

# SERVICE CONTRACT

This SERVICE CONTRACT ("Contract") is entered into by and between:

**PHILIPPINE AMUSEMENT AND GAMING CORPORATION (PAGCOR)**, a government owned and controlled corporation, created and existing by virtue of Presidential Decree No. 1869, as amended, with office address at **PAGCOR Executive Office, New Coast Hotel Manila, 1588 M.H. Del Pilar cor. Pedro Gil Streets, Malate, Manila**, represented by its Chairman and Chief Executive Officer, **ANDREA D. DOMINGO**, hereinafter referred to as "**PAGCOR**";

- and -

**CORNERSTONE ENTERTAINMENT INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at Unit 205 Corporate 145 Bldg. Mother Ignacia Ave., South Triangle, Quezon City, represented in this act by its Vice President, **JEFFREY M. VADILLO**, duly authorized for this purpose by a Secretary's Certificate dated December 27, 2021, hereto attached as Annex "A", hereinafter referred to as the "**LINE PRODUCER**".

Each referred to as a "**PARTY**" and collectively as the "**PARTIES**"

## WITNESSETH: THAT -

**WHEREAS**, **PAGCOR** requires the **Procurement of Entertainment Services for the Various Celebrity Shows – Monthly Variety Show for February to June 2022** under ITB No. **SS22-00-023COR** ("Services");

**WHEREAS**, considering that all the requisites were met, **PAGCOR**, resolved to enter into contract with the **LINE PRODUCER** pursuant to Section 53.6 (Negotiated Procurement Scientific, Scholarly or Artistic Work, Exclusive Technology and Media Services) and Annex H of the 2016 Revised Implementing Rules and Regulations (IRR) of Republic Act (R.A.) No. 9184;

**WHEREAS**, **PAGCOR** has accepted the proposal of the **LINE PRODUCER**, subject to the terms and conditions hereunder stipulated;

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements hereunder specified by these presents, **PAGCOR** and the **LINE PRODUCER** hereby enter into a Contract under the following terms, conditions and stipulations:

## ARTICLE I DESCRIPTION OF WORK

The **LINE PRODUCER** undertakes to provide the Services according to the following technical specifications:

**DESCRIPTION**

**Procurement of Entertainment Services for the Various Celebrity Shows – Monthly Variety Show for February to June 2022**

**Exclusivity of Program: Monthly Variety Show for February to June 2022**

**PERFORMANCE DURATION**

Each artist shall provide a very satisfactory performance for at least sixty (60) minutes.

**Call Time:**

Live performance at the venue is at least three (3) hours before time of performance.

**ARTIST/S AND RATES**

The following pool of artists/performers shall be made available upon PAGCOR's request. The rates per artist per location/platform should not exceed the maximum allowable amount based on the following schedule:

ARTIST/S	METRO MANILA	LUZON	LUZON / VISAYAS / MINDANAO WITH AIRFARE
DINGDONG AVANZADO	PHP 217,000.00	PHP 234,000.00	PHP 299,000.00
ERIK SANTOS	PHP 326,000.00	PHP 343,000.00	PHP 408,000.00
JASON DY	PHP 249,000.00	PHP 265,000.00	PHP 331,000.00
JESSA ZARAGOZA	PHP 202,000.00	PHP 218,000.00	PHP 284,000.00
K BROSAS	PHP 295,000.00	PHP 312,000.00	PHP 377,000.00
KZ TANDINGAN AND TJ MONTERDE	PHP 781,000.00	PHP 798,000.00	PHP 949,000.00
KZ TANDINGAN	PHP 516,000.00	PHP 533,000.00	PHP 650,000.00
LIEZEL GARCIA	PHP 93,000.00	PHP 109,000.00	PHP 175,000.00
LILET ESTEBAN	PHP 77,000.00	PHP 94,000.00	PHP 159,000.00
MARKKI STROEM	PHP 140,000.00	PHP 156,000.00	PHP 222,000.00
POOH	PHP 326,000.00	PHP 343,000.00	PHP 408,000.00
RADHA	PHP 140,000.00	PHP 156,000.00	PHP 222,000.00
RICHARD POON	PHP 295,000.00	PHP 312,000.00	PHP 377,000.00
THOR	PHP 140,000.00	PHP 156,000.00	PHP 222,000.00
TJ MONTERDE	PHP 280,000.00	PHP 296,000.00	PHP 353,000.00
YENG CONSTANTINO	PHP 373,000.00	PHP 390,000.00	PHP 455,000.00

**VENUES OF PERFORMANCES:**

**METRO MANILA**

CF Winford Satellite Manila Grand Opera - 925 Rizal Avenue corner Doroteo Jose Street, Sta. Cruz, Manila

CF Winford Satellite Malabon - Malabon Grand hotel and Casino 110 MacArthur Highway, Potrero, Malabon City

CF Winford Satellite Ronquillo - Gold City Square, 561 Ronquillo St., Sta Cruz Manila

Madison Satellite - Madison Square Pioneer, Sheridan St., Mandaluyong City

**LUZON**

Casino Filipino-Angeles - McArthur Highway, Balibago, Angeles City, Pampanga

Mimosa Satellite - Mimosa Drive, Mimosa Leisure Estate Clark Field, Pampanga

Casino Filipino-Olongapo - 580 Rizal Ave., East Tapinac Olongapo City

Casino Filipino-Tagaytay - Emilio Aguinaldo Highway, Tagaytay City

San Lazaro Satellite - Carmona Satellite - San Lazaro Leisure Park, Carmona Cavite

Casino Filipino-Ilocos Norte - 365 Plaza Satellite, Narangay 1 San Nicholas, Ilocos Norte

**VISAYAS**

Casino Filipino Bacolod - L'Fisher Hotel- 14th Lacson St., Bacolod, City

Casino Filipino Iloilo - Amigo Terrace Hotel and Mall Iznart corner Delgado Street, Iloilo City

Casino Filipino-Cebu - Waterfront Cebu City Hotel, Salinas Drive, Lahug, Cebu City

Mactan Satellite - Waterfront Airport Hotel, #1 Airport Road, Lapu-Lapu City

Parkmall Satellite - Enclave Building A&B, Parkmall, 168 Quano Ave., Mandaue Reclamation Road, Mandaue City

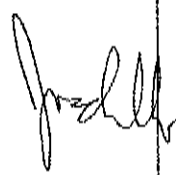
Crown Regency Satellite - Crown Regency Hotel & Towers, Fuente Triangle, Osmeña Boulevard

Talisay Satellite - South Coast Center Bldg., Linao, Talisay City, Cebu

**MINDANAO**

Casino Filipino Davao - Grand Legal Hotel - KM.7, Lanang, Davao City

Other Venues as deemed necessary by PAGCOR from time to time.



**PAYMENT TERMS AND CONDITIONS:**

- A. Payment to **LINE PRODUCER** for the artist/s performances shall be based on actual shows/billing after the end of each performance.
- B. PAGCOR shall not be under any obligation to pay the **LINE PRODUCER** the entire amount of the contract price. Moreover, the aggregate billings under the Contract shall not exceed the total Contract Price.

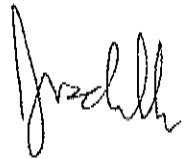
**PAGCOR SHALL BE RESPONSIBLE FOR THE FOLLOWING:**

- 1. Venue with basic technical equipment.
- 2. Clearance / approval of the Local Government Unit (LGU) and/or Inter-Agency Task Force (IATF) allowing the branch or satellite to conduct celebrity shows.

**LINE PRODUCER SHALL BE RESPONSIBLE FOR THE FOLLOWING:**

- A. Musical and Production Requirements
  - Musical arrangement, music materials (CD, iPods and other musical material required)
  - Musical Rehearsal of artist/s
- B. Hotel, F&B and Transportation
  - Hotel and Transportation (Land & Airfare), If Applicable
  - Food & Beverages of performer.
  - All artists, personal assistant (PA), **LINE PRODUCER** /representative.
- C. Collaterals
  - Posters & Tarpaulins (subject to design and specifications submitted by PAGCOR)
- D. Royalty Fees for Filipino Society of Composers, Authors and Publishers, Inc. (FILSCAP)
- E. Health and safety protocols of the artist and its assistant as prescribed by the Local Government Unit and IATF such as submission of a negative swab test result, travel pass (if needed) and vaccination card prior to date of performance.

**LINE PRODUCER** shall ensure compliance of artist and its assistant with **PAGCOR's** health declaration for succeeding performances.



**ADDITIONAL CONDITIONS:**

The following shall be provided by the **LINE PRODUCER**:

1. The **ARTIST/S** shall perform at Casino Filipino venues (Branches & Satellites) for a show **LIVE** performance at the venue and/or engage their services (e.g. Hosting, Dealing and all other related services) during Marketing Events, Gaming Events, Slot Machine Events, Bingo Events and Corporate Events **LIVE** performance at the venue.

The **ARTIST/S**, branch assignments and date of performances shall not be replaced by the **LINE PRODUCER** without express Written Consent from **PAGCOR**. However, **PAGCOR** may change/replace artist, branch assignment and date as deem necessary.

If any of the artist/s in the pool becomes unavailable/indisposed during the procurement process, said artist/s shall be stricken out of the list.

If, for any cause, any or all of the **ARTIST/S/ENTERTAINER/S/PERFORMER/S** shall become indisposed on the day of the show, the **LINE PRODUCER** shall promptly retain the services of back-up **ARTIST/S/ENTERTAINER/S/PERFORMER/S** of the higher caliber, who shall perform in lieu of the original artist/s/entertainer/s/performer/s, subject to the approval of the **PAGCOR**.

If the Show/event is prevented, rendered impossible or unfeasible by causes which are classified as fortuitous events, health condition, life threatening, force majeure, "acts of God," acts of war, civil disturbances, riots, strike, epidemic interruption or delay of transportation, mutiny, social unrest or regulations of any public authority/bureau or any cause beyond the control of both parties herein, then parties agree to conduct further negotiations for resetting or re-scheduling of the subject project but only until **June 30, 2022** or until the exhaustion of the contract price whichever comes first.

The **LINE PRODUCER** shall inform **PAGCOR** beforehand of any cancellation or non-performance.

1. If the **ARTIST/S** is represented by a booking agent/manager, a Special Power of Attorney (SPA) shall be executed by the **ARTIST/S** that she/he properly authorizes the **LINE PRODUCER** to represent him/her for purposes of complying with **PAGCOR**'s requirements.
2. The SPA shall be submitted for the processing of Request for Payment (RFP). Checks shall be made payable to **LINE PRODUCER**.

The **LINE PRODUCER** undertakes to deliver the Services in strict conformity with the agreed specifications. In the event the **LINE PRODUCER** fails to comply with prescribed requirement as described in the Contract, **PAGCOR** may implement necessary changes or adjustments in order to achieve the desired results.

**ARTICLE II**  
**NO EMPLOYER-EMPLOYEE RELATIONSHIP**

There shall be no employer-employee relationship between **PAGCOR** and the **LINE PRODUCER**. The **LINE PRODUCER** shall have the entire charge, control and supervision of the performance of the services herein agreed upon. Any damage, accident, injury, or sickness of any kind, or death that may occur to any **ARTIST** or employee of the **LINE PRODUCER** during the time and consequent to the performance

of the Services under this Contract shall likewise be the **LINE PRODUCER** responsibility.

The **LINE PRODUCER** further binds herself to hold **PAGCOR** free and harmless from any claim on account of the aforementioned injury or damage.

### **ARTICLE III CONTRACT TIME**

This Contract shall commence from the date of receipt by the **LINE PRODUCER** of the Notice to Proceed, but in no case earlier than February 01, 2022 until June 30, 2022 or until exhaustion of the contract price whichever comes first.

The schedule for the performances shall be as follows:

- **PERFORMANCE DURATION**

Each artist shall provide a very satisfactory performance for at least sixty (60) minutes

- **CALL TIME:**

Live performance at the venue is at least three (3) hours before time of performance.

Within this period, **PAGCOR** may terminate this Contract with or without cause, without incurring any liability whatsoever, such as, but not limited to, the payment of any unpaid and unperformed Service(s), without need for judicial intervention, upon fifteen (15) days written notice to the **LINE PRODUCER**.

### **ARTICLE IV DAMAGES FOR DELAY**

The **LINE PRODUCER** shall complete/deliver the Services within the time prescribed in this Contract. Should the **LINE PRODUCER** incur delay in its performance, the **LINE PRODUCER** shall pay a penalty of one tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion of the contract for each day of delay, including Sundays and holidays, beyond the specific period. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the contract, **PAGCOR** shall have the option to rescind the contract, without prejudice to other courses of action and remedies open to it.

In case the **LINE PRODUCER** still fails to deliver the Service/s after the lapse of fifteen (15) calendar days from the stipulated date of delivery, in addition to the penalties agreed upon, **PAGCOR** shall have the option to terminate the Contract.

### **ARTICLE V CONTRACT PRICE**

The Contract Price for the Services shall be in the total amount of **Fifteen Million Pesos (Php15,000,000.00), VAT Exclusive, Zero-Rated Transaction** with breakdown as follows:

ARTIST/S	Talent Fee of Artist/s, Musical and/or Production Requirement and Hotel, F&B, Transportation, Collaterals, Royalty Fees and Swab Test/s		
	Cost Per Live Performance (VAT Exclusive, Zero-Rated Transaction)		
	METRO MANILA	LUZON	LUZON / VISAYAS / MINDANAO (WITH AIRFARE)
DINGDONG AVANZADO	PHP 217,000.00	PHP 234,000.00	PHP 299,000.00
ERIK SANTOS	PHP 326,000.00	PHP 343,000.00	PHP 408,000.00
JASON DY	PHP 249,000.00	PHP 265,000.00	PHP 331,000.00
JESSA ZARAGOZA	PHP 202,000.00	PHP 218,000.00	PHP 284,000.00
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KZ TANDINGAN	PHP 516,000.00	PHP 533,000.00	PHP 650,000.00
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TJ MONTERDE	PHP 280,000.00	PHP 296,000.00	PHP 353,000.00
YENG CONSTANTINO	PHP 373,000.00	PHP 390,000.00	PHP 455,000.00

Both parties agree that the Contract Price stated herein includes all applicable taxes, fees licenses, permits and charges required by the Philippine Government. The **LINE PRODUCER** holds **PAGCOR** free from liability for any or all taxes, fees, licenses, permits and charges arising out of this Contract.

The price herein agreed shall not be subjected to any increase or upward adjustment for any reason or cause whatsoever for the duration of the Contract.

All amounts, claims, and expenses pertaining to licenses, permits, registrations or renewals thereof required by the appropriate government entities for the Services performed under the Contract shall be for the exclusive account of the **LINE PRODUCER**.

#### **ARTICLE VI** **SCHEDULE OF PAYMENT**

The Contract Price is in the total amount of **Fifteen Million Pesos (PhP15,000,000.00)**, VAT Exclusive, Zero-Rated Transaction.

Payment shall be based on the actual shows / billing after the end of each performance and upon the issuance of the Certificate of Performance by the End-User, Entertainment Department.

**PAGCOR** shall not be under any obligation to pay the **LINE PRODUCER** the entire amount of the contract price. Moreover, the aggregate billings under the Contract shall not exceed the total Contract Price.

**ARTICLE VII**  
**WARRANTIES AND RESPONSIBILITIES**

The **LINE PRODUCER** hereby warrants that:

1. There are no actions, suits or proceedings pending or, to the best of its knowledge, threatened, which may have any adverse material effects on its ability to fulfill its obligations under this Contract or on its operations, business, properties, assets or business condition.
2. The **LINE PRODUCER** further warrants that it is fully authorized to render the Services and has secured all the necessary government licenses and permits to allow it to render the Services agreed upon and that it is free from any liability or adverse claims, of every nature and description that would prevent or hinder it from rendering the said Services.
3. The **LINE PRODUCER** shall fully defend, protect, indemnify, and shall hold **PAGCOR** harmless from any and all adverse claims that may be made by any party by reason of the Contract.

**ARTICLE VIII**  
**INTELLECTUAL PROPERTY**

All new materials, compilations, data and information produced hereunder, from the inception of the Contract until its final completion, including all other reproductions made therefrom, together with the performances embodied therein and all copyrights therein and thereto, and all renewals and extensions thereof shall entirely be the property of **PAGCOR**, free from any claims whatsoever by the **LINE PRODUCER**, its employees or any other person.

The **LINE PRODUCER** shall be responsible for securing the necessary licenses, permits or authorization from the owners of the copyright of the songs or pieces to be performed in accordance with the relevant and applicable statutes as well as provisions of other laws, ordinances and decrees and hereby holds **PAGCOR** free and harmless from whatever liability or damage suits that may be filed against the latter for violation of said laws and ordinances as well as suits or claims by third parties.

**ARTICLE IX**  
**CLAIMS AND DISPUTES**

All claims and disputes relating to or arising out of this Contract shall be settled amicably by the parties before resorting to any judicial action.

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



**ARTICLE X**  
**INDEMNIFICATION**

The **LINE PRODUCER** shall indemnify and shall hold **PAGCOR**, its directors, employees, guests, agents corporate affiliates free and harmless against any and all liability to third parties arising from this Service Contract including (but not limited to) the violation of any third party's trade secret, proprietary information, trademark, copyright or patent rights in connection with the use of **PAGCOR** of the **LINE PRODUCER**'s services.

The **LINE PRODUCER** shall be liable to **PAGCOR**, for any damage to property or injury or death of persons occasioned by the Services rendered by the **LINE PRODUCER** under this Contract, or by reason of the gross neglect or willful misconduct of the **LINE PRODUCER** or any of its agents or employees.

The **LINE PRODUCER** assumes all liability due to its fault or negligence, in connection with this Contract, including theft and disappearance, or any damage or injury to goods, wares or merchandise or property of any kind of **PAGCOR**.

**ARTICLE XI**  
**CONFIDENTIALITY/NON-DISCLOSURE**

All Information disclosed to the **LINE PRODUCER** arising out of or as a result of this Contract shall be confidential in nature. The **LINE PRODUCER** shall be solidarily liable to **PAGCOR** for unauthorized disclosures made by its artist(s)/ entertainer(s)/ performer(s), officers, employees, agents and other persons acting on the **LINE PRODUCER** behalf.

The obligations stated in this Confidentiality Clause shall also apply to confidential information negligently, unintentionally or inadvertently disclosed by **PAGCOR** (its officers, employees, agents, and any other persons acting on its behalf) and to disclosures made by a **PAGCOR** officer, employee, agent, and other persons ordinarily acting on its behalf, in breach of his/her obligation or duty to **PAGCOR**.

**ARTICLE XII**  
**MISCELLANEOUS PROVISIONS**

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

No terms or conditions of this Contract shall be waived and no breach or default excused unless such waiver or excuse shall be in writing and signed by the party affected.

This Contract and the interests therein, may not be assigned or sub-contracted to another without prior consent of the other party.

Any and all notices to be given pursuant to, or under this Contract, shall be sent to the party to whom the notice is addressed at the address of the party indicated in this Contract.

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

The relationship between the parties shall be limited to the performance of the terms and conditions of the Contract. Nothing in this Contract shall be construed to create a general partnership between the parties, or to authorize any party to bind the other except as set forth in this Contract, or to borrow money on behalf of another party, or to use the credit of any party for any purpose other than what has been set forth herein.

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

This Contract constitutes the entire agreement between the parties pertaining to the subject matter contained in it, and supersedes all prior and contemporaneous agreements, representations, warranties and understandings of the parties. No supplement, variation or amendment of this Contract shall be binding unless executed in writing by the parties.


This Contract may be executed in any number of counterparts, each of which when so executed and delivered shall be considered as an original and all together shall constitute one Contract.

IN WITNESS WHEREOF, the parties hereto have signed these presents on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 at the City of Manila, Philippines.

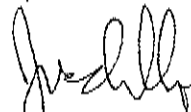
**PHILIPPINE AMUSEMENT AND  
GAMING CORPORATION**  
TIN: 033-000-887-972

**CORNERSTONE ENTERTAINMENT  
INC.**  
TIN: 008-743-717-000


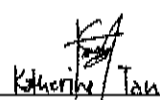
Represented by:

  
**ANDREA D. DOMINGO**  
Chairman and Chief Executive  
Officer  
TIN: 118-684-814-000

Represented by:

  
**JEFFREY M. VADILLO**  
Vice President  
TIN: 260-385-642-000

Signed in the presence of:

**ACKNOWLEDGMENT**

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

BEFORE ME, a Notary Public for and in the City of CITY OF MANILA, on this  
\_\_\_\_\_ day of 08 MAR 2022, 2022, personally appeared:

**NAME**

**GOVERNMENT ID NO.**

**ANDREA D. DOMINGO**

**PASSPORT NO. P7681573A**

Date of Issuance: June 26, 2018

Valid until: June 25, 2028

Place of Issuance: DFA-Manila

known to me and known to be the same person who executed the foregoing Service Contract consisting of twelve (12) pages including this page, and who acknowledged to me that the same is her own free and voluntary act and deed as well as the free and voluntary act and deed of the entity she represents, she being duly authorized for this purpose.

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

Doc. No.: 234  
Page No.: 45  
Book No.: VI  
Series of 2022

*At*  
**ANGELO CARLO T. TALAYA**  
NOTARY PUBLIC  
IN AND FOR THE CITY OF MANILA  
6/F, 9, NEWWORLD MANILA BAY HOTEL & CASINO  
101, DEL PILAR ST. MALATE, MANILA  
COMM. NO. 2020-112 UNTIL DEC 31, 2021  
ROLL NO. 0935 OF MANILA CHAPTER IV  
REG. COMPLIANCE NO. VI-001070 UNTIL 4-14-2022  
PTR NO. 252747-47 19, 2022 (MANILA)

*Andrea*  
**Andrea Marie V. Fontanilla**  
Procurement Department

*Wilza S. Magpusao*

*Wilza S. Magpusao*  
**WILZA S. MAGPUSAO**

**ACKNOWLEDGMENT**

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

BEFORE ME, a Notary Public for and in the City of QUEZON CITY, on this \_\_\_\_\_ day of ~~MAR 02 2022~~ 2022, personally appeared:

**NAME**

**GOVERNMENT ID NO.**

**JEFFREY M. VADILLO**

**PASSPORT NO. P7289127A**  
Date of Issuance: May 23, 2018  
Valid until: May 22, 2028  
Place of Issuance: DFA-Manila

known to me and known to be the same person who executed the foregoing Service Contract consisting of twelve (12) pages including this page, and who acknowledged to me that the same is his own free and voluntary act and deed as well as the free and voluntary act and deed of the entity he represents, he being duly authorized for this purpose.

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

Doc. No.: \_\_\_\_\_  
Page No.: \_\_\_\_\_  
Book No.: \_\_\_\_\_  
Series of 2022

*[Signature]*  
ATTY. CONCEPCION P. VILLAREÑA  
Notary Public for Quezon City  
Until December 31, 2022  
PTR No. 2442851 / 01-03-2022 / QC  
IBP NO. 093587 / 10-22-2019 / QC  
Roll No. 30457 / 05-09-1980  
MCLE VI - 0830479 / 02-21-2020  
ADM. MATRER NO. DP 001 (2020-2021)  
EXTENDED AS COMRAISON UNDER B.M 3795  
TIN NO. 151-942-754-000

*[Signature]*

*[Signature]*

*[Signature]*  
WILZA S. MAGPUSAO

REPUBLIC OF THE PHILIPPINES )  
CITY/MUNICIPALITY OF \_\_\_\_\_ ) S.S.  
QUEZON CITY

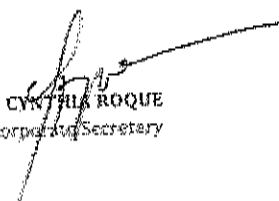
SECRETARY'S CERTIFICATE

I, **CYNTHIA ROQUE**, of legal age, Filipino, and office address at Unit 205, Corporate 145 Building, Mother Ignacia Street, Brgy. South Triangle, Quezon City under oath depose and state that:

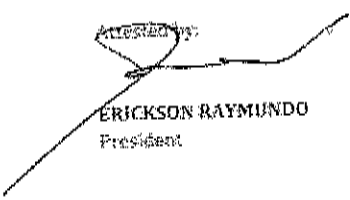
THAT, there was a meeting of the Board of Directors of said corporation held on February 10, 2021, of which the said meeting a quorum was present and acting throughout, the following resolutions were unanimously approved:

RESOLVED that, **JEFFREY VADILLO**, is duly appointed to represent and sign documents in behalf Cornerstone Entertainment Inc. with Philippine Amusement Gaming Corporation (PAGCOR):

IN WITNESS WHEREOF, I have hereto affixed my signature this 21st day of December, 2021 in Quezon City

  
CYNTHIA ROQUE  
Corporate Secretary

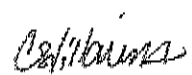
Attested by:

  
ERICKSON RAYMUNDO  
President

DEC 27 2021

SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ at Quezon City  
Affiant exhibiting to me her government issued ID No. \_\_\_\_\_ valid until \_\_\_\_\_

Doc. No. 1021  
Page No. 24  
Book No. \_\_\_\_\_  
Series of 2021

  
ATTY. CONCEPCION P. VILLARENA  
Notary Public for Quezon City  
Until December 31, 2021  
PTR No. 0693164 / 1-4-2021/ QC  
IBP No. 083587 / 10-22-2019/ QC  
Roll No. 30457 / 05-09-80  
MCLE VI-1030379 / 2-21-2020  
Adm. Matter No. NP-001(2020-2021)  
TIN No. 131-942-754

