

Sign
Date:

PHILIPPINE AMUSEMENT AND GAMING CORPORATION
New World Manila Bay Hotel, Malate, Manila

LEGAL SERVICES GROUP



MEMORANDUM

December 15, 2017

FOR : THE ASSISTANT VICE PRESIDENT
Gaming Licensing and Development Department

FROM : THE VICE PRESIDENT

SUBJECT : KICK-OFF CONFERENCE

BY: 1204 TIME: 11:49

This refers to your December 13, 2017 Memorandum, forwarding to the LSG's review, the proposed agreement between PAGCOR and Manila Hotel for the Kick-Off Conference (Event), to be attended by the President Rodrigo R. Duterte, the Casino Licensees and PAGCOR Representatives on January 11, 2018 at the Manila Hotel.

We noted that the Event and the corresponding budget therefor have been approved by the PAGCOR Board of Directors on December 6, 2017. After going over the terms and conditions (T&C) proposed by the Manila Hotel, we find the said T&C fair enough and not disadvantageous to PAGCOR.

Considering that Manila Hotel is a known venue and service provider for holding functions/events similar to the Kick-Off Conference, the proposal may be accepted by PAGCOR.

This review is based solely on the facts and documents disclosed to us. We have not passed upon the technical or commercial aspects of the subject. Nothing herein should be construed as being applicable to other situations, the facts and pertinent documents of which have not been related to us.

For your consideration.

A handwritten signature in black ink, appearing to read "Roderick R. Consolacion".

RODERICK R. CONSOLACION

CTS No. 20171218-102520

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December 14, 2017 (Revision from December 13, 2017)

AVP RAMON STEPHEN VILLAFLO
Gaming Licensing and Development Department
Philippine Amusement and Gaming Corporation (PAGCOR)
PAGCOR House, 1130 Roxas Blvd.,
Ermita, Manila
(02) 521-1542 loc. 382
marilou.arao@pagcor.ph

Dear Mr. Villaflo,

Thank you for choosing Manila Hotel as the venue for **CONFERENCE with the PAGCOR LICENSEES** scheduled on **January 11, 2018 / Thursday**. We are delighted to propose the following for your confirmation:

BANQUET REQUIREMENTS:

Date/Day	Time	Activity	Venue/setup	# of Pax / meal	Rate	Sub Total	Total
11 Jan 2018 Thurs	6:00pm – 11:00pm	Cocktails and Plated Dinner	Champagne Room (Rounds)	150	Php3,500.00 net/pax	Php 525,000.00 net	Php 664,000.00 net
		Crew meals with 1 round of standard drink	Roma Salon (Rounds)	278	Php500.00 net/pax/meal	Php139,00.00 net	

MENU: Please see attached for your reference.

BEVERAGE:

- For Standard Drink Orders such as iced tea, chilled juices, soft drinks or local beer we offer at **Php150net/glass**.
- Open Bar Rates / Hour:
 Php350.00net/pax – Non-alcoholic drinks only (iced tea, chilled juices, soft drinks).
 Php500.00net/pax – Non-alcoholic drinks, local beer, red and white wine.
- On per consumption basis (please see attached beverage list).

Note: All corkage fees for wines or liquor – waived.

- *Above rates are inclusive of 10% Service charge and applicable government taxes.
- *The Hotel requires the final menu option for the event two (2) weeks before the event. Should you need more time to submit the final menu option, please let us know or otherwise it will be on Chef's discretion.
- *The Hotel will provide 10% or 50 covers whichever is lower as buffer base on the guaranteed number of persons for any unexpected overflow.

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*The Hotel will allow any increase in number of guaranteed persons using the same rate two (2) days before the function. In the event you will increase in guarantee one (1) day before event, the Hotel will automatically incorporate 15% Surcharge on top of the agreed rate.

FUNCTION ROOM:

1. The maximum capacity of Champagne Room is 150 persons base round table setup.
2. Standard ingress is 3 hours before the event. For early ingress, applicable minimum rental charges may apply. Subject to availability.
3. Should you need to extend number of hours for your event, PHP15,000.00 net/hour will apply for the use of the Champagne Room, subject to management discretion. A fraction of an hour is considered one hour.

SET-UP:

The Hotel can provide the following

- Stage (Platform)
- Classroom Set-up / Round Tables of 10's (Basic arrangement)
- Registration table at the Entrance
- Rostrum / Podium
- Complimentary floral décor for Round Tables
- Basic Sound System (Microphones, CD Player, EV Speakers)
- Pads, Pencils and Mint Candies
- Namecards/Placecards for VIP Tables
- White board / Flip charts with markers
- Projection Screen

ADDITIONAL REQUIREMENTS: (RENTALS)

- Lapel Microphone rental at Php1,500net/day
- Electricity Charge per equipment at Php3,000net/day
- LCD Projector (3k) Ansi lumens with 9x12ft Screen at Php10,000net/day

BILLING/CONFIRMATION ARRANGEMENTS:

1. Full payment is required 2 days right after the event in cash or credit card only.

OPTION DATE:

1. If we do not receive your confirmation and/or confirmation deposit on or before the agreed date, the Hotel reserves the right to automatically release the space/booking to give way to other interested group.
2. If other group will inquire on the same venue, we will still provide you 1 to 2 days after your option date to confirm or otherwise we will release your tentative status and place your booking on waitlisted option.

TERMS AND CONDITIONS:

By signing and returning this proposal on or before **December 14, 2017/Thursday**, this agreement will constitute a binding contract between **THE MANILA HOTEL** and **PAGCOR**. The individuals whose signatures are affixed below, is hereby authorized to

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bind his or her party to this agreement. In the event that a fully signed copy of this agreement is not received by the Hotel on the specified date above, all function spaces referred herein will be released automatically without further notice, and neither party will have any obligation under this agreement.

ENTRANCE AND EXIT DOORS:

All Entrance and Exit Doors of the function rooms should not, at any point, be covered/obstructed by the lay-out, set up, equipment and/or any materials/props of the organizer for safety and security reasons.

The Hotel has the right to take-out and break down anything that will obstruct the free passage of guests in case of emergency.

MEALS FROM OUTSIDE THE HOTEL

To maintain the highest quality standard of hygiene and sanitation of the Hotel, as well as for the safety and well-being of all guests, event attendees, contractors and suppliers of the event organizers, it is prohibited to bring in any food and beverage and all other consumable items, apart from those provided by the Hotel.

As support to the event organizers, a minimal fee of **PHP350 net/pax** for crew meal shall be made available for the contractors and crew of organizers.

PARKING:

The Hotel will provide complimentary parking stubs base on the agreement. Should the guests need more and there are available parking slots, a flat rate at PHP150.00 net/vehicle will be charged for the whole duration of the event.

SECURITY:

The Hotel is equipped with Closed Circuit TV monitoring (CCTV) within the premises and with trained security personnel. Full inspection of guests will be strictly implemented from vehicle to our security scanner at lobby entrance. We encourage all guests to secure their belongings within the vicinity. The Hotel, shall in no instance, be held liable for any loss or damage of such items or personal belongings.

FORCE MAJEURE:

Manila Hotel is not liable or responsible for any failure to perform, or delay in performance of any of the Hotel's obligation under this Agreement that is caused by events beyond Hotel's reasonable control ("Force Majeure Event") in particular (without limitation) such as:

- (a) Unavailability of public or private telecommunication networks
- (b) Acts, decrees, legislation, regulations of restrictions of any government or
- (c) Strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attacks or threats of terrorists, war (whether declared or not) or any natural disaster.

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Manila Hotel's performance under this Agreement is deemed to be suspended for the period that Force Majeure Event continues, and the Hotel will have an extension of time for performance for the duration of that period.

CANCELLATION CLAUSE:

If the function is cancelled within one (1) month before the scheduled date, the deposit will automatically be forfeited in favor of the Hotel.

If the function is cancelled within two (2) weeks before the scheduled date, all amounts due the Hotel, whether paid or unpaid, as of the date of the cancellation shall be forfeited in favor of and to the Hotel.

POSTPONEMENT CLAUSE:

If notice of postponement is made less than five (5) months prior to the function, the same result to forfeiture of the amount deposit to the Hotel.

We hope that our proposal merits approval. Should you have further queries, pleased do not hesitate to call the undersigned at 527-0011 local 1273.

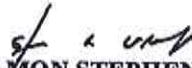
We look forward to being of service to you and your distinguished guests and making your function a success.

FOR AND ON BEHALF OF
THE MANILA HOTEL



MS. NOHEZI SORIANO
Events Account Manager

CONFORME:
PAGCOR


AVP RAMON STEPHEN VILLAFLOR
Gaming Licensing and Development Dept.

Noted by:

MS. NATALIE TORRES-RAMIREZ
VP -Sales