

SERVICE CONTRACT

This Service Contract (the "Contract") is entered into by and executed by

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 Corporate Office, New Coast Hotel Manila, M. H. del Pilar corner Pedro Gil Streets, Malate, Manila, represented in this act by its **Chairman and Chief Executive Officer, ANDREA D. DOMINGO**, hereinafter referred to as "**PAGCOR**";

- and -

TREESIDE FOODS, INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at LS 1-23.2 Green Building South Station, Alabang City of Muntinlupa, herein represented by its Operation Manager, **KRISTINE V. FLORES**, duly authorized for this purpose as per Secretary's Certificate dated December 15, 2021 hereto attached as Annex "A" hereinafter referred to as "**CONTRACTOR**".

Each of **PAGCOR** and **CONTRACTOR** may hereinafter be referred to as a "**PARTY**" and collectively referred to as the "**PARTIES**".

The parties warrant that they are duly organized, registered, validly existing and in good standing under the laws of the Republic of the Philippines, and that the parties and their representatives are capable and have the requisite power, authority, permits, clearances and licenses, to enter into this Service Contract and to perform the Services and all of their obligations under this Service Contract.

WITNESSETH:

WHEREAS, **PAGCOR** has a requirement of Supply and Delivery of Food and Beverages for Employees for Ronquillo Satellite for Three (3) Years under ITB No. FB22-08-002WIN (the "Services");

WHEREAS, pursuant to Section 53.1 (Negotiated Procurement-Two Failed Biddings) of the Implementing Rules and Regulations (IRR) of Republic Act (R.A.) 9184, the **CONTRACTOR** has submitted a responsive proposal to undertake the said Services and **PAGCOR** has accepted the proposal of the **CONTRACTOR**, 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 **CONTRACTOR** hereby enter into this Service Contract under the following terms, conditions and stipulations:

Galante
ANITA CARMINA STI ANA
Witness - Contractor

Kristine V. Flores
KRISTINE V. FLORES
CONTRACTOR

Andrea D. Domingo
ANDREA D. DOMINGO
Witness - PAGCOR

ANDREA D. DOMINGO
Chairman and CEO, PAGCOR

I. SCOPE OF SERVICES

The **CONTRACTOR** undertakes to provide the Services, specifically, the provision of food and beverages and the incidental services for sanitation and cleaning, including all the necessary labor, materials, supplies and equipment, to PAGCOR employees at Casino Filipino Winford – Ronquillo Satellite, in accordance with the following technical specifications :

1. The establishment should be located within the Building Premises but outside of PAGCOR leased areas.
2. The **CONTRACTOR** must have at least three (3) years experience in the F&B/restaurant industry.
3. The **CONTRACTOR** The Service Provider must obtain from responsible government agency Sanitary Permit and submit the same to the Human Resource Office Ronquillo.
4. The **CONTRACTOR** shall provide the Services twenty-four (24) hours a day, seven (7) days a week or in accordance with the operations of CF Winford, Ronquillo Satellite
5. The **CONTRACTOR** must provide the monthly meal and snack tickets of PAGCOR Employees in accordance with the specifications of Ronquillo Satellite. The meal and snack tickets shall be submitted to CF Winford Human Resource office, 561 Ronquillo Street, Sta. Cruz, Manila, two weeks prior to the following month for inspection, inventory and issuance to employees.
6. The **CONTRACTOR** shall be responsible for the following:
 - a. Improvement on the employees' dining area/space occupied by the Service Providers. All costs shall be for the account of the Service Providers subject to the existing guidelines adopted and contract obligations complied by PAGCOR.
 - b. Refurbishment of furniture and fixtures including lighting fixtures in the dining area shall be for the account of the Service Providers.
 - c. Payment of Utility Charges. All electricity and water bills and other charges necessary and incidental to the operation of the Service Providers shall be for its account.
7. The **CONTRACTOR** must submit a notarized Certification or Contract from the building owner stating that the bidder will be allowed to do business within the building where the casino is housed in the event that he will be awarded the procurement project. A notarized contract that is valid for the duration of the procurement project shall be submitted within ten (10) calendar days upon receipt of the Notice of Award (NOA).
8. The **CONTRACTOR** shall be responsible for the cleanliness and sanitation of the F & B Area.

Adm. Sec.
ANNA CARMINA STANINA
Witness - Contractor

Contractor
RUSTINE V. FUDILES
CONTRACTOR

Chairman
GEM J. DEL ROSARIO
Witness - PAGCOR

ANDREA D. DOMINGO
Chairman and CEO, PAGCOR

9. The goods and services provided by the **CONTRACTOR** shall be in accordance with PAGCOR's standards and shall always take into consideration the special preferences of PAGCOR and its employees.
10. The **CONTRACTOR** shall submit to Ronquillo Satellite HR Office the menu cycle two weeks prior to the following month, for checking & approval.
11. The **CONTRACTOR** shall provide services and shall own, legally possess and/or have access to all the necessary kitchen and canteen supplies, utensils, equipment necessary for the delivery of the Service but not limited to:
 - a. Spoons, forks, knives and chopping boards;
 - b. Plates, glasses, cups and saucers;
 - c. Various cook wares;
 - d. Various tablecloths and napkins
 - e. Stoves, ovens, microwave ovens, grills
 - f. Spices and clean containers for the different food ingredients .
12. The **CONTRACTOR** must have a good title to the items/goods/services being offered and full authority to sell and transfer the same and that the items/goods/services are sold free and clear of all liens, encumbrances, liabilities and adverse claims of every nature and description.
13. The utensils, dinnerware, flatware and glassware shall be sterilized, kept clean and dried properly. Disposable dinner ware/utensils shall be available upon request of the employee.
14. The minimum period of warranty of goods/items must not be less than three (3) months expiry date.

PERSONNEL:

1. The Service Providers must provide the following personnel per shift during casino operations:
 - a. At least two (2) cooks
 - b. At least one (1) busboy
 - c. At least two (2) servers
2. The Service Provider shall ensure that its personnel are always well-mannered, courteous, polite, efficient and shall conduct themselves, at all times, in a professional manner towards PAGCOR, its directors, officers, and employees.
3. The Service Provider's personnel shall secure from the responsible government agency a health/sanitary permit/clearance and submit the same to PAGCOR. The Service Provider shall not field any of its personnel without the requisite government health/sanitary permit/clearance.
4. The Service Provider's personnel shall at all times wear their prescribed uniform including, but not limited to aprons; headdress/hair net/caps; gloves which shall be provided by the Service providers.
5. The Service Provider shall ensure that its personnel exercise good personal hygiene, particularly, but not limited to:
 - a. Regular and proper hand washing
 - b. Clean and well-trimmed fingernails without nail polish;
 - c. Hair should be neat and tidy. All personnel shall wear headdress/hairnet;

gManabe
ANNA CARMINA SJA ALIA
Witness - Contractor

gmmmm
KRISTINE N. FLORES
CONTRACTOR

gglco
GM JETHRO Z. CHANOCOCO
Witness - PAGCOR

ANDREA D. DOMINGO
Chairman and CEO, PAGCOR

d. Personnel with wounds/sores shall not be allowed to work.

6. PAGCOR may require the replacement of any of the Service Provider's personnel who is not performing his/her duties and responsibilities to PAGCOR's satisfaction. The Service Provider shall not unilaterally pull out any of its personnel without the conformity of PAGCOR.
7. The Service Provider's personnel shall exercise prompt delivery of service when order is placed.
8. The Service Provider's personnel shall observe the practice of "Clean as You Go" policy.

FOOD HANDLING:

1. Usage of gloves by kitchen personnel must be observed at all times (gloves for dry/raw food must not be used to serve wet/cooked food).
2. Salads that are prepared in advance must be properly stored & transported in cold temperature.
3. Heating of food must be available upon the request of the employee.
4. If food will be cooked in a different location, the Service Provider must transport food that is tightly covered at least thirty (30) minutes before the service.

MENU:

1. The menu should consist of varied selections of vegetables, fruits, pork, beef, chicken, fish, and seafood. Vegetables should always be available.
2. The menu should include viands using different methods of cooking (grilled, steamed, fried).
3. Color combination and food presentation must be observed.
4. Food served must not appear too oily or soaked in its own fat.
5. Hot food should be served hot; cold food should be served cold.
6. Food arrangement should be garnished and attractive.
7. Salads that are prepared in advance must be properly stored.
8. Texture and consistency should be observed accordingly.
9. Two (2) or more foods with strong flavors should be avoided in the same meal.
10. Salty food choices should not be present in the same meal schedule.
11. Portion control in serving viands must be observed and standardized.
12. Actual food served must be at least 85% compliant with the approved menu.
13. Fat portions in meat should be trimmed.
14. Processed and/or canned foods should be limited to not more than two (2) times a week.

Atty. Arlene
ANITA CARMINA STANANA
Witness - Contractor

Armando
KRISTINE Y. FLORES
CONTRACTOR

Andrea D. Domingo
ANDREA D. DOMINGO
Witness - PAGCOR

ANDREA D. DOMINGO
Chairman and CEO, PAGCOR

15. Heating of food must be available upon request.

16. The Service Provider shall have interest and commitment to serve pre-ordered healthy meals. Healthy meal is defined as a *Healthy Diet* which is complete with all the essential nutrients needed to perform daily activities and is balanced in terms of carbohydrates, proteins, vitamins and mineral distribution. Healthy meals help support the goal of gradually changing to a healthy diet and healthy lifestyle.

17. The Service Provider shall agree to prepare the healthy meals according to the approved budget for the employees.

18. The Service Provider should be able to serve easy to prepare food and snacks.

19. The Service Provider should provide Purified Drinking Water in hot and cold water dispenser at all times.

20. The Service Provider must make available seasonings/spices like black pepper, chili sauce, vinegar, soy sauce, fish sauce at all times.

21. Dessert should vary like fresh fruits, salad (fruit, buko, buko pandan) and sweets (e.g., ube jam, leche flan, macarons).

22. Sample Menu:

MENU		Grams per Serving
Pork	Pork Adobo	100 grams
Beef	Mechado	100 grams
Chicken	Fried Chicken	100 grams
Fish	Sinigang na Bangus sa Sampalok	150 grams
Rice	Full Size Measuring Cup Half Size Measuring Cup	
Vegetables	Chopsuey	100 grams
Desserts	Fruit Salad	150 grams
Breakfast	Combo Meal w/ 1 egg & 1 cup rice	
	Tapa	100 grams
	Tocino	100 grams
	Longganisa	100 grams
	Pork Chopped Ham	2 slices = 100 grams
	Pansit Canton/bihon/ palabok	200 grams
	Turon	1 whole banana
Snacks	Chicken Sandwich	
	Cheeseburger	
Dessert	Banana	Per piece

Witness
ANITA CARMONA
Witness - Contractor

Contractor
KRISTINE V. FUDGES
CONTRACTOR

Witness
GM JETMAR Z. CHANCOCO
Witness - PAGCOR

ANDREA D. DOMINGO
Chairman and CEO, PAGCOR

MEAL:	Choice of 1 Meat or Fish Vegetable Rice (Maximum of 2 Full size Cups) Dessert Juice
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23. Schedule of Serving:

First Shift	5:00 AM – 8:00 AM	AM Snack
	10:30 AM – 1:30 PM	Lunch
Second Shift	2:30 PM – 4:30 PM	PM Snack
	6:30 PM – 8:30 PM	Dinner
Third Shift	9:30 PM – 11:30 PM	MN Snack
	1:00 AM – 3:00 AM	Breakfast

Memorabilia
ANNA CAROLINA STANANA
Witness - Contractor

ADDITIONAL REQUIREMENTS:

1. Service provider must strictly comply with the health and safety protocols of the IATF as provided for a current situation (e.g COVID 19 pandemic – physical distancing, wearing of face mask, face shield, frequent hand washing, etc.)
 - A. Social distancing should be strictly observed at all times at the F&B area. As recommended by the DOH, a minimum of one (1) meter distance between two people is recommended. Strict observance of social distancing measures in all parts of the establishment including counter, kitchen, and back areas.
 - B. Mandatory wearing of personal protective equipment such as at least 3-ply surgical mask, face shield, gloves, hair cap is fully required to all staffs at all times. No personnel with COVID-19 symptoms, or with exposure to COVID-19 patients shall be allowed to work.
 - C. Regular sanitation schedule and procedures (a 10-minute interval for sanitation in between customers dining-in is required) shall be observed. Properly sanitized tables and chairs (after each customer's use). Sanitizing equipment and tools that are visible to and can be accessed by customers. Pieces of furniture that are made of porous materials are covered in plastic for ease of sanitation.
 - D. Distancing of tables and chairs at 6 feet or 1.8 meters apart on all sides. No dine-in chair shall be fronting each other. Dining tables must have markers to occupy and comply thru physical distancing among dining employees and chairs must also be limited only for dining employees.
 - E. Acrylic plastic or glass cover shall be placed as screens/barriers between personnel and customers in the cashier/receiving counter. The plastic or glass covers shall be wiped with alcohol every one (1) hour or more frequently if necessary.
 - F. No physical contact is allowed as trays shall be provided.
 - G. Visible floor markings for guidance of customers in queuing.

Kristine V. Tubales
KRISTINE V. TUBALES
CONTRACTOR

Andrea D. Domingo
ANDREA D. DOMINGO
Witness - PAGCOR

ANDREA D. DOMINGO
Chairman and CEO, PAGCOR

- H. Proper ventilation in the establishment.
- I. Service Provider must allot a space in dining area for PAGCOR employees separate from the dining customers

PRICING, BILLING, AND PAYMENT:

1. The menu price shall be VAT Exclusive and Zero-Rated and shall already include all applicable fees and charges.
2. The **CONTRACTOR** shall periodically send its billing to Ronquillo Satellite HR Office on a monthly basis with the meal and snack tickets filled up and signed by PAGCOR employees as basis of payment. Basis of computation for the billing will be as follows:

Meal = Ninety Pesos (PhP 90.00)
 Snack= Sixty Pesos (PhP60.00)

II. F&B BUDGET and SCHEDULE OF PAYMENT

1. The total contract price for this Service Contract shall be Thirty-One Million Ninety Thousand Five Hundred Pesos (PhP31,090,500.00), VAT Exclusive Zero-Rated Transaction, for a period of **three (3) years** or upon exhaustion of the contract price, whichever comes first (the "Contract Price").
2. Payment shall be based on actual consumption and billing and shall be subject to the appropriate withholding taxes.
3. **PAGCOR** shall not be under any obligation to pay the **CONTRACTOR** the entire amount of the Contract Price. Moreover, the aggregate billings under this Contract shall not exceed the total Contract Price.
4. The unit cost per meal shall be based on the unit cost reflected in the Schedule of Prices list as mutually agreed upon by both parties.
5. The **CONTRACTOR** shall submit a VAT exclusive and zero rated billing statement to **PAGCOR** every month together with the corresponding meal and snack coupons/invoices duly signed by the employees of **PAGCOR**. **PAGCOR** shall pay the billing statement within thirty (30) days from its receipt of the billing statement provided that any additional, necessary and/or required supporting documents are submitted by the **CONTRACTOR** and are verified by **PAGCOR**.
6. **PAGCOR** shall not be liable for any other costs except as provided for under this Contract.

III. CONTRACT TERM

1. This Contract shall commence from the date of receipt of the winning bidder of the Notice to Proceed for a period of Three (3) years or upon exhaustion of the contract price, whichever comes first.

Anna Carmina Sta Ana
 ANNA CARMINA STA ANA
 Witness - Contractor

Kristine N. Flores
 KRISTINE N. FLORES
 CONTRACTOR

Andrea D. Domingo
 ANDREA D. DOMINGO
 Witness - PAGCOR

ANDREA D. DOMINGO
 Chairman and CEO, PAGCOR

Mamela
ANNA CARMONA STANAGA
Witness - Contractor

Kristine V. Flores
KRISTINE V. FLORES
CONTRACTOR

GM
JEMERO Z. CHANGOCO
Witness - PAGCOR

ANDREA D. DOMINGO
Chairman and CEO, PAGCOR

2. **PAGCOR** may terminate this Contract with or without cause, without need for judicial intervention, and without incurring any obligation whatsoever, upon thirty (30) days written notice to the **CONTRACTOR**.
3. Should **CONTRACTOR** incur delay in the performance of its obligations, the **CONTRACTOR** shall pay liquidated damages equal to one-tenth (1/10) of one percent of (1%) of the cost of the delayed Service for everyday of delay, including Sundays and Holidays, until such service is finally rendered and accepted by **PAGCOR**. Such amount shall be deducted from any money due, or which may become due to the **CONTRACTOR** or collected from any securities or warranties posted by the **CONTRACTOR**. In case the total sum of liquidated damages reaches ten percent (10%) of the total contract price, **PAGCOR** may rescind the contract and impose appropriate sanctions over and above the liquidated damages to be paid.
4. In case the **CONTRACTOR** still fails to deliver the Services after the lapse of thirty (30) days from the supposed date of implementation as provided for in this Contract, **PAGCOR** shall have the option to terminate the Contract, without prejudice to other courses of action and remedies open to it.

IV. NO EMPLOYER-EMPLOYEE OR AGENCY/PARTNERSHIP RELATIONSHIP

1. There shall be no employer-employee relationship between **PAGCOR** and the employees of the **CONTRACTOR**. The **CONTRACTOR** shall have the entire charge, control and supervision of the Services herein agreed upon. The **CONTRACTOR** shall be responsible for all acts and omissions of its agents, personnel and all persons allowed by it to have access to **PAGCOR's** premises, for any injury which may be caused to any person or property while remaining either casually or in business in any part of **PAGCOR's** premises. Any accident, injury or sickness of any kind, or death that may occur to any agent, personnel of the **CONTRACTOR** consequent to the performance of the Services under this Service Contract shall be the **CONTRACTOR's** sole responsibility. The **CONTRACTOR** further binds itself to indemnify and hold **PAGCOR** free and harmless from any claim on account of the aforementioned injuries or damages.
2. Any offense committed by any of the **CONTRACTOR's** personnel shall constitute a breach of this Service Contract. **PAGCOR** shall communicate to the **CONTRACTOR** all instances of such breach for immediate and appropriate action by the **CONTRACTOR**.
3. The **CONTRACTOR** shall comply with all of obligations as an employer under the *Labor Code*, its implementing rules and regulations and all other applicable laws and regulations. Non-compliance therewith shall be for its exclusive risk and responsibility and shall constitute a violation of and a ground for the termination of this Service Contract.
4. The relationship between the parties shall be limited to the performance of the Services as stipulated under this Service Contract. Nothing herein 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 Service Contract, or to borrow money on behalf of another party, or to use the credit of any party for any purpose.

V. WARRANTIES, CLEARANCES, PERMITS, LICENSES and TAXES

1. The **CONTRACTOR** warrants that there are no actions, suits or proceedings pending or threatened, which may have a material adverse effect on its ability to fulfill its obligations under this Contract or on its operations, business, properties, assets or business condition.
2. All taxes, amounts, claims, and expenses pertaining to clearances, licenses, permits, registrations or renewals thereof, required by **PAGCOR** or the appropriate government entities for the Services to be performed under this Service Contract shall be for the exclusive account of **CONTRACTOR**.
3. The **CONTRACTOR** shall pay its taxes in full and on time. The **CONTRACTOR** shall also present a tax clearance from the Bureau of Internal Revenue (BIR) and a copy of its income and business tax returns, duly stamped, received and validated by the BIR, indicating the tax payments made thereon. Its failure to do so shall entitle **PAGCOR** to suspend payment for services rendered by the **CONTRACTOR**.

VI. INDEMNIFICATION

1. The **CONTRACTOR** will defend, protect, indemnify, and hold **PAGCOR** harmless from any and all adverse claims that may be made by any party in connection with this Service Contract. The indemnification is limited to the services delivered to **PAGCOR** by the **CONTRACTOR** and does not cover third party claims not authorized by the **CONTRACTOR**.
2. The **CONTRACTOR** hereby holds **PAGCOR** its guests, corporate affiliates, directors, officers, employees and agents free and harmless from any and all actions or liabilities arising out of this Service Contract, including, without being limited to, claims for unpaid and back wages, regularization, and other terms and conditions of employment, as well as civil and criminal liabilities that the **CONTRACTOR** and/or **PAGCOR** may incur as a result of, or arising out of, the conduct and/or pursuit of Services and to indemnify the **PAGCOR** from and against the costs of defending any action, suit or proceedings, including legal fees or other expenses incurred in relation to any such claims mentioned above.
3. The **CONTRACTOR** shall indemnify and shall hold **PAGCOR**, its directors, officers, employees, agents, customers and guests and corporate affiliates and any employee or agent thereof (each of the foregoing, being hereinafter referred to individually as the "Indemnified Party") free and harmless against any and all liability to third parties (other than liability solely the fault of the indemnified party) arising from the negligence of the **CONTRACTOR** or its agents 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 **CONTRACTOR's** services.
4. The **CONTRACTOR** agrees to protect and to exercise due care and proper handling of the properties of **PAGCOR** during the performance of the

Monacelli
ANNA CAPRININI STA ANA
Witness - Contractor

Remmond
ROSTINE V. FORTES
CONTRACTOR

[Signature]
GEORGE Z. ANANCO
Witness - PAGCOR

ANDREA D. DOMINGO
Chairman and CEO, PAGCOR

[Handwritten mark]

Monale
 ANNA GRAMINA - JTD BNA
 Witness - Contractor

Services. The **CONTRACTOR** shall be jointly and severally liable with its personnel and shall indemnify and hold **PAGCOR** free and harmless for any death, injury or damage to **PAGCOR** and to third person or loss, breakage, or destruction of properties, as a consequence of the **CONTRACTOR's** acts or omissions, willful intent or negligence, during the performance of the Services or its obligations under this Service Contract.

- The **CONTRACTOR** shall be liable in case of theft, robbery or any loss to **PAGCOR's** premises serviced by the **CONTRACTOR's** personnel. The **CONTRACTOR** hereby agrees to replace, repair or restitute any loss involving its personnel.

VII. PERFORMANCE SECURITY

The **CONTRACTOR** shall post a Performance Security (the "Security") for the benefit of **PAGCOR**, conditioned on former's compliance with all its obligations under this Service Contract, prior to the signing of the Service Contract, in accordance with any of the following schedule:

Jennifer
 KRISTINE V. FLORES
 CONTRACTOR

Form of Security	Amount in Percentage of Total Contract Price
Cash, cashier's/manager's check, issued by a Universal or Commercial Bank.	Five Percent (5%) One Million Five Hundred Fifty-Four Thousand Five Hundred Twenty-Five Pesos (PhP 1,554,525.00)
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank; Provided, however, that it shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank.	
Surety Bond (which is acceptable to PAGCOR) callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such authority.	Thirty Percent (30%) Nine Million Three Hundred Twenty-Seven Thousand One Hundred Fifty Pesos (PhP9,327,150.00)

[Signature]
 JERICO Z. CHANGCO
 Witness - PAGCOR

The Performance Security shall remain valid until the issuance of the final Certificate of Acceptance. It may be released only after the issuance of the final Certificate of Acceptance of the Services, provided that there are no claims filed against the **CONTRACTOR** or the surety company.

VIII. CLAIMS AND DISPUTES

All claims and disputes relating to or arising out of this Contract, shall as much as possible, 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 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.

ANDREA D. DOMINGO
 Chairman and CEO, PAGCOR

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IX. MISCELLANEOUS PROVISIONS

- a) In the event that the facts and circumstances arise or are discovered which render this Contract disadvantageous to the Government, the parties, hereto agree immediately to re-negotiate its terms and conditions, or at the option of PAGCOR, terminate the same.
- b) No terms and conditions of this Contract shall be waived and no breach or default excuse unless such waiver or excuse shall be in writing and signed by the party affected.
- c) This Contract, and all rights and interests herein, may not be assigned or sub-contracted to another without prior consent of the other party.
- d) All notices and other communications provided for or permitted hereunder shall be in writing and sent to the parties at their respective addresses as indicate in this Contract.
- e) If any provision hereof is prohibited or made unenforceable under any applicable law of by a competent court or authority, the same shall not affect any other provision of this Contract, which are otherwise valid and enforceable.
- f) 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 to the parties at law or in equity, but each right or remedy shall be cumulative of every other right or remedy available to them.
- g) This Contract constitutes the entire agreement between the parties pertaining to the subject matter contained in it, and supersedes all prior and/or contemporaneous agreements, representations, warranties and understanding of the parties.
- h) No supplemental, variation or amendment of this Contract shall be binding unless executed by the parties in writing.

Alonzo
 ALONZO
 Witness - Contractor

Kristine V. Flores
 KRISTINE V. FLORES
 CONTRACTOR

Andrea D. Domingo
 ANDREA D. DOMINGO
 Witness - PAGCOR

ANDREA D. DOMINGO
 Chairman and CEO, PAGCOR

IN WITNESS WHEREOF, the parties hereto have signed these presents on this _____ day of _____, 20__ in _____.

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

TREESIDE FOODS, INC.
TIN: 002-479-339-000

Represented by:

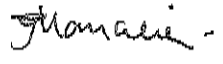
Represented by:


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


KRISTINE V. FLORES
Operations Manager
TIN: 266-753-009

Signed in the presence of:


GM JETHRO Z. CHANCOCO


ANNA CARMINDA STA ANA

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in City of Manila, Philippines, this
_____ day of 29 JUN 2022, 2022, personally appeared:

NAME

ANDREA D. DOMINGO

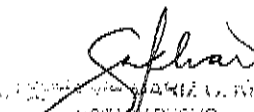
GOVERNMENT ID NO.

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 instrument consisting of fourteen (14) pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is her free and voluntary act and deed and that of the Corporation she represents.

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

Doc No. 293 ;
Page No. 60 ;
Book No. V ;
Series of 2022.
MCLE Compliance No. _____


S. DOMINIC DELA CRUZ, JR.
NOTARY PUBLIC
IN AND FOR THE CITY OF MANILA
6TH FLR, NEW WORLD MANILA BAY HOTEL & CASINO
M.H. DEL PILAR ST, MALATE, MANILA
Comm. No. 2021-010 for 12-31-22
PTR No. 01021315-10-01-01-12-31-2022, Manila
Roll No. 70216-10-01-01-01-12-31-2022, Manila Chapter IV
MCLE No. VII for 12-31-22 Valid Until 4-14-2025

Memoranda
ANNA CRUZ SPA STA AND

Remarried
PRISMA V. FLORES

Witness
ENRIQUE CHANDAO

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
MANILA) S.S.

BEFORE ME, a Notary Public for and in City of MANILA, Philippines, this
22 day of June, 2022, personally appeared:

NAME

KRISTINE V. FLORES

GOVERNMENT ID NO.

Passport No. P8580438B
Issue Date: December 27, 2021
Place of Issue: DFA Manila
Validity Period: December 26, 2031

known to me and known to be the same person who executed the foregoing instrument consisting of fourteen (14) pages, including the page whereon the acknowledgments is written and acknowledged before me that the same is her free and voluntary act and deed and that of the Corporation she represents.

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

Doc No. 46 ;
Page No. 10 ;
Book No. LXXXVI ;
Series of 2022.
MCLE Compliance No. _____

ATTY. LEONARDO A. SARMIENTO III
Notary Public for the City of Manila
Notarial Commission No. 2020-049
Until June 30, 2022
517 Lakandula St. Tondo, Manila
Roll of Attorney No. 56618
PTR OR No. 0154919/ 01-04-2022/ Mia
IBP OR No. 094682/ 01-04-2022/ Mia
MCLE No. VI-0022748/ 04-02-19

Attested
ANNA CRISTINA STANON

Witness
KRISTINE V. FLORES

Notary Public
LEONARDO A. SARMIENTO III