

**MEMORANDUM**  
**on**  
**FURNISHING EXPERTS**  
**between**  
**NIPPON KOEI CO., LTD.**  
**and**  
**PHILKOEI INTERNATIONAL INC.**

In accordance with the Master Agreement for Provision of Experts for Consulting and Engineering Services, made on 1st day of April, 2017 between NIPPON KOEI CO., LTD. (NK) and PHILKOEI INTERNATIONAL INC. (PKII), we, the undersigned, representing the same parties of the Master Agreement, have hereby mutually agreed that PKII will provide the Expert to NK with the following particular provisions:

A. The Expert

Name : Mr. Yutaka Taniguchi  
Date of Birth : November 20, 1983  
Nationality : Japanese

B. Prime Contract

Project Name : Project for Capacity Development for Transit Oriented  
Development for Railway Projects  
Client Name : Japan International Cooperation Agency  
Contract Date : July 15<sup>th</sup>, 2022

C. Assignment

Position : Urban planning/Land use planning  
Scope of Work : 1. To analyze urban challenge to promote TOD at the 1  
target corridor area and the 2 station areas  
2. To formulate TOD Conceptual Plans at the 1 target  
corridor area and the 2 station areas  
3. To identify the required arrangement /action of  
stakeholder to realize the Conceptual Plans



Assignment Period  
and Work Schedule : April 3, 2023 – June 30, 2023 (1.00 M/M in the Philippines\*)

Total: 1.00 M/M

\*20 days = 1MM for the Services in the Philippines.

Calculation shall be "the actual working days /20".

D. Cost Estimate

- 1) Remuneration : JPY 1,890,600 /month-  
\* Remuneration shall be paid by NK according to the actual working days.
- 2) Applicable taxes The VAT in the Philippines is not included in the amount stated above. NK shall pay the VAT at the payment due to the Expert in accordance with applicable laws or regulations. The current VAT rate (as of the Effective Date) is 12% and the Parties understand that this rate may change during the period of this Memorandum.


E. Payment Terms

- 1) PKII shall submit an itemized invoice for services performed by the Expert on a monthly basis and no later than the third business day of the following month. The itemized invoice shall comprise the remuneration, and the direct cost stipulated in Cost Estimate.
- 2) The above invoices shall be submitted to NK with the following particulars:  
Address : Urban Development Department  
Mr. Kuniomi Hirano  
Project Code : JA22D1013
- 3) The payment shall be made in JPY by way of telegraphic transfer to the account mentioned below within one (1) month from the date of the receipt of PKII's invoice. PKII shall confirm in advance the reliability of transferring to this account.

Bank Name : Mizuho Corporate Bank, Ltd.

Branch Name : Manila Branch

Account Name : Philkoei International Inc.

Account Number : H10-767-105551

Bank Address : 25<sup>th</sup> Floor, The Zuellig Building, Makati Avenue  
corner Paseo de Roxas, Makati City, Philippines, 1225

- 4) Remittance charge shall be deducted from the amount of each payment.

All terms and conditions of the Master Agreement shall remain in full force except as agreed herein.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum in duplicate to be signed as of April 13<sup>th</sup>, 2023.

This Memorandum shall become effective retroactively as of the April 3rd, 2023.

PHILKOEI INTERNATIONAL INC.

NIPPON KOEI CO., LTD.



Peter S. SAMOZA  
President



Masaru Takase  
General Manager  
Accounting & Management Department  
Consulting Operations Headquarters