when executed and delivered by the



Company, the legal, valid, and binding obligation of the Shareholder enforceable against it in accordance with the terms hereof.

5.3 The above representations and warranties of the Company are true and correct as of the date of this Deed and shall continue to be true and correct until the issuance of the New Shares.

6. BINDING EFFECT

6.1 This Deed shall be binding upon and shall inure to the benefit of the parties and their respective successors, heirs, co-owners, and assigns.

7. ENTIRE AGREEMENT

7.1 Without prejudice to the stipulations of this Deed, this document contains the entire agreement of the parties concerning the subject matter hereof, and shall, as of the date hereof, supersede all previous understandings and deeds, whether oral or written, between the parties on the subject.

8. NO WAIVER

8.1 The failure of either party to this Deed to insist upon the strict performance of any of the terms and conditions hereof shall not be construed as a waiver thereof or of any other terms and conditions of this Deed, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

9. SEPARABILITY

9.1 In the event that any one or more of the provisions of this Deed are declared invalid, illegal, or unenforceable, such provision/s shall be deemed stricken out, and the invalidity, illegality, or unenforceability of those provision/s shall not affect the rest of the Deed, which shall remain in full force and effect.

10. AMENDMENT OR MODIFICATION

10.1 Any amendment or modification of this Deed, or any additional obligation assumed by either party in connection with this deed, shall be binding only if in writing and signed by the parties or by their authorized representatives.

11. VENUE OF ACTIONS



11.1 All actions or proceedings arising out of or in connection with this Deed shall be brought exclusively before the proper courts of Manila, Metro Manila, Philippines.

12. GOVERNING LAW

12.1 This Deed shall be governed by and construed and implemented for all purposes in accordance with the laws of the Republic of the Philippines.



IN WITNESS WHEREOF, the parties have caused their respective representatives to above written, on the date presents sign these THE COMPANY THE SUBSCRIBER ALCORN GOLD RESOURCES CORPORATION TIN: 000-432-378-000 MARJE P. CO -181-943 Title: Presiden TIN: 135-546-8 SIGNED IN THE PRO SIGNED IN THE PRESENCE OF

ACKNOWLEDGMENT

MAKATICITY) 5.5				
BEFOR	E ME,	on	12	Kean	2013		MAKAM	
Philippines, pers	sonally	appe	ared t	the follow	ing with the	ir identificat	ion documents	3:

.DATE/PLACE ISSUED PASSPORT NO. NAME EB3358191 AUGUST 12, 2011/MANILA

Alcorn Gold Resources Corporation

REPUBLIC OF THE PHILIPPINES)

TIN: 000-432-378-000

Katrina Marie P. Co

By: Leonardo B. Dayao XX4412442

AUGUST 22, 2009 / MANILA

known to me and known to be the same persons who executed the foregoing document and acknowledged that the same is their own free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day, year, and place above written.

Doc. No. Page No. Book No. Series of 2013.

ATTY. LEANDRO E. ABARQUEZ Commission No. M-591 Notary Public for Makati City Until December 31, 2013 21st Flr. Philamlife Tower, 8767 Paseo De Roxas St., Makati City Roll No. 58737

PTR No. 3174368 / 01-02-2012 / Maketi IBP No. 880082 / 01-06-2012 / Maket

Schedule A to Amended and Restated Deed of Assignment in Payment for Subscription

SUBSCRIBER	SUBJECT COMPANY	TOTAL NO. OF SHAREHOLDINGS IN SUBJECT COMPANY	VALUE OF SHARES	VALUE DIVIDED BY SHAREHOLDINGS	NO. OF AGRC SHARES TO BE SWAPPED	RATIO OF AGRC SHARES TO SHARES OF ACQUIRED- COMPANY	RES
	PREMIER WINE & SPIRITS, INC.	-	1,755.00	1,621.92	117	117.0	7.
	MERITUS PRIME DISTRIBUTIONS, INC.	81,249	66,029,415.00	869.82	4,401,961	54.2	7.
	MONTOSCO, INC.	6,249	8,935,500.00	1,429.91	595,700	95.3	Σ.
	PATAGONIA HOLDINGS CORP.	31,249	5,846,205.00	187.08	389,747	12.5	Τ.
Katrina Marie P. Co	FERTUNA HOLDINGS CORPORATION	31,249	3,337,170.00	106.79	222,478	7.1	₹.
	PURE PETROLEUM CORP.	18,750	6,463,440.00	344.72	430,896	23.0	Υ.
	S.V.F. Corporation	-	285.00	285.00	19	19.0	T
	NATION REALTY, INC.	-	480.00	480.00	32	32.0	Υ.
	GO FAY & CO., INCORPORADA	-	14,175.00	14,175.00	945	945.0	Υ.
		168,750	90,628,425.00		6.041.895		

KNOW ALL MEN BY THESE PRESENTS:

This Amended and Restated Deed of Assignment in Payment for Subscription (the "Deed") is entered into on 12 May 25, by and between

LEONARDO B. DAYAO, Filipino, married with address at No. 145 Guava Drive, Ayala Alabang Village, Muntinlupa City (the "Subscriber");

-and-

ALCORN GOLD RESOURCES CORPORATION., a corporation duly organized and existing under the laws of the Philippines, with registered office address at 900 Romualdez St., Paco, Manila, Philippines, represented herein by MR. LUCIO L. CO, its duly authorized representative (the "Company" or "AGRC");

RECITALS:

WHEREAS, the Company has an authorized capital stock of Three Billion Pesos (Php3,000,000,000.00) divided into Three Hundred Billion (300,000,000,000) common shares valued at One Centavo (Php0.01) per share;

WHEREAS, the Company's shareholders and board of directors approved an increase in its authorized capital stock to Ten Billion Pesos (Php10,000,000,000.00) divided into Ten Billion (10,000,000,000) common shares and a change in the par value per share to One Peso (Php 1.00) per share ("Amendments");

WHEREAS, out of the total increase in authorized capital stock of the Company of Seven Billion (7,000,000,000) shares, a total of 4,987,406,421 shares will be subscribed and issued to the Subscriber and to other subscribers, subject to certain Closing Conditions ("Swap Shares");

WHEREAS, the Subscriber desires to subscribe to 984 Swap shares ("New Shares") by way of a swap of shares of certain corporations, more particularly described in Schedule A;

WHEREAS, the application for the Amendments will be filed with the Securities and Exchange Commission;



WHEREAS, the Company will apply for the listing of the Swap Shares with the Philippine Stock Exchange;

WHEREAS, there is a need to amend and restate the Deed of Assignment in Payment for Subscription ("Original Deed") entered into by the Subscriber and the Company on 20 February 2013 to add a Closing Condition for the effectivity of the subscription and the issuance of the New Shares to the Subscriber.

NOW THEREFORE, in consideration of the foregoing, the Deed is amended and restated to read as follows:

1. SUBCSCRIPTION TO NEW SHARES

- 1.1 Subject to the terms and conditions herein, the Subscriber hereby agrees to subscribe, and the Company accepts such subscription, to 984 common shares out of the Company's increase in authorized capital stock (the "New Shares") by way of a swap of shares of certain corporations, for the Consideration specified in Section 2 hereof.
- 1.2 The subscription to the New Shares is made and accepted at a premium over prevailing market price at Pesos: Fifteen (Php 15.00) per share.

2. CONSIDERATION

2.1 For and in consideration of the foregoing premises, the Subscriber hereby assigns, transfers, and conveys unto the Company the shares of stock held in the Subject Companies ("Subject Companies") with the following corresponding values as stated in Schedule A, free from all liens and encumbrances, in full payment of their subscription to the New Shares.

3. CLOSING CONDITION AND ISSUANCE OF NEW SHARES

- 3.1 The issuance of the New Shares shall be made immediately upon the occurrence of all of the following conditions, without need of any further consent or action:
 - (a) approval by the Securities and Exchange Commission of the Amendments;
 - (b) approval of the Philippine Stock Exchange ("PSE") of the listing of the Swap Shares; and
 - (b) arrival of the the Listing Date Of The Swap Shares, such date to be agreed upon with the the PSE.

For purposes of this Deed, Listing Date Of The Swap Shares shall mean the day that the Swap Shares are listed in, and can commence trading at the PSE.



3.2 The Company agrees to cause its Corporate Secretary to issue one or more separate stock certificates to the Subscriber, evidencing the number of New Shares subscribed, immediately upon the occurrence of all conditions as set forth in Section 3.1.

4. TAXES, FEES, AND EXPENSES

4.1 All applicable taxes, including fees and expenses, such as but not limited to the registration fees, documentary stamp taxes and other fees, due in connection with the preparation, execution and delivery of this Deed and the issuance and subscription of the New Shares shall be for the account of the Company. Documentary stamp taxes required to be paid on the issuance of the stock certificates evidencing the New Shares shall be paid promptly by the Company within the period and in such amount required under existing laws.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 The Company represents and warrants to the Subscriber that:
 - The Company has the corporate power and authority to execute and deliver this Deed and to perform all the terms and conditions thereof to be performed by it and to consummate the transactions contemplated hereby. The execution and delivery by the Company of this Deed, the performance of the terms and conditions hereof to be performed by it and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary corporate action of the Company. This Deed constitutes, when executed and delivered by the Company, the legal, valid and binding obligation of the Company enforceable against it in accordance with the terms hereof, except as with respect to the enforceability hereof and thereof may be limited by bankruptcy, insolvency or similar laws affecting creditor's rights generally. No other consent, approval, authorization or validation of or filing or registration with any party or governmental agency or body is required in connection with the execution, delivery and performance of this Deed or the legality, validity, enforceability, and binding effect of this Deed;
 - b. Subject only to the approval requirements stated in Section 3 hereof, the New Shares will be duly and validly issued and have been fully paid and once issued, may be freely transferred and shall not be subject to any restrictions or limitations other than those already stated in the Company's Articles of Incorporation.
- 5.2 The Subscriber covenants with and represents and warrants to the Company that this Deed constitutes, when executed and delivered by the



Company, the legal, valid, and binding obligation of the Shareholder enforceable against it in accordance with the terms hereof.

5.3 The above representations and warranties of the Company are true and correct as of the date of this Deed and shall continue to be true and correct until the issuance of the New Shares.

6. BINDING EFFECT

6.1 This Deed shall be binding upon and shall inure to the benefit of the parties and their respective successors, heirs, co-owners, and assigns.

7. ENTIRE AGREEMENT

7.1 Without prejudice to the stipulations of this Deed, this document contains the entire agreement of the parties concerning the subject matter hereof, and shall, as of the date hereof, supersede all previous understandings and deeds, whether oral or written, between the parties on the subject.

8. NO WAIVER

8.1 The failure of either party to this Deed to insist upon the strict performance of any of the terms and conditions hereof shall not be construed as a waiver thereof or of any other terms and conditions of this Deed, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

9. SEPARABILITY

9.1 In the event that any one or more of the provisions of this Deed are declared invalid, illegal, or unenforceable, such provision/s shall be deemed stricken out, and the invalidity, illegality, or unenforceability of those provision/s shall not affect the rest of the Deed, which shall remain in full force and effect.

10. AMENDMENT OR MODIFICATION

10.1 Any amendment or modification of this Deed, or any additional obligation assumed by either party in connection with this deed, shall be binding only if in writing and signed by the parties or by their authorized representatives.

11. VENUE OF ACTIONS

11.1 All actions or proceedings arising out of or in connection with this Deed shall be brought exclusively before the proper courts of Manila, Metro Manila, Philippines.

12. GOVERNING LAW

12.1 This Deed shall be governed by and construed and implemented for all purposes in accordance with the laws of the Republic of the Philippines.



IN WITNESS WHEREOF, the parties have caused their respective representatives to sign these presents on the date above written, in

LEONARDO B. 64470 TIN: 135-546-81

THE SUBSCRIBER

THE COMPANY ALCORN GOLD RESOURCES CORPORATION

TIN: 000-432-378-000

By:

Name: LUCIO L. CO Title: Chairman

Title: Chairman TIN: 108-975-97

SIGNED IN THE PRESENCE OF

SIGNED IN THE PRESENCE OF

ACKNOWLEDGMENT

REPUBLIC OF THE	E PHILIPPINES)	
MAKATI CITY) S.S.	
BEFORE M Philippines, persona	ME, on 12 Mm ws3	ith their identification documents:
NAME	PASSPORT NO.	DATE/PLACE ISSUED
Leonardo B. Dayao	XX4412442	AUGUST 22, 2009 / MANILA
Alcorn Gold Resour TIN: 000-432-378-0		
By:		
Lucio L. Co	EB1321171	NOVEMBER 8, 2010 / MANILA
known to me and document and ackn deed.	known to be the same pe owledged that the same is t	ersons who executed the foregoing heir own free and voluntary act and

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal,

Page No. ; Book No. ; Series of 2013.

the day, year, and place above written.

ATTY. LEANDRO E. ABARQUEZ
Commission No. M-591
Notary Public for Makati City
Until December 31, 2013
21st Fir. Philamlife Tower,
8767 Paseo De Roxas St., Makati City
Roll No. 58737
PTR No. 3174368 / 01-02-2012 / Makati
IBP No. 880082 / 01-06-2012 / Makati

do

Schedule A to Amended and Restated Deed of Assignment in Payment for Subscription

SUBSCRIBER	SUBJECT COMPANY	TOTAL NO. OF SHAREHOLDINGS IN SUBJECT COMPANY	VALUE OF SHARES	VALUE DIVIDED BY SHAREHOLDINGS	NO. OF AGRC SHARES TO BE SWAPPED	RATIO OF AGRC SHARES TO SHARES OF ACQUIRED- COMPANY	RES -
	FERTUNA HOLDINGS CORPORATION	-	105.00	105.00	7	7.0	17.
Leonardo B. Dayao	NATION REALTY, INC.	-	480.00	480.00	32	32.0	77.
	GO FAY & CO., INCORPORADA	-	14,175.00	14,175.00	945	945.0	7.
		60	14.760.00		984		

KNOW ALL MEN BY THESE PRESENTS:

This Amended and Restated Deed of Assignment in Payment for Subscription (the "Deed") is entered into on 12 mm 253, by and between

KMC REALTY CORPORATION, a corporation duly organized and existing under the laws of the Philippines, with registered office address at S-1602 Federal Tower, Dasmariñas St., Binondo, Manila represented herein by MR. FERDINAND VINCENT P. CO, its duly authorized representative (the "Subscriber");

-and-

ALCORN GOLD RESOURCES CORPORATION., a corporation duly organized and existing under the laws of the Philippines, with registered office address at 900 Romualdez St., Paco, Manila, Philippines, represented herein by MR. LEONARDO B. DAYAO, its duly authorized representative (the "Company" or "AGRC");

RECITALS:

WHEREAS, the Company has an authorized capital stock of Three Billion Pesos (Php3,000,000,000.00) divided into Three Hundred Billion (300,000,000,000) common shares valued at One Centavo (Php0.01) per share;

WHEREAS, the Company's shareholders and board of directors approved an increase in its authorized capital stock to Ten Billion Pesos (Php10,000,000,000.00) divided into Ten Billion (10,000,000,000) common shares and a change in the par value per share to One Peso (Php 1.00) per share ("Amendments");

WHEREAS, out of the total increase in authorized capital stock of the Company of Seven Billion (7,000,000,000) shares, a total of 4,987,406,421 shares will be subscribed and issued to the Subscriber and to other subscribers, subject to certain Closing Conditions ("Swap Shares");

WHEREAS, the Subscriber desires to subscribe to 15,170,432 Swap Shares ("New Shares") by way of a swap of shares of certain corporations, more particularly described in Schedule A;

WHEREAS, the application for the Amendments will be filed with the Securities and Exchange Commission;

W

WHEREAS, the Company will apply for the listing of the Swap Shares with the Philippine Stock Exchange;

WHEREAS, there is a need to amend and restate the Deed of Assignment in Payment for Subscription ("Original Deed") entered into by the Subscriber and the Company on 20 February 2013 to add a Closing Condition for the effectivity of the subscription and the issuance of the New Shares to the Subscriber.

NOW THEREFORE, in consideration of the foregoing, the Deed is amended and restated to read as follows:

1. SUBCSCRIPTION TO NEW SHARES

- Subject to the terms and conditions herein, the Subscriber hereby agrees to subscribe, and the Company accepts such subscription, to 15,170,432 common shares out of the Company's increase in authorized capital stock (the "New Shares") by way of a swap of shares of certain corporations, for the Consideration specified in Section 2 hereof.
- 1.2 The subscription to the New Shares is made and accepted at a premium over prevailing market price at Pesos: Fifteen (Php 15.00) per share.

2. CONSIDERATION

2.1 For and in consideration of the foregoing premises, the Subscriber hereby assigns, transfers, and conveys unto the Company the shares of stock held in the Subject Companies ("Subject Companies") with the following corresponding values as stated in Schedule A, free from all liens and encumbrances, in full payment of their subscription to the New Shares.

3. CLOSING CONDITION AND ISSUANCE OF NEW SHARES

- 3.1 The issuance of the New Shares shall be made immediately upon the occurrence of all of the following conditions, without need of any further consent or action:
 - (a) approval by the Securities and Exchange Commission of the Amendments;
 - (b) approval of the Philippine Stock Exchange ("PSE") of the listing of the Swap Shares; and
 - (b) arrival of the Listing Date Of The Swap Shares, such date to be agreed upon with the the PSE.

For purposes of this Deed, Listing Date Of The Swap Shares shall mean the day that the Swap Shares are listed in, and can commence trading at the PSE.

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3.2 The Company agrees to cause its Corporate Secretary to issue one or more separate stock certificates to the Subscriber, evidencing the number of New Shares subscribed, immediately upon the occurrence of all conditions as set forth in Section 3.1.

4. TAXES, FEES, AND EXPENSES

4.1 All applicable taxes, including fees and expenses, such as but not limited to the registration fees, documentary stamp taxes and other fees, due in connection with the preparation, execution and delivery of this Deed and the issuance and subscription of the New Shares shall be for the account of the Company. Documentary stamp taxes required to be paid on the issuance of the stock certificates evidencing the New Shares shall be paid promptly by the Company within the period and in such amount required under existing laws.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 The Company represents and warrants to the Subscriber that:
 - a. The Company has the corporate power and authority to execute and deliver this Deed and to perform all the terms and conditions thereof to be performed by it and to consummate the transactions contemplated hereby. The execution and delivery by the Company of this Deed, the performance of the terms and conditions hereof to be performed by it and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary corporate action of the Company. This Deed constitutes, when executed and delivered by the Company, the legal, valid and binding obligation of the Company enforceable against it in accordance with the terms hereof, except as with respect to the enforceability hereof and thereof may be limited by bankruptcy, insolvency or similar laws affecting creditor's rights generally. No other consent, approval, authorization or validation of or filing or registration with any party or governmental agency or body is required in connection with the execution, delivery and performance of this Deed or the legality, validity, enforceability, and binding effect of this Deed;
 - b. Subject only to the approval requirements stated in Section 3 hereof, the New Shares will be duly and validly issued and have been fully paid and once issued, may be freely transferred and shall not be subject to any restrictions or limitations other than those already stated in the Company's Articles of Incorporation.
- 5.2 The Subscriber covenants with and represents and warrants to the Company that this Deed constitutes, when executed and delivered by the



Company, the legal, valid, and binding obligation of the Shareholder enforceable against it in accordance with the terms hereof.

5.3 The above representations and warranties of the Company are true and correct as of the date of this Deed and shall continue to be true and correct until the issuance of the New Shares.

6. BINDING EFFECT

6.1 This Deed shall be binding upon and shall inure to the benefit of the parties and their respective successors, heirs, co-owners, and assigns.

7. ENTIRE AGREEMENT

7.1 Without prejudice to the stipulations of this Deed, this document contains the entire agreement of the parties concerning the subject matter hereof, and shall, as of the date hereof, supersede all previous understandings and deeds, whether oral or written, between the parties on the subject.

8. NO WAIVER

8.1 The failure of either party to this Deed to insist upon the strict performance of any of the terms and conditions hereof shall not be construed as a waiver thereof or of any other terms and conditions of this Deed, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

9. SEPARABILITY

9.1 In the event that any one or more of the provisions of this Deed are declared invalid, illegal, or unenforceable, such provision/s shall be deemed stricken out, and the invalidity, illegality, or unenforceability of those provision/s shall not affect the rest of the Deed, which shall remain in full force and effect.

10. AMENDMENT OR MODIFICATION

10.1 Any amendment or modification of this Deed, or any additional obligation assumed by either party in connection with this deed, shall be binding only if in writing and signed by the parties or by their authorized representatives.

11. VENUE OF ACTIONS

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11.1 All actions or proceedings arising out of or in connection with this Deed shall be brought exclusively before the proper courts of Manila, Metro Manila, Philippines.

12. GOVERNING LAW

12.1 This Deed shall be governed by and construed and implemented for all purposes in accordance with the laws of the Republic of the Philippines.

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written, the date above presents on these sign THE COMPANY THE SUBSCRIBER ALCORN GOLD KMC REALTY CORPORATION RESOURCES CORPORATION TIN: 002-094-092-000 TIN: 000-432-378-000 By: Name: FERDINAND VINCENT P. CO. Title: Chairman Name: LEONARDO B. DAYAC Title: President TIN: 208-381-185 TIN: 135-546-815 SIGNED IN THE BRES SIGNED IN THE PRESENCE OF

IN WITNESS WHEREOF, the parties have caused their respective representatives to

ACKNOWLEDGMENT

MAKATI CITY) S.S.		
BEFORE	ME, on	12 ppm 2013	, in	MADERIT
Philippines, person	nally appe	ared the following with the	ir identificat	ion documents

NAME PASSPORT NO. DATE/PLACE ISSUED

KMC Realty Corporation TIN: 002-094-092-000

Ferdinand Vincent P. Co EB1320643 NOVEMBER 8, 2010 / MANILA

Alcorn Gold Resources Corporation TIN: 000-432-378-000

REPUBLIC OF THE PHILIPPINES)

By:

Leonardo B. Dayao

XX4412442

AUGUST 22, 2009 / MANILA

known to me and known to be the same persons who executed the foregoing document and acknowledged that the same is their own free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day, year, and place above written.

Doc. No. 27; Page No. 27; Book No. ____;

Series of 2013.

ATTY. LEANDRO E. ABARQUEZ
Commission No. M-591
Notary Public for Maketi City
Until December 31, 2013
21st Ftr. Philamlife Tower,
8767 Paseo De Roxas St., Maketi City
Roll No. 58737
PTR No. 3174368 / 01-02-2012 / Maketi
IBP No. 880082 / 01-06-2012 / Maketi

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Schedule A to Amended and Restated Deed of Assignment in Payment for Subscription

SUBSCRIBER	SUBJECT COMPANY	TOTAL NO. OF SHAREHOLDINGS IN SUBJECT COMPANY	VALUE OF SHARES	VALUE DIVIDED BY SHAREHOLDINGS	NO. OF AGRC SHARES TO BE SWAPPED	RATIO OF AGRC SHARES TO SHARES OF ACQUIRED- COMPANY	ES
KMC Realty Corporation	ELLIMAC PRIME HOLDINGS, INC.	1,793,071	227,556,480.00	126.91	15,170,432	8.5	Σ.
		1,793,071	227,556,480.00		15,170,432		

KNOW ALL MEN BY THESE PRESENTS:

This Amended and Restated Deed of Assignment in Payment for Subscription (the "Deed") is entered into on 12 mm 13, by and between

JOSE PAULINO SANTAMARINA, Filipino, with address at 7301 Marcelo Avenue, Marcelo Green Village, Parañaque City (the "Subscriber");

-and-

ALCORN GOLD RESOURCES CORPORATION., a corporation duly organized and existing under the laws of the Philippines, with registered office address at 900 Romualdez St., Paco, Manila, Philippines, represented herein by MR. LEONARDO B. DAYAO, its duly authorized representative (the "Company" or "AGRC");

RECITALS:

WHEREAS, the Company has an authorized capital stock of Three Billion Pesos (Php3,000,000,000.00) divided into Three Hundred Billion (300,000,000,000) common shares valued at One Centavo (Php0.01) per share;

WHEREAS, the Company's shareholders and board of directors approved an increase in its authorized capital stock to Ten Billion Pesos (Php10,000,000,000.00) divided into Ten Billion (10,000,000,000) common shares and a change in the par value per share to One Peso (Php 1.00) per share ("Amendments");

WHEREAS, out of the total increase in authorized capital stock of the Company of Seven Billion (7,000,000,000) shares, a total of 4,987,406,421 shares will be subscribed and issued to the Subscriber and to other subscribers, subject to certain Closing Conditions ("Swap Shares");

WHEREAS, the Subscriber desires to subscribe to 35,105,093 Swap Shares ("New Shares") by way of a swap of shares of certain corporations, more particularly described in Schedule A;

WHEREAS, the application for the Amendments will be filed with the Securities and Exchange Commission;

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WHEREAS, the Company will apply for the listing of the Swap Shares with the Philippine Stock Exchange;

WHEREAS, there is a need to amend and restate the Deed of Assignment in Payment for Subscription ("Original Deed") entered into by the Subscriber and the Company on 20 February 2013 to add a Closing Condition for the effectivity of the subscription and the issuance of the New Shares to the Subscriber.

NOW THEREFORE, in consideration of the foregoing, the Deed is amended and restated to read as follows:

1. SUBCSCRIPTION TO NEW SHARES

- 1.1 Subject to the terms and conditions herein, the Subscriber hereby agrees to subscribe, and the Company accepts such subscription, to 35,105,093 common shares out of the Company's increase in authorized capital stock (the "New Shares") by way of a swap of shares of certain corporations, for the Consideration specified in Section 2 hereof.
- 1.2 The subscription to the New Shares is made and accepted at a premium over prevailing market price at Pesos: Fifteen (Php 15.00) per share.

2. CONSIDERATION

2.1 For and in consideration of the foregoing premises, the Subscriber hereby assigns, transfers, and conveys unto the Company the shares of stock held in the Subject Companies ("Subject Companies") with the following corresponding values as stated in Schedule A, free from all liens and encumbrances, in full payment of their subscription to the New Shares.

3. CLOSING CONDITION AND ISSUANCE OF NEW SHARES

- 3.1 The issuance of the New Shares shall be made immediately upon the occurrence of all of the following conditions, without need of any further consent or action:
 - (a) approval by the Securities and Exchange Commission of the Amendments;
 - (b) approval of the Philippine Stock Exchange ("PSE") of the listing of the Swap Shares; and
 - (b) arrival of the Listing Date Of The Swap Shares, such date to be agreed upon with the the PSE.

For purposes of this Deed, Listing Date Of The Swap Shares shall mean the day that the Swap Shares are listed in, and can commence trading at the PSE.

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3.2 The Company agrees to cause its Corporate Secretary to issue one or more separate stock certificates to the Subscriber, evidencing the number of New Shares subscribed, immediately upon the occurrence of all conditions as set forth in Section 3.1.

4. TAXES, FEES, AND EXPENSES

4.1 All applicable taxes, including fees and expenses, such as but not limited to the registration fees, documentary stamp taxes and other fees, due in connection with the preparation, execution and delivery of this Deed and the issuance and subscription of the New Shares shall be for the account of the Company. Documentary stamp taxes required to be paid on the issuance of the stock certificates evidencing the New Shares shall be paid promptly by the Company within the period and in such amount required under existing laws.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 The Company represents and warrants to the Subscriber that:
 - a. The Company has the corporate power and authority to execute and deliver this Deed and to perform all the terms and conditions thereof to be performed by it and to consummate the transactions contemplated hereby. The execution and delivery by the Company of this Deed, the performance of the terms and conditions hereof to be performed by it and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary corporate action of the Company. This Deed constitutes, when executed and delivered by the Company, the legal, valid and binding obligation of the Company enforceable against it in accordance with the terms hereof, except as with respect to the enforceability hereof and thereof may be limited by bankruptcy, insolvency or similar laws affecting creditor's rights generally. No other consent, approval, authorization or validation of or filing or registration with any party or governmental agency or body is required in connection with the execution, delivery and performance of this Deed or the legality, validity, enforceability, and binding effect of this Deed;
 - b. Subject only to the approval requirements stated in Section 3 hereof, the New Shares will be duly and validly issued and have been fully paid and once issued, may be freely transferred and shall not be subject to any restrictions or limitations other than those already stated in the Company's Articles of Incorporation.
- 5.2 The Subscriber covenants with and represents and warrants to the Company that this Deed constitutes, when executed and delivered by the

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Company, the legal, valid, and binding obligation of the Shareholder enforceable against it in accordance with the terms hereof.

5.3 The above representations and warranties of the Company are true and correct as of the date of this Deed and shall continue to be true and correct until the issuance of the New Shares.

6. BINDING EFFECT

6.1 This Deed shall be binding upon and shall inure to the benefit of the parties and their respective successors, heirs, co-owners, and assigns.

7. ENTIRE AGREEMENT

7.1 Without prejudice to the stipulations of this Deed, this document contains the entire agreement of the parties concerning the subject matter hereof, and shall, as of the date hereof, supersede all previous understandings and deeds, whether oral or written, between the parties on the subject.

8. NO WAIVER

8.1 The failure of either party to this Deed to insist upon the strict performance of any of the terms and conditions hereof shall not be construed as a waiver thereof or of any other terms and conditions of this Deed, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

9. SEPARABILITY

9.1 In the event that any one or more of the provisions of this Deed are declared invalid, illegal, or unenforceable, such provision/s shall be deemed stricken out, and the invalidity, illegality, or unenforceability of those provision/s shall not affect the rest of the Deed, which shall remain in full force and effect.

10. AMENDMENT OR MODIFICATION

10.1 Any amendment or modification of this Deed, or any additional obligation assumed by either party in connection with this deed, shall be binding only if in writing and signed by the parties or by their authorized representatives.

11. VENUE OF ACTIONS

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11.1 All actions or proceedings arising out of or in connection with this Deed shall be brought exclusively before the proper courts of Manila, Metro Manila, Philippines.

12. GOVERNING LAW

12.1 This Deed shall be governed by and construed and implemented for all purposes in accordance with the laws of the Republic of the Philippines.



IN WITNESS WHEREOF, the parties have caused their respective representatives to sign these presents on the date above written, in

THE SUBSCRIBER

JOSE PAULINO SANTAMARINA TIN: 255-968-021 THE COMPANY ALCORN GOLD RESOURCES CORPORATION

TIN: 000-432-378-000

By:

Name: LEONARDO B. DAN

Title: President TIN: 135-546-815

SIGNED IN THE PRESENCE OF

ACKNOWLEDGMENT

BEFORE ME, on ILA	Pren 2013	in Mancon
REPUBLIC OF THE PHILIPPINES MAKATI CITY)) S.S.	

Philippines, personally appeared the following with their identification documents:

NAME
Jose Paulino Santamarina

PASSPORT NO.
XX4710806

DATE/PLACE ISSUED
OCTOBER 8, 2009/MANILA

Alcorn Gold Resources Corporation TIN: 000-432-378-000

By:

Leonardo B. Dayao

XX4412442

AUGUST 22, 2009 / MANILA

known to me and known to be the same persons who executed the foregoing document and acknowledged that the same is their own free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day, year, and place above written.

Doc. No. 70; Page No. 77; Book No. 1; Series of 2013.

ATTY. LEANDRO E

ATTY. LEANDRO E. ABARQUEZ
Commission No. M-591
Notary Public for Makati City
Until December 31, 2013
21st Fir. Philamilife Tower,
8767 Paseo De Roxas St., Makati City
Roll No. 58737
PTR No. 3174368 / 01-02-2012 / Makati
IBP No. 880082 / 01-06-2012 / Makati

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Schedule A to Amended and Restated Deed of Assignment in Payment for Subscription

SUBSCRIBER	SUBJECT COMPANY	TOTAL NO. OF SHAREHOLDINGS IN SUBJECT COMPANY	VALUE OF SHARES	VALUE DIVIDED BY SHAREHOLDINGS	NO. OF AGRC SHARES TO BE SWAPPED	RATIO OF AGRC SHARES TO SHARES OF ACQUIRED- COMPANY	ES
Jose Paulino Santamarina	PREMIER WINE & SPIRITS, INC.	300,000	526,576,395.00	1,621.92	35,105,093	117.0	7.
		300,000	526,576,395.00		35,105,093		

KNOW ALL MEN BY THESE PRESENTS:

This Amended and Restated Deed of Assignment in Payment for Subscription (the "Deed") is entered into on 12 2000, by and between

BABY GERLIE I. SACRO, Filipino, single, with address at No. 1196 Interior Rosario St., Pandacan, Manila (the "Subscriber");

-and-

ALCORN GOLD RESOURCES CORPORATION., a corporation duly organized and existing under the laws of the Philippines, with registered office address at 900 Romualdez St., Paco, Manila, Philippines, represented herein by MR. LEONARDO B. DAYAO, its duly authorized representative (the "Company" or "AGRC");

RECITALS:

WHEREAS, the Company has an authorized capital stock of Three Billion Pesos (Php3,000,000,000,000) divided into Three Hundred Billion (300,000,000,000) common shares valued at One Centavo (Php0.01) per share;

WHEREAS, the Company's shareholders and board of directors approved an increase in its authorized capital stock to Ten Billion Pesos (Php10,000,000,000,000) divided into Ten Billion (10,000,000,000) common shares and a change in the par value per share to One Peso (Php 1.00) per share ("Amendments");

WHEREAS, out of the total increase in authorized capital stock of the Company of Seven Billion (7,000,000,000) shares, a total of 4,987,406,421 shares will be subscribed and issued to the Subscriber and to other subscribers, subject to certain Closing Conditions ("Swap Shares");

WHEREAS, the Subscriber desires to subscribe to 4 Swap Shares ("New Shares") by way of a swap of shares of certain corporations, more particularly described in Schedule A:

WHEREAS, the application for the Amendments will be filed with the Securities and Exchange Commission;

WHEREAS, the Company will apply for the listing of the Swap Shares with the Philippine Stock Exchange;



WHEREAS, there is a need to amend and restate the Deed of Assignment in Payment for Subscription ("Original Deed") entered into by the Subscriber and the Company on 20 February 2013 to add a Closing Condition for the effectivity of the subscription and the issuance of the New Shares to the Subscriber.

NOW THEREFORE, in consideration of the foregoing, the Deed is amended and restated to read as follows:

1. SUBCSCRIPTION TO NEW SHARES

- 1.1 Subject to the terms and conditions herein, the Subscriber hereby agrees to subscribe, and the Company accepts such subscription, to 4 common shares out of the Company's increase in authorized capital stock (the "New Shares") by way of a swap of shares of certain corporations, for the Consideration specified in Section 2 hereof.
- 1.2 The subscription to the New Shares is made and accepted at a premium over prevailing market price at Pesos: Fifteen (Php 15.00) per share.

2. CONSIDERATION

2.1 For and in consideration of the foregoing premises, the Subscriber hereby assigns, transfers, and conveys unto the Company the shares of stock held in the Subject Companies ("Subject Companies") with the following corresponding values as stated in Schedule A, free from all liens and encumbrances, in full payment of their subscription to the New Shares.

3. CLOSING CONDITION AND ISSUANCE OF NEW SHARES

- 3.1 The issuance of the New Shares shall be made immediately upon the occurrence of all of the following conditions, without need of any further consent or action:
 - (a) approval by the Securities and Exchange Commission of the Amendments;
 - (b) approval of the Philippine Stock Exchange ("PSE") of the listing of the Swap Shares; and
 - (b) arrival of the Listing Date Of The Swap Shares, such date to be agreed upon with the the PSE.

For purposes of this Deed, Listing Date Of The Swap Shares shall mean the day that the Swap Shares are listed in, and can commence trading at the PSE.



3.2 The Company agrees to cause its Corporate Secretary to issue one or more separate stock certificates to the Subscriber, evidencing the number of New Shares subscribed, immediately upon the occurrence of all conditions as set forth in Section 3.1.

4. TAXES, FEES, AND EXPENSES

4.1 All applicable taxes, including fees and expenses, such as but not limited to the registration fees, documentary stamp taxes and other fees, due in connection with the preparation, execution and delivery of this Deed and the issuance and subscription of the New Shares shall be for the account of the Company. Documentary stamp taxes required to be paid on the issuance of the stock certificates evidencing the New Shares shall be paid promptly by the Company within the period and in such amount required under existing laws.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 The Company represents and warrants to the Subscriber that:
 - a. The Company has the corporate power and authority to execute and deliver this Deed and to perform all the terms and conditions thereof to be performed by it and to consummate the transactions contemplated hereby. The execution and delivery by the Company of this Deed, the performance of the terms and conditions hereof to be performed by it and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary corporate action of the Company. This Deed constitutes, when executed and delivered by the Company, the legal, valid and binding obligation of the Company enforceable against it in accordance with the terms hereof, except as with respect to the enforceability hereof and thereof may be limited by bankruptcy, insolvency or similar laws affecting creditor's rights generally. No other consent, approval, authorization or validation of or filing or registration with any party or governmental agency or body is required in connection with the execution, delivery and performance of this Deed or the legality, validity, enforceability, and binding effect of this Deed;
 - b. Subject only to the approval requirements stated in Section 3 hereof, the New Shares will be duly and validly issued and have been fully paid and once issued, may be freely transferred and shall not be subject to any restrictions or limitations other than those already stated in the Company's Articles of Incorporation.
- 5.2 The Subscriber covenants with and represents and warrants to the Company that this Deed constitutes, when executed and delivered by the



Company, the legal, valid, and binding obligation of the Shareholder enforceable against it in accordance with the terms hereof.

5.3 The above representations and warranties of the Company are true and correct as of the date of this Deed and shall continue to be true and correct until the issuance of the New Shares.

6. BINDING EFFECT

6.1 This Deed shall be binding upon and shall inure to the benefit of the parties and their respective successors, heirs, co-owners, and assigns.

7. ENTIRE AGREEMENT

7.1 Without prejudice to the stipulations of this Deed, this document contains the entire agreement of the parties concerning the subject matter hereof, and shall, as of the date hereof, supersede all previous understandings and deeds, whether oral or written, between the parties on the subject.

8. NO WAIVER

8.1 The failure of either party to this Deed to insist upon the strict performance of any of the terms and conditions hereof shall not be construed as a waiver thereof or of any other terms and conditions of this Deed, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

9. SEPARABILITY

9.1 In the event that any one or more of the provisions of this Deed are declared invalid, illegal, or unenforceable, such provision/s shall be deemed stricken out, and the invalidity, illegality, or unenforceability of those provision/s shall not affect the rest of the Deed, which shall remain in full force and effect.

10. AMENDMENT OR MODIFICATION

10.1 Any amendment or modification of this Deed, or any additional obligation assumed by either party in connection with this deed, shall be binding only if in writing and signed by the parties or by their authorized representatives.

11. VENUE OF ACTIONS

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11.1 All actions or proceedings arising out of or in connection with this Deed shall be brought exclusively before the proper courts of Manila, Metro Manila, Philippines.

12. GOVERNING LAW

12.1 This Deed shall be governed by and construed and implemented for all purposes in accordance with the laws of the Republic of the Philippines.



THE SUBSCRIBER

THE COMPANY
ALCORN GOLD
RESOURCES CORPORATION

TIN: 914-383-469

TIN: 000-432-378-000

Name: LEONARDO B. DAYAO

Name: LEONARDO B. DAYAO

Title: Presiden TIN: 135-546-815

SIGNED IN THE PRESENCE OF

SIGNED IN THE PRESENCE OF



ACKNOWLEDGMENT

REPUBLIC OF THE PI	HILIPPINES)	
MAKATI CITY) S.S.	
BEFORE ME,	on Trypuctors	h their identification documents:
Finippines, personarry a	ippeared the following wit	if their identification documents.
NAME	ID NO.	DATE/PLACE ISSUED
Baby Gerlie I. Sacro	SSS ID No. 33-54247	55-8
Alcorn Gold Resources TIN: 000-432-378-000	Corporation	
By:		
Leonardo B. Dayao	XX4412442	AUGUST 22, 2009 / MANILA

known to me and known to be the same persons who executed the foregoing document and acknowledged that the same is their own free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day, year, and place above written.

Doc. No. 27; Page No. 27; Book No. ____; Series of 2013.

ATTY. LEANDRO E. ABARQUEZ
Commission No. M-591
Notary Public for Maketi City
Until December 31, 2013
21st Ftr. Philamlife Tower,
8767 Paseo De Roxas St., Makati City
Roll No. 58737
TR No. 3174368 / 01-02-2012 / Makati
BP No. 880082 / 01-06-2012 / Makati

Schedule A to Amended and Restated Deed of Assignment in Payment for Subscription

SUBSCRIBER	SUBJECT COMPANY	TOTAL NO. OF SHAREHOLDINGS IN SUBJECT COMPANY	VALUE OF SHARES	VALUE DIVIDED BY SHAREHOLDINGS	NO. OF AGRC SHARES TO BE SWAPPED	RATIO OF AGRC SHARES TO SHARES OF ACQUIRED- COMPANY	ES
Baby Gerlie I. Sacro	118 HOLDINGS, INC.	-	60.00	00.09	4	4.0	Υ.
		-	00.09		4		

KNOW ALL MEN BY THESE PRESENTS:

This Amended and Restated Deed of Assignment in Payment for Subscription (the "Deed") is entered into on 12 40 WL, by and between

118 HOLDINGS, INC., a corporation duly organized and existing under the laws of the Philippines, with registered office address at 900 Romualdez St., Paco, Manila, represented herein by MR. FERDINAND VINCENT P. CO, its duly authorized representative (the "Subscriber");

-and-

ALCORN GOLD RESOURCES CORPORATION., a corporation duly organized and existing under the laws of the Philippines, with registered office address at 900 Romualdez St., Paco, Manila, Philippines, represented herein by MR. LEONARDO B. DAYAO, its duly authorized representative (the "Company" or "AGRC");

RECITALS:

WHEREAS, the Company has an authorized capital stock of Three Billion Pesos (Php3,000,000,000.00) divided into Three Hundred Billion (300,000,000,000) common shares valued at One Centavo (Php0.01) per share;

WHEREAS, the Company's shareholders and board of directors approved an increase in its authorized capital stock to Ten Billion Pesos (Php10,000,000,000.00) divided into Ten Billion (10,000,000,000) common shares and a change in the par value per share to One Peso (Php 1.00) per share ("Amendments");

WHEREAS, out of the total increase in authorized capital stock of the Company of Seven Billion (7,000,000,000) shares, a total of 4,987,406,421 shares will be subscribed and issued to the Subscriber and to other subscribers, subject to certain Closing Conditions ("Swap Shares");

WHEREAS, the Subscriber desires to subscribe to 37,752 Swap Shares ("New Shares") by way of a swap of shares of certain corporations, more particularly described in Schedule A;

WHEREAS, the application for the Amendments will be filed with the Securities and Exchange Commission;

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WHEREAS, the Company will apply for the listing of the Swap Shares with the Philippine Stock Exchange;

WHEREAS, there is a need to amend and restate the Deed of Assignment in Payment for Subscription ("Original Deed") entered into by the Subscriber and the Company on 20 February 2013 to add a Closing Condition for the effectivity of the subscription and the issuance of the New Shares to the Subscriber.

NOW THEREFORE, in consideration of the foregoing, the Deed is amended and restated to read as follows:

1. SUBCSCRIPTION TO NEW SHARES

- 1.1 Subject to the terms and conditions herein, the Subscriber hereby agrees to subscribe, and the Company accepts such subscription, to 37,752 common shares out of the Company's increase in authorized capital stock (the "New Shares") by way of a swap of shares of certain corporations, for the Consideration specified in Section 2 hereof.
- 1.2 The subscription to the New Shares is made and accepted at a premium over prevailing market price at Pesos: Fifteen (Php 15.00) per share.

2. CONSIDERATION

2.1 For and in consideration of the foregoing premises, the Subscriber hereby assigns, transfers, and conveys unto the Company the shares of stock held in the Subject Companies ("Subject Companies") with the following corresponding values as stated in Schedule A, free from all liens and encumbrances, in full payment of their subscription to the New Shares.

3. CLOSING CONDITION AND ISSUANCE OF NEW SHARES

- 3.1 The issuance of the New Shares shall be made immediately upon the occurrence of all of the following conditions, without need of any further consent or action:
 - (a) approval by the Securities and Exchange Commission of the Amendments;
 - (b) approval of the Philippine Stock Exchange ("PSE") of the listing of the Swap Shares; and
 - (b) arrival of the Listing Date Of The Swap Shares, such date to be agreed upon with the the PSE.

For purposes of this Deed, Listing Date Of The Swap Shares shall mean the day that the Swap Shares are listed in, and can commence trading at the PSE.

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3.2 The Company agrees to cause its Corporate Secretary to issue one or more separate stock certificates to the Subscriber, evidencing the number of New Shares subscribed, immediately upon the occurrence of all conditions as set forth in Section 3.1.

4. TAXES, FEES, AND EXPENSES

4.1 All applicable taxes, including fees and expenses, such as but not limited to the registration fees, documentary stamp taxes and other fees, due in connection with the preparation, execution and delivery of this Deed and the issuance and subscription of the New Shares shall be for the account of the Company. Documentary stamp taxes required to be paid on the issuance of the stock certificates evidencing the New Shares shall be paid promptly by the Company within the period and in such amount required under existing laws.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 The Company represents and warrants to the Subscriber that:
 - a. The Company has the corporate power and authority to execute and deliver this Deed and to perform all the terms and conditions thereof to be performed by it and to consummate the transactions contemplated hereby. The execution and delivery by the Company of this Deed, the performance of the terms and conditions hereof to be performed by it and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary corporate action of the Company. This Deed constitutes, when executed and delivered by the Company, the legal, valid and binding obligation of the Company enforceable against it in accordance with the terms hereof, except as with respect to the enforceability hereof and thereof may be limited by bankruptcy, insolvency or similar laws affecting creditor's rights generally. No other consent, approval, authorization or validation of or filing or registration with any party or governmental agency or body is required in connection with the execution, delivery and performance of this Deed or the legality, validity, enforceability, and binding effect of this Deed;
 - b. Subject only to the approval requirements stated in Section 3 hereof, the New Shares will be duly and validly issued and have been fully paid and once issued, may be freely transferred and shall not be subject to any restrictions or limitations other than those already stated in the Company's Articles of Incorporation.
- 5.2 The Subscriber covenants with and represents and warrants to the Company that this Deed constitutes, when executed and delivered by the

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Company, the legal, valid, and binding obligation of the Shareholder enforceable against it in accordance with the terms hereof.

5.3 The above representations and warranties of the Company are true and correct as of the date of this Deed and shall continue to be true and correct until the issuance of the New Shares.

6. BINDING EFFECT

6.1 This Deed shall be binding upon and shall inure to the benefit of the parties and their respective successors, heirs, co-owners, and assigns.

7. ENTIRE AGREEMENT

7.1 Without prejudice to the stipulations of this Deed, this document contains the entire agreement of the parties concerning the subject matter hereof, and shall, as of the date hereof, supersede all previous understandings and deeds, whether oral or written, between the parties on the subject.

8. NO WAIVER

8.1 The failure of either party to this Deed to insist upon the strict performance of any of the terms and conditions hereof shall not be construed as a waiver thereof or of any other terms and conditions of this Deed, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

9. SEPARABILITY

9.1 In the event that any one or more of the provisions of this Deed are declared invalid, illegal, or unenforceable, such provision/s shall be deemed stricken out, and the invalidity, illegality, or unenforceability of those provision/s shall not affect the rest of the Deed, which shall remain in full force and effect.

10. AMENDMENT OR MODIFICATION

10.1 Any amendment or modification of this Deed, or any additional obligation assumed by either party in connection with this deed, shall be binding only if in writing and signed by the parties or by their authorized representatives.

11. VENUE OF ACTIONS

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11.1 All actions or proceedings arising out of or in connection with this Deed shall be brought exclusively before the proper courts of Manila, Metro Manila, Philippines.

12. GOVERNING LAW

12.1 This Deed shall be governed by and construed and implemented for all purposes in accordance with the laws of the Republic of the Philippines.





written, sign these presents on the date above THE COMPANY THE SUBSCRIBER 118 HOLDINGS, INC. ALCORN GOLD RESOURCES CORPORATION TIN: 007-177-984 TIN: 000-432-378-000 By: Name: FERDINAND VINCENT PCO Name: LEON Title: President Title: Chairman TIN: 208-381-18 TIN: 135-546-815 SIGNED IN THE PRESENCE OF SIGNED IN THE PRE

IN WITNESS WHEREOF, the parties have caused their respective representatives to

ACKNOWLEDGMENT

REPUBLIC OF THE PHIL		
MAKATI CITY) S.S.	
BEFORE ME, or	12 Monic 25	in MARICAN,
Philippines, personally app	eared the following	with their identification documents:
NAME	PASSPORT NO.	DATE/PLACE ISSUED
118 Holdings, Inc.		
TIN: 007-177-984		
Ferdinand Vincent P. Co	EB1320643	NOVEMBER 8, 2010 / MANILA
Alcorn Gold Resources Co	rporation	
TIN: 000-432-378-000		
By:		
Leonardo B. Dayao	XX4412442	AUGUST 22, 2009 / MANILA

known to me and known to be the same persons who executed the foregoing document and acknowledged that the same is their own free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day, year, and place above written.

Doc. No. 123; Page No. 24; Book No. 1; Series of 2013.

ATTY. LEANDRO E. ABARQUEZ
Commission No. M-591
Notary Public for Maketi City
Until December 31, 2013
21 Fir. Philamlife Tower,
5767 Paseo De Roxes St., Maketi City
Roll No. 58737
PTR No. 3174368 / 01-02-2012 / Maketi
IBP No. 880082 / 01-08-2012 / Maketi

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Schedule A to Amended and Restated Deed of Assignment in Payment for Subscription

SUBSCRIBER	SUBJECT COMPANY	TOTAL NO. OF SHAREHOLDINGS IN SUBJECT COMPANY	VALUE OF SHARES	VALUE DIVIDED BY SHAREHOLDINGS	NO. OF AGRC SHARES TO BE SWAPPED	RATIO OF AGRC SHARES TO SHARES OF ACQUIRED- COMPANY	ES
118 Holdings, Inc.	S.V.F. Corporation	2,034	566,280.00	278.41	37,752	18.6	7
		2.034	566,280.00		37,752		

KNOW ALL MEN BY THESE PRESENTS:

This Amended and Restated Deed of Assignment in Payment for Subscription (the "Deed") is entered into on 12 Arm by and between

INVESCO COMPANY, INC., a corporation duly organized and existing under the laws of the Philippines, with registered office address at 900 Romualdez St., Paco, Manila, represented herein by MR. FERDINAND VINCENT P. CO, its duly authorized representative (the "Subscriber");

-and-

ALCORN GOLD RESOURCES CORPORATION., a corporation duly organized and existing under the laws of the Philippines, with registered office address at 900 Romualdez St., Paco, Manila, Philippines, represented herein by MR. LEONARDO B. DAYAO, its duly authorized representative (the "Company" or "AGRC");

RECITALS:

WHEREAS, the Company has an authorized capital stock of Three Billion Pesos (Php3,000,000,000,000) divided into Three Hundred Billion (300,000,000,000) common shares valued at One Centavo (Php0.01) per share;

WHEREAS, the Company's shareholders and board of directors approved an increase in its authorized capital stock to Ten Billion Pesos (Php10,000,000,000.00) divided into Ten Billion (10,000,000,000) common shares and a change in the par value per share to One Peso (Php 1.00) per share ("Amendments");

WHEREAS, out of the total increase in authorized capital stock of the Company of Seven Billion (7,000,000,000) shares, a total of 4,987,406,421 shares will be subscribed and issued to the Subscriber and to other subscribers, subject to certain Closing Conditions ("Swap Shares");

WHEREAS, the Subscriber desires to subscribe to 18,722,132 Swap Shares ("New Shares") by way of a swap of shares of certain corporations, more particularly described in Schedule A;

WHEREAS, the application for the Amendments will be filed with the Securities and Exchange Commission;

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WHEREAS, the Company will apply for the listing of the Swap Shares with the Philippine Stock Exchange;

WHEREAS, there is a need to amend and restate the Deed of Assignment in Payment for Subscription ("Original Deed") entered into by the Subscriber and the Company on 20 February 2013 to add a Closing Condition for the effectivity of the subscription and the issuance of the New Shares to the Subscriber.

NOW THEREFORE, in consideration of the foregoing, the Deed is amended and restated to read as follows:

1. SUBCSCRIPTION TO NEW SHARES

- 1.1 Subject to the terms and conditions herein, the Subscriber hereby agrees to subscribe, and the Company accepts such subscription, to 18,722,132 common shares out of the Company's increase in authorized capital stock (the "New Shares") by way of a swap of shares of certain corporations, for the Consideration specified in Section 2 hereof.
- 1.2 The subscription to the New Shares is made and accepted at a premium over prevailing market price at Pesos: Fifteen (Php 15.00) per share.

2. CONSIDERATION

2.1 For and in consideration of the foregoing premises, the Subscriber hereby assigns, transfers, and conveys unto the Company the shares of stock held in the Subject Companies ("Subject Companies") with the following corresponding values as stated in Schedule A, free from all liens and encumbrances, in full payment of their subscription to the New Shares.

3. CLOSING CONDITION AND ISSUANCE OF NEW SHARES

- 3.1 The issuance of the New Shares shall be made immediately upon the occurrence of all of the following conditions, without need of any further consent or action:
 - (a) approval by the Securities and Exchange Commission of the Amendments;
 - (b) approval of the Philippine Stock Exchange ("PSE") of the listing of the Swap Shares; and
 - (b) arrival of the Listing Date Of The Swap Shares, such date to be agreed upon with the the PSE.

For purposes of this Deed, Listing Date Of The Swap Shares shall mean the day that the Swap Shares are listed in, and can commence trading at the PSE.

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3.2 The Company agrees to cause its Corporate Secretary to issue one or more separate stock certificates to the Subscriber, evidencing the number of New Shares subscribed, immediately upon the occurrence of all conditions as set forth in Section 3.1.

4. TAXES, FEES, AND EXPENSES

4.1 All applicable taxes, including fees and expenses, such as but not limited to the registration fees, documentary stamp taxes and other fees, due in connection with the preparation, execution and delivery of this Deed and the issuance and subscription of the New Shares shall be for the account of the Company. Documentary stamp taxes required to be paid on the issuance of the stock certificates evidencing the New Shares shall be paid promptly by the Company within the period and in such amount required under existing laws.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 The Company represents and warrants to the Subscriber that:
 - a. The Company has the corporate power and authority to execute and deliver this Deed and to perform all the terms and conditions thereof to be performed by it and to consummate the transactions contemplated hereby. The execution and delivery by the Company of this Deed, the performance of the terms and conditions hereof to be performed by it and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary corporate action of the Company. This Deed constitutes, when executed and delivered by the Company, the legal, valid and binding obligation of the Company enforceable against it in accordance with the terms hereof, except as with respect to the enforceability hereof and thereof may be limited by bankruptcy, insolvency or similar laws affecting creditor's rights generally. No other consent, approval, authorization or validation of or filing or registration with any party or governmental agency or body is required in connection with the execution, delivery and performance of this Deed or the legality, validity, enforceability, and binding effect of this Deed;
 - b. Subject only to the approval requirements stated in Section 3 hereof, the New Shares will be duly and validly issued and have been fully paid and once issued, may be freely transferred and shall not be subject to any restrictions or limitations other than those already stated in the Company's Articles of Incorporation.
- 5.2 The Subscriber covenants with and represents and warrants to the Company that this Deed constitutes, when executed and delivered by the

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Company, the legal, valid, and binding obligation of the Shareholder enforceable against it in accordance with the terms hereof.

5.3 The above representations and warranties of the Company are true and correct as of the date of this Deed and shall continue to be true and correct until the issuance of the New Shares.

6. BINDING EFFECT

6.1 This Deed shall be binding upon and shall inure to the benefit of the parties and their respective successors, heirs, co-owners, and assigns.

7. ENTIRE AGREEMENT

7.1 Without prejudice to the stipulations of this Deed, this document contains the entire agreement of the parties concerning the subject matter hereof, and shall, as of the date hereof, supersede all previous understandings and deeds, whether oral or written, between the parties on the subject.

8. NO WAIVER

8.1 The failure of either party to this Deed to insist upon the strict performance of any of the terms and conditions hereof shall not be construed as a waiver thereof or of any other terms and conditions of this Deed, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

9. SEPARABILITY

9.1 In the event that any one or more of the provisions of this Deed are declared invalid, illegal, or unenforceable, such provision/s shall be deemed stricken out, and the invalidity, illegality, or unenforceability of those provision/s shall not affect the rest of the Deed, which shall remain in full force and effect.

10. AMENDMENT OR MODIFICATION

10.1 Any amendment or modification of this Deed, or any additional obligation assumed by either party in connection with this deed, shall be binding only if in writing and signed by the parties or by their authorized representatives.

11. VENUE OF ACTIONS

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11.1 All actions or proceedings arising out of or in connection with this Deed shall be brought exclusively before the proper courts of Manila, Metro Manila, Philippines.

12. GOVERNING LAW

12.1 This Deed shall be governed by and construed and implemented for all purposes in accordance with the laws of the Republic of the Philippines.

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IN WITNESS WHEREOF, the parties have caused their respective representatives to written, date above the on presents these sign THE COMPANY THE SUBSCRIBER ALCORN GOLD INVESCO COMPANY, INC. RESOURCES CORPORATION TIN: 000-432-378-000 TIN: 256-158-506-000 By: Name: FERDINAND VINCENT P. CO Title: Presiden Title: Chairman TIN: 208-38 - 18 TIN: 135-546-815 SIGNED IN THE PRESENCE OF SIGNED IN TH

ACKNOWLEDGMENT

REPUBLIC OF THE PHIL	LIPPINES)	
MAKATI CITY) S.S.	
DEFORE ME	12 mm 2	in manual,
Philippines, personally app	peared the following	with their identification documents:
NAME	PASSPORT NO.	DATE/PLACE ISSUED
Invesco Company, Inc. TIN: 256-153-506-000		
Ferdinand Vincent P. Co	EB1320643	NOVEMBER 8, 2010 / MANILA
Alcorn Gold Resources Co TIN: 000-432-378-000	orporation	
By: Leonardo B. Dayao	XX4412442	AUGUST 22, 2009 / MANILA

known to me and known to be the same persons who executed the foregoing document and acknowledged that the same is their own free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day, year, and place above written.

Doc. No. 124; Page No. 26; Book No. 1; Series of 2013.

ATTY. LEANDRO E. ABARQUEZ
Commission No. M-591
Notary Public for Makati City
Until December 31, 2013
21st Fir. Philamlife Tower,
8767 Paseo De Roxas St., Makati City
Roll No. 58737
PTR No. 3174368 / 01-02-2012 / Makati
IBP No. 880082 / 01-06-2012 / Makati

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Schedule A to Amended and Restated Deed of Assignment in Payment for Subscription

SUBSCRIBER	SUBJECT COMPANY	TOTAL NO. OF SHAREHOLDINGS IN SUBJECT COMPANY	VALUE OF SHARES	VALUE DIVIDED BY SHAREHOLDINGS	NO. OF AGRC SHARES TO BE SWAPPED	RATIO OF AGRC SHARES TO SHARES OF ACQUIRED- COMPANY	SES
Invesco Company, Inc.	PREMIER WINE & SPIRITS, INC.	159,995	280,831,965.00	1,755.25	18,722,131	117.0	77
		159.995	280,831,965.00		18.722,131		

KNOW ALL MEN BY THESE PRESENTS:

This Second Amended and Restated Deed of Assignment in Payment for Subscription (the "Deed") is entered into on _____APR 1 6 2013_____, by and between

SPC RESOURCES, INC., a corporation duly organized and existing under the laws of the Philippines, with registered office address at 900 Romualdez St., Paco, Manila, Philippines, represented herein by MR. FERDINAND VINCENT P. CO, its duly authorized representative (the "Subscriber")

-and-

ALCORN GOLD RESOURCES CORPORATION., a corporation duly organized and existing under the laws of the Philippines, with registered office address at 900 Romualdez St., Paco, Manila, Philippines, represented herein by MR. LEONARDO B. DAYAO, its duly authorized representative (the "Company" or "AGRC");

RECITALS:

WHEREAS, the Company has an authorized capital stock of Three Billion Pesos (Php3,000,000,000.00) divided into Three Hundred Billion (300,000,000,000) common shares valued at One Centavo (Php0.01) per share;

WHEREAS, the Company's shareholders and board of directors approved an increase in its authorized capital stock to Ten Billion Pesos (Php10,000,000,000.00) divided into Ten Billion (10,000,000,000) common shares and a change in the par value per share to One Peso (Php 1.00) per share ("Amendments");

WHEREAS, out of the total increase in authorized capital stock of the Company of Seven Billion (7,000,000,000) shares, a total of 4,987,406,421 shares will be subscribed and issued to the Subscriber and to other subscribers, subject to certain Closing Conditions ("Swap Shares");

WHEREAS, the Subscriber desires to subscribe to 58,500,000 ("New Shares") by way of a swap of shares of certain corporations, more particularly described in Schedule A;

WHEREAS, the application for the Amendments will be filed with the Securities and Exchange Commission;

WHEREAS, the Company will apply for the listing of the Swap Shares with the Philippine Stock Exchange;

WHEREAS, there is a need to further revise the Amended and Restated Deed of Assignment In Payment of Subscription entered into by the Subscriber and the Company on 12 April 2013 to correct the error in the number of shares owned by Subscriber in Nation Realty, Inc. and the number of New Shares to be subscribed by the Subscriber in exchange for its shares in Nation Realty, Inc.;

NOW THEREFORE, in consideration of the foregoing, the Deed is amended and restated to read as follows:

1. SUBCSCRIPTION TO NEW SHARES

- 1.1 Subject to the terms and conditions herein, the Subscriber hereby agrees to subscribe, and the Company accepts such subscription, to 58,500,000 common shares out of the Company's increase in authorized capital stock (the "New Shares") by way of a swap of shares of certain corporations, for the Consideration specified in Section 2 hereof.
- 1.2 The subscription to the New Shares is made and accepted at a premium over prevailing market price at Pesos: Fifteen (Php 15.00) per share.

2. CONSIDERATION

2.1 For and in consideration of the foregoing premises, the Subscriber hereby assigns, transfers, and conveys unto the Company the shares of stock held in the Subject Companies ("Subject Companies") with the following corresponding values as stated in Schedule A, free from all liens and encumbrances, in full payment of their subscription to the New Shares.

3. CLOSING CONDITION AND ISSUANCE OF NEW SHARES

- 3.1 The issuance of the New Shares shall be made immediately upon the occurrence of all of the following conditions, without need of any further consent or action:
 - (a) approval by the Securities and Exchange Commission of the Amendments:
 - (b) approval of the Philippine Stock Exchange ("PSE") of the listing of the Swap Shares; and
 - (b) arrival of the Listing Date Of The Swap Shares, such date to be agreed upon with the the PSE.

For purposes of this Deed, Listing Date Of The Swap Shares shall mean the day that the Swap Shares are listed in, and can commence trading at the PSE.

3.2 The Company agrees to cause its Corporate Secretary to issue one or more separate stock certificates to the Subscriber, evidencing the number of New Shares subscribed, immediately upon the occurrence of all conditions as set forth in Section 3.1.

4. TAXES, FEES, AND EXPENSES

4.1 All applicable taxes, including fees and expenses, such as but not limited to the registration fees, documentary stamp taxes and other fees, due in connection with the preparation, execution and delivery of this Deed and the issuance and subscription of the New Shares shall be for the account of the Company. Documentary stamp taxes required to be paid on the issuance of the stock certificates evidencing the New Shares shall be paid promptly by the Company within the period and in such amount required under existing laws.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 The Company represents and warrants to the Subscriber that:
 - a. The Company has the corporate power and authority to execute and deliver this Deed and to perform all the terms and conditions thereof to be performed by it and to consummate the transactions contemplated hereby. The execution and delivery by the Company of this Deed, the performance of the terms and conditions hereof to be performed by it and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary corporate action of the Company. This Deed constitutes, when executed and delivered by the Company, the legal, valid and binding obligation of the Company enforceable against it in accordance with the terms hereof, except as with respect to the enforceability hereof and thereof may be limited by bankruptcy, insolvency or similar laws affecting creditor's rights generally. No other consent, approval, authorization or validation of or filing or registration with any party or governmental agency or body is required in connection with the execution, delivery and performance of this Deed or the legality, validity, enforceability, and binding effect of this Deed;
 - b. Subject only to the approval requirements stated in Section 3 hereof, the New Shares will be duly and validly issued and have been fully paid and once issued, may be freely transferred and shall not be

subject to any restrictions or limitations other than those already stated in the Company's Articles of Incorporation.

- 5.2 The Subscriber covenants with and represents and warrants to the Company that this Deed constitutes, when executed and delivered by the Company, the legal, valid, and binding obligation of the Shareholder enforceable against it in accordance with the terms hereof.
- 5.3 The above representations and warranties of the Company are true and correct as of the date of this Deed and shall continue to be true and correct until the issuance of the New Shares.

6. BINDING EFFECT

6.1 This Deed shall be binding upon and shall inure to the benefit of the parties and their respective successors, heirs, co-owners, and assigns.

7. ENTIRE AGREEMENT

7.1 Without prejudice to the stipulations of this Deed, this document contains the entire agreement of the parties concerning the subject matter hereof, and shall, as of the date hereof, supersede all previous understandings and deeds, whether oral or written, between the parties on the subject.

8. NO WAIVER

8.1 The failure of either party to this Deed to insist upon the strict performance of any of the terms and conditions hereof shall not be construed as a waiver thereof or of any other terms and conditions of this Deed, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

9. SEPARABILITY

9.1 In the event that any one or more of the provisions of this Deed are declared invalid, illegal, or unenforceable, such provision/s shall be deemed stricken out, and the invalidity, illegality, or unenforceability of those provision/s shall not affect the rest of the Deed, which shall remain in full force and effect.

10. AMENDMENT OR MODIFICATION

10.1 Any amendment or modification of this Deed, or any additional obligation assumed by either party in connection with this deed, shall be binding

only if in writing and signed by the parties or by their authorized representatives.

11. VENUE OF ACTIONS

11.1 All actions or proceedings arising out of or in connection with this Deed shall be brought exclusively before the proper courts of City of Manila, Philippines.

12. GOVERNING LAW

12.1 This Deed shall be governed by and construed and implemented for all purposes in accordance with the laws of the Republic of the Philippines.

IN WITNESS WHEREOF the parties have caused their respective representatives to written, date above on the presen s these sign MAKATI CITY THE COMPANY THE SUBSCRIBER ALCORN GOLD SPC RESOURCES, INC. RESOURCES CORPORATION TIN: 000-432-378-900 TIN: 007-521-28 By: By: Name: FERDINAND VINCENT P. CO. Title: President Title: Chairman TIN: 135-546-815 TIN: 208-381-185 SIGNED IN THE PRESENCE OF SIGNED IN THE PRESENCE OF

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPP MAKATI CITY	INES)) S.S.		
BEFORE ME, on _ Philippines, personally appeare	APR 16 ed the following v	2013 , in MAKATI, with their identification documents:	CITY
NAME PA SPC Resources, Inc. TIN: 007-521-280	ASSPORT NO.	DATE/PLACE ISSUED	
Ferdinand Vincent P. Co EL	31320643	NOVEMBER 8, 2010 / MANILA	
Alcorn Gold Resources Corpor TIN: 000-432-378-000	ration		
By: Leonardo B. Dayao	XX4412442	AUGUST 22, 2009 / MANILA	
known to me and known to document and acknowledged deed.	be the same p	ersons who executed the foregoing their own free and voluntary act and	
IN WITNESS WHEREOF, I h the day, year, and place above		my hand and affixed my notarial seal,	
Doc. No146; Page No0≥1; Book No±; Series of 2013.		ATTY. BEATRICE EUSEBIA P. ROQU Commission No. M-207 Notary Public for Makati City Until December 31,2014 21° Fir. Philamlife Tower 8767 Paseo De Roxas, Makati City Roll No. 61282 PTR No. 3672976 - 01-03-2013 / Makati IBP No. 908394 - 01-03-2013 / Makati	ข

SECOND AMENDED AND RESTATED DEED OF ASSIGNMENT IN PAYMENT FOR SUBSCRIPTION

HARES OF
RATIO OF ALCORN SHARES TO SHARES OF ACQUIRED-COMPANY
No of ALCORN Shares
Value divided by
VALUE
Total No. of Shareholdings

SPC Resources, Inc.

NATION REALTY, INC.

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32.2	
58,500,000	58.500.000
483.35	
877,500,000.00	877,500,000.00
1,815,464	1,815,464

KNOW ALL MEN BY THESE PRESENTS:

This Amended and Restated Deed of Assignment in Payment for Subscription (the "Deed") is entered into on 11 kgm., by and between

SPC RESOURCES INC., a corporation duly organized and existing under the laws of the Philippines, with registered office address at 900 Romualdez St., Paco, Manila, represented herein by MR. FERDINAND VINCENT P. CO, its duly authorized representative (the "Subscriber");

-and-

ALCORN GOLD RESOURCES CORPORATION., a corporation duly organized and existing under the laws of the Philippines, with registered office address at 900 Romualdez St., Paco, Manila, Philippines, represented herein by MR. LEONARDO B. DAYAO, its duly authorized representative (the "Company" or "AGRC");

RECITALS:

WHEREAS, the Company has an authorized capital stock of Three Billion Pesos (Php3,000,000,000.00) divided into Three Hundred Billion (300,000,000,000) common shares valued at One Centavo (Php0.01) per share;

WHEREAS, the Company's shareholders and board of directors approved an increase in its authorized capital stock to Ten Billion Pesos (Php10,000,000,000.00) divided into Ten Billion (10,000,000,000) common shares and a change in the par value per share to One Peso (Php 1.00) per share ("Amendments");

WHEREAS, out of the total increase in authorized capital stock of the Company of Seven Billion (7,000,000,000) shares, a total of 4,987,406,421 shares will be subscribed and issued to the Subscriber and to other subscribers, subject to certain Closing Conditions ("Swap Shares");

WHEREAS, the Subscriber desires to subscribe to 786,503 Swap Shares ("New Shares") by way of a swap of shares of certain corporations, more particularly described in Schedule A;

WHEREAS, the application for the Amendments will be filed with the Securities and Exchange Commission;

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WHEREAS, the Company will apply for the listing of the Swap Shares with the Philippine Stock Exchange;

WHEREAS, there is a need to amend and restate the Deed of Assignment in Payment for Subscription ("Original Deed") entered into by the Subscriber and the Company on 20 February 2013 to add a Closing Condition for the effectivity of the subscription and the issuance of the New Shares to the Subscriber.

NOW THEREFORE, in consideration of the foregoing, the Deed is amended and restated to read as follows:

1. SUBCSCRIPTION TO NEW SHARES

- 1.1 Subject to the terms and conditions herein, the Subscriber hereby agrees to subscribe, and the Company accepts such subscription, to 786,503 common shares out of the Company's increase in authorized capital stock (the "New Shares") by way of a swap of shares of certain corporations, for the Consideration specified in Section 2 hereof.
- 1.2 The subscription to the New Shares is made and accepted at a premium over prevailing market price at Pesos: Fifteen (Php 15.00) per share.

2. CONSIDERATION

2.1 For and in consideration of the foregoing premises, the Subscriber hereby assigns, transfers, and conveys unto the Company the shares of stock held in the Subject Companies ("Subject Companies") with the following corresponding values as stated in Schedule A, free from all liens and encumbrances, in full payment of their subscription to the New Shares.

3. CLOSING CONDITION AND ISSUANCE OF NEW SHARES

- 3.1 The issuance of the New Shares shall be made immediately upon the occurrence of all of the following conditions, without need of any further consent or action:
 - (a) approval by the Securities and Exchange Commission of the Amendments;
 - (b) approval of the Philippine Stock Exchange ("PSE") of the listing of the Swap Shares; and
 - (b) arrival of the Listing Date Of The Swap Shares, such date to be agreed upon with the the PSE.

For purposes of this Deed, Listing Date Of The Swap Shares shall mean the day that the Swap Shares are listed in, and can commence trading at the PSE.

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3.2 The Company agrees to cause its Corporate Secretary to issue one or more separate stock certificates to the Subscriber, evidencing the number of New Shares subscribed, immediately upon the occurrence of all conditions as set forth in Section 3.1.

4. TAXES, FEES, AND EXPENSES

4.1 All applicable taxes, including fees and expenses, such as but not limited to the registration fees, documentary stamp taxes and other fees, due in connection with the preparation, execution and delivery of this Deed and the issuance and subscription of the New Shares shall be for the account of the Company. Documentary stamp taxes required to be paid on the issuance of the stock certificates evidencing the New Shares shall be paid promptly by the Company within the period and in such amount required under existing laws.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 The Company represents and warrants to the Subscriber that:
 - a. The Company has the corporate power and authority to execute and deliver this Deed and to perform all the terms and conditions thereof to be performed by it and to consummate the transactions contemplated hereby. The execution and delivery by the Company of this Deed, the performance of the terms and conditions hereof to be performed by it and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary corporate action of the Company. This Deed constitutes, when executed and delivered by the Company, the legal, valid and binding obligation of the Company enforceable against it in accordance with the terms hereof, except as with respect to the enforceability hereof and thereof may be limited by bankruptcy, insolvency or similar laws affecting creditor's rights generally. No other consent, approval, authorization or validation of or filing or registration with any party or governmental agency or body is required in connection with the execution, delivery and performance of this Deed or the legality, validity, enforceability, and binding effect of this Deed;
 - b. Subject only to the approval requirements stated in Section 3 hereof, the New Shares will be duly and validly issued and have been fully paid and once issued, may be freely transferred and shall not be subject to any restrictions or limitations other than those already stated in the Company's Articles of Incorporation.
- 5.2 The Subscriber covenants with and represents and warrants to the Company that this Deed constitutes, when executed and delivered by the

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Company, the legal, valid, and binding obligation of the Shareholder enforceable against it in accordance with the terms hereof.

5.3 The above representations and warranties of the Company are true and correct as of the date of this Deed and shall continue to be true and correct until the issuance of the New Shares.

6. BINDING EFFECT

6.1 This Deed shall be binding upon and shall inure to the benefit of the parties and their respective successors, heirs, co-owners, and assigns.

7. ENTIRE AGREEMENT

7.1 Without prejudice to the stipulations of this Deed, this document contains the entire agreement of the parties concerning the subject matter hereof, and shall, as of the date hereof, supersede all previous understandings and deeds, whether oral or written, between the parties on the subject.

8. NO WAIVER

8.1 The failure of either party to this Deed to insist upon the strict performance of any of the terms and conditions hereof shall not be construed as a waiver thereof or of any other terms and conditions of this Deed, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

9. SEPARABILITY

9.1 In the event that any one or more of the provisions of this Deed are declared invalid, illegal, or unenforceable, such provision/s shall be deemed stricken out, and the invalidity, illegality, or unenforceability of those provision/s shall not affect the rest of the Deed, which shall remain in full force and effect.

10. AMENDMENT OR MODIFICATION

10.1 Any amendment or modification of this Deed, or any additional obligation assumed by either party in connection with this deed, shall be binding only if in writing and signed by the parties or by their authorized representatives.

11. VENUE OF ACTIONS

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11.1 All actions or proceedings arising out of or in connection with this Deed shall be brought exclusively before the proper courts of Manila, Metro Manila, Philippines.

12. GOVERNING LAW

12.1 This Deed shall be governed by and construed and implemented for all purposes in accordance with the laws of the Republic of the Philippines.





IN WITNESS WHEREOF, the parties have caused their respective representatives to above on the date presents sign these THE COMPANY THE SUBSCRIBER ALCORN GOLD SPC RESOURCES, INC. RESOURCES CORPORATION TIN: 000-432-378-000 TIN: 007 Name: FERDINAND VINCENT P.CO Title: Chairman DOB. DAYAO TIN: 208-381-V85 Title: Presider TIN: 135-546-SIGNED IN THE PR SIGNED IN THE PRESENCE OF

ACKNOWLEDGMENT

REPUBLIC OF THE PHIL			
MAKATI CITY) S.S.		
BEFORE ME, o Philippines, personally app	n 12 mm v beared the following	with their identifica	tion documents:
NAME SPC Resources, Inc. TIN: 007-521-280	PASSPORT NO.	DATÉ/P	LACE ISSUED
Ferdinand Vincent P. Co	EB1320643	NOVEMBER 8,	2010 / MANILA
Alcorn Gold Resources Co	progration		

TIN: 000-432-378-000

By:

Leonardo B. Dayao

XX4412442

AUGUST 22, 2009 / MANILA

known to me and known to be the same persons who executed the foregoing document and acknowledged that the same is their own free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day, year, and place above written.

Doc. No. 25 Page No. 26

Book No. Series of 2013.

ATTY. LEANDRO E. ABARQUEZ
Commission No. M-591
Notary Public for Maketi City

Notary Public for Makati City Until December 31, 2013 21st Fir. Philamlife Tower,

8767 Paseo De Roxas St., Makati City Roll No. 58737

TR No. 3174368 / 01-02-2012 / Makati BP No. 880082 / 01-06-2012 / Makati.

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Schedule A to Amended and Restated Deed of Assignment in Payment for Subscription

SUBSCRIBER	SUBJECT COMPANY	TOTAL NO. OF SHAREHOLDINGS IN SUBJECT COMPANY	VALUE OF SHARES	VALUE DIVIDED BY SHAREHOLDINGS	NO. OF AGRC SHARES TO BE SWAPPED	RATIO OF AGRC SHARES TO SHARES OF ACQUIRED- COMPANY	SES
SPC Resources, Inc.	NATION REALTY, INC.	24,408	11,797,545.00	483.35	786,503	32.2	77
		24.408	11.797.545.00		786,503		

KNOW ALL MEN BY THESE PRESENTS:

This Amended and Restated Deed of Assignment in Payment for Subscription (the "Deed") is entered into on 12 100, by and between

VFC LAND RESOURCES, INC., a corporation duly organized and existing under the laws of the Philippines, with registered office address at No. 1379 San Gregorio St., Paco, Manila, represented herein by MR. FERDINAND VINCENT P. CO, its duly authorized representative (the "Subscriber");

-and-

ALCORN GOLD RESOURCES CORPORATION., a corporation duly organized and existing under the laws of the Philippines, with registered office address at 900 Romualdez St., Paco, Manila, Philippines, represented herein by MR. LEONARDO B. DAYAO, its duly authorized representative (the "Company" or "AGRC");

RECITALS:

WHEREAS, the Company has an authorized capital stock of Three Billion Pesos (Php3,000,000,000.00) divided into Three Hundred Billion (300,000,000,000) common shares valued at One Centavo (Php0.01) per share;

WHEREAS, the Company's shareholders and board of directors approved an increase in its authorized capital stock to Ten Billion Pesos (Php10,000,000,000.00) divided into Ten Billion (10,000,000,000) common shares and a change in the par value per share to One Peso (Php 1.00) per share ("Amendments");

WHEREAS, out of the total increase in authorized capital stock of the Company of Seven Billion (7,000,000,000) shares, a total of 4,987,406,421 shares will be subscribed and issued to the Subscriber and to other subscribers, subject to certain Closing Conditions ("Swap Shares");

WHEREAS, the Subscriber desires to subscribe to 30,083,432 Swap Shares ("New Shares") by way of a swap of shares of certain corporations, more particularly described in Schedule A;

WHEREAS, the application for the Amendments will be filed with the Securities and Exchange Commission;

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WHEREAS, the Company will apply for the listing of the Swap Shares with the Philippine Stock Exchange;

WHEREAS, there is a need to amend and restate the Deed of Assignment in Payment for Subscription ("Original Deed") entered into by the Subscriber and the Company on 20 February 2013 to add a Closing Condition for the effectivity of the subscription and the issuance of the New Shares to the Subscriber.

NOW THEREFORE, in consideration of the foregoing, the Deed is amended and restated to read as follows:

1. SUBCSCRIPTION TO NEW SHARES

- Subject to the terms and conditions herein, the Subscriber hereby agrees to subscribe, and the Company accepts such subscription, to 30,083,432 common shares out of the Company's increase in authorized capital stock (the "New Shares") by way of a swap of shares of certain corporations, for the Consideration specified in Section 2 hereof.
- 1.2 The subscription to the New Shares is made and accepted at a premium over prevailing market price at Pesos: Fifteen (Php 15.00) per share.

2. CONSIDERATION

2.1 For and in consideration of the foregoing premises, the Subscriber hereby assigns, transfers, and conveys unto the Company the shares of stock held in the Subject Companies ("Subject Companies") with the following corresponding values as stated in Schedule A, free from all liens and encumbrances, in full payment of their subscription to the New Shares.

3. CLOSING CONDITION AND ISSUANCE OF NEW SHARES

- 3.1 The issuance of the New Shares shall be made immediately upon the occurrence of all of the following conditions, without need of any further consent or action:
 - (a) approval by the Securities and Exchange Commission of the Amendments;
 - (b) approval of the Philippine Stock Exchange ("PSE") of the listing of the Swap Shares; and
 - (b) arrival of the Listing Date Of The Swap Shares, such date to be agreed upon with the the PSE.

For purposes of this Deed, Listing Date Of The Swap Shares shall mean the day that the Swap Shares are listed in, and can commence trading at the PSE.

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3.2 The Company agrees to cause its Corporate Secretary to issue one or more separate stock certificates to the Subscriber, evidencing the number of New Shares subscribed, immediately upon the occurrence of all conditions as set forth in Section 3.1.

4. TAXES, FEES, AND EXPENSES

4.1 All applicable taxes, including fees and expenses, such as but not limited to the registration fees, documentary stamp taxes and other fees, due in connection with the preparation, execution and delivery of this Deed and the issuance and subscription of the New Shares shall be for the account of the Company. Documentary stamp taxes required to be paid on the issuance of the stock certificates evidencing the New Shares shall be paid promptly by the Company within the period and in such amount required under existing laws.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 The Company represents and warrants to the Subscriber that:
 - a. The Company has the corporate power and authority to execute and deliver this Deed and to perform all the terms and conditions thereof to be performed by it and to consummate the transactions contemplated hereby. The execution and delivery by the Company of this Deed, the performance of the terms and conditions hereof to be performed by it and the consummation of the transactions contemplated hereby have been duly authorized and approved by all necessary corporate action of the Company. This Deed constitutes, when executed and delivered by the Company, the legal, valid and binding obligation of the Company enforceable against it in accordance with the terms hereof, except as with respect to the enforceability hereof and thereof may be limited by bankruptcy, insolvency or similar laws affecting creditor's rights generally. No other consent, approval, authorization or validation of or filing or registration with any party or governmental agency or body is required in connection with the execution, delivery and performance of this Deed or the legality, validity, enforceability, and binding effect of this Deed;
 - b. Subject only to the approval requirements stated in Section 3 hereof, the New Shares will be duly and validly issued and have been fully paid and once issued, may be freely transferred and shall not be subject to any restrictions or limitations other than those already stated in the Company's Articles of Incorporation.
- 5.2 The Subscriber covenants with and represents and warrants to the Company that this Deed constitutes, when executed and delivered by the



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Company, the legal, valid, and binding obligation of the Shareholder enforceable against it in accordance with the terms hereof.

5.3 The above representations and warranties of the Company are true and correct as of the date of this Deed and shall continue to be true and correct until the issuance of the New Shares.

6. BINDING EFFECT

6.1 This Deed shall be binding upon and shall inure to the benefit of the parties and their respective successors, heirs, co-owners, and assigns.

7. ENTIRE AGREEMENT

7.1 Without prejudice to the stipulations of this Deed, this document contains the entire agreement of the parties concerning the subject matter hereof, and shall, as of the date hereof, supersede all previous understandings and deeds, whether oral or written, between the parties on the subject.

8. NO WAIVER

8.1 The failure of either party to this Deed to insist upon the strict performance of any of the terms and conditions hereof shall not be construed as a waiver thereof or of any other terms and conditions of this Deed, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

9. SEPARABILITY

9.1 In the event that any one or more of the provisions of this Deed are declared invalid, illegal, or unenforceable, such provision/s shall be deemed stricken out, and the invalidity, illegality, or unenforceability of those provision/s shall not affect the rest of the Deed, which shall remain in full force and effect.

10. AMENDMENT OR MODIFICATION

10.1 Any amendment or modification of this Deed, or any additional obligation assumed by either party in connection with this deed, shall be binding only if in writing and signed by the parties or by their authorized representatives.

11. VENUE OF ACTIONS

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11.1 All actions or proceedings arising out of or in connection with this Deed shall be brought exclusively before the proper courts of Manila, Metro Manila, Philippines.

12. GOVERNING LAW

12.1 This Deed shall be governed by and construed and implemented for all purposes in accordance with the laws of the Republic of the Philippines.

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Mr.

presents on the date sign these THE COMPANY THE SUBSCRIBER VFC LAND RESOURCES, INC. ALCORN GOLD RESOURCES CORPORATION TIN: 000-459 TIN: 000-432-378-000 By: Name: FERDIN Title: Chairman TIN: 208-381-185 Name: LEONARDO B. DAYA ID VINCENT P. CO Title: President C TIN: 135-546-815 SIGNED IN THE PRESENCE OF SIGNED IN THE

IN WITNESS WHEREOF, the parties have caused their respective representatives to

above

ACKNOWLEDGMENT

REPUBLIC OF THE PHIL	IPPINES)	
MAKATI CITY) S.S.	
BEFORE ME, or	12 porm	119 , in <u>Juposs</u>
Philippines, personally app	eared the following	with their identification documents:
NAME	PASSPORT NO.	DATE/PLACE ISSUED
VFC Land Resources, Inc.	I ASSI OKT NO.	DATE/I DACE 1650 EB
TIN: 000-459-290		
Ferdinand Vincent P. Co	EB1320643	NOVEMBER 8, 2010 / MANILA
Alcorn Gold Resources Co TIN: 000-432-378-000	rporation	
By:		
Leonardo B. Dayao	XX4412442	AUGUST 22, 2009 / MANIL

known to me and known to be the same persons who executed the foregoing document and acknowledged that the same is their own free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day, year, and place above written.

Doc. No. /24; Page No. ___; Book No. ___; Series of 2013. f.

ATTY. LEANDRO E. ABARQUEZ
Commission No. M-591
Notary Public for Maketi City
Until December 31, 2013
21 st Fir. Philamilife Tower,
3767 Paseo De Roxas St., Maketi City
Roll No. 58737
PTR No. 3174368 / 01-02-2012 / Maketi
IBP No. 880082 / 01-06-2012 / Maketi

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Schedule A to Amended and Restated Deed of Assignment in Payment for Subscription

RATIO OF AGRC SHARES TO SHARES OF ACQUIRED- COMPANY	8.5	944.5	
SHARES OF AC			
NO. OF AGRC SHARES TO BE SWAPPED	9,297,998	20,785,434	30,083,432
VALUE DIVIDED BY SHAREHOLDINGS	126.91	14,168.02	
VALUE OF SHARES	139,469,970.00	311,781,510.00	451,251,480.00
TOTAL NO. OF SHAREHOLDINGS IN SUBJECT COMPANY	1,098,978	22,006	1,120,984
SUBJECT COMPANY	ELLIMAC PRIME HOLDINGS, INC.	GO FAY & CO., INCORPORADA	
SUBSCRIBER	VEC I and Resources Inc		



04/10/2013

DATE

Republic of the Philippines DEPARTMENT OF FINANCE SECURITIES & EXCHANGE COMMISSION SEC Building, EDSA, Greenhills City of Mandaluyong, 1554



PAYMENT ASSESSMENT FORM No. 04102013-019701

١	NATURE OF COLLECTION	ACCOUNT CODE	AMOUNT
1	LRF (A0823)	131	1,496,241.93
1	INCREASE/DECREASE CAPITAL STOCK	THE RESERVE OF SHARPS CHARLES AND A DATE OF	149,622,192.63
+	AMENDED ARTICLES	606	2,000.00
1			***
-			
F			
F			
1			
O	TAL AMOUNT TO BE PAID	Phi	151,120,434.56
	essed by:		3 Apr 10, 2013 05:22F san PHP 151,120,4

RESPONSIBILITY CENTER

CRMD

(DEPARTMENT)



Republic of the Philippines Securities and Exchange Commission SEC Bldg. EDSA, Greenhills, Mandaluyong City

CORPORATION FINANCE DEPARTMENT

Company:	ALCORN GOLD RESOURCES, INC.	SEC. Reg. 0000147669
Purpose:	Amended Articles of Incorp Authorize d Capital Stock	oration/Increase in
Department:	Company Registration and	Monitoring Department
Date Received:	Date Released:	Processed/Verified by:
December 12, 2012	December 12, 2012	Joy Cabasis

REMARKS:

Per records of CFD as of this date, the company has no pending assessment or findings of any violation under the Securities Regulation Code and its Implementing Rules and Regulations.

In view thereof, we interpose no objection to the Amended Articles of Incorporation/Increase in Authorized Capital Stock.

JUSTINA FACALLANGAN Acting Director