

SERVICE CONTRACT

This SERVICE CONTRACT is entered into and executed by and between:

PHILIPPINE AMUSEMENT AND GAMING CORPORATION (PAGCOR), a government owned and controlled corporation created and existing by virtue of *Presidential Decree 1869*, as amended, with office address at the PAGCOR Executive Office, Fifth (5th) Floor, New World Manila Bay Hotel, 1588 MH Del Pilar cor. Pedro Gil Street., Malate, Manila, represented in this act by its Chairman and Chief Executive Officer **ANDREA D. DOMINGO**, hereinafter referred to as "**PAGCOR**";

- and -

MANILA GRAND OPERA HOTEL, INC., a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at 521 Doroteo Jose Street corner Rizal Avenue, Sta Cruz, Manila, represented in this act by its General Manager, **RODNEY C. ROBOSA**, hereinafter referred to as the "**CONTRACTOR**".

A copy of the duly notarized Secretary Certificate is hereto attached as Annex "A"

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.

RECITALS:

WHEREAS, PAGCOR requires food and beverage services for its Casino Officers and Employees of Satellite Operations Group 1 (SOG 1)'s Manila Grand Opera Satellite Area 4 and Area 7 under ITB No. DC16-025 (the "Services");

WHEREAS, pursuant to Section 50 (c) of the Implementing Rules and Regulations (IRR) of Republic Act (R.A.) 9184, the CONTRACTOR has submitted the single calculated responsive quotation 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:

I. SCOPE OF SERVICES

The CONTRACTOR undertakes to provide the Services, specifically, the provision of meals and/or snacks and the incidental services for sanitation and cleaning, including all the necessary labor, materials, supplies and equipment, to PAGCOR Manila Grand Opera Satellite, Satellite Operations Group (SOG) 1, in accordance with the following technical

Page 1 of 13

Procurement of the Supply and Delivery of Two (2) Lots Three (3) Years Food and Beverage Requirements of Casino Officers and Employees of Satellite Operations Group 1 (SOG 1)'s Manila Grand Opera Satellite Area 4 and Area 7 under ITB No. DC16-025

FE M. RAMOS

MENU		
	ITEM	Grams per Serving
Pork	Pork Adobo	150 grams
Beef	Mechado	150 grams
Chicken	Fried Chicken	150 grams
Fish	Sinigang na Bangus sa Sampalok	150 grams
Rice	FULL SIZE measuring cup HALF SIZE measuring cup	150 grams
Vegetables	Chopsuey	150 grams
Desserts	Fruit Salad	150 grams
Breakfast	Combo Meal w/ 1 egg & 1 cup rice	
	Tapa	100 grams
	Tocino	100 grams
	Longganisa	100 grams
	Luncheon Meat	2 slices = 100 grams
	Corned Beef	100 grams
	Hotdog regular size	2 pcs.
Snacks	Pancit Canton/Bihon Palabok	200 grams
	Turon	One whole banana
	Hotdog Sandwich w/ cheese	
Dessert	Fresh Fruit (ex. Banana)	
	Pastries Salad	
MEAL: Choice of 1 Meat or Fish Vegetable Rice (Maximum of two (2) cups) Dessert Drink		

1. The CONTRACTOR should provide Purified Drinking Water in Hot and Cold Water Dispenser at all times. Clean drinking glasses must be available at all times.
2. The CONTRACTOR must make available seasoning/spices like black pepper, chili sauce, vinegar, soy sauce, fish sauce at all times. Hot food should be served hot; cold food should be served cold.
3. The CONTRACTOR shall submit to the Administrative Office of SOG 1 at Ronquillo Satellite the monthly menu cycle two weeks before the month.
4. The menu should consist of varied selections from vegetables, fruits, pork, beef, chicken, fish and seafood. Vegetables should always be available.

5. Dessert should vary like fresh fruits salad (fruit, buko, buko pandan) and sweets (e.g. ube jam, leche flan, macaroons)
6. The menu should include viands using different methods of cooking (grilled, steamed, fried).
7. Color combination and food presentation must be observed.
8. Food served must not appear too oily or soaked in its own fat.
9. Food arrangement should be garnished and attractive.
10. Texture and consistency should be observed accordingly.
11. Two (2) or more foods with strong flavors should be avoided in the same meal.
12. Salty food choices should not be present in the same meal schedule.
13. Portion control in serving viands must be observed and standardized.
14. Actual food served must be at least 85% compliant with the approved menu.
15. Fat portions in meat should be trimmed.
16. Processed and/or canned foods should be limited to not more than two (2) times a week.
17. The CONTRACTOR's shall have interest and commitment to service 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.
18. The CONTRACTOR's shall agree to prepare the healthy meal according to the approved budget for the employees.

GENERAL REQUIREMENTS:

1. The menu price shall be VAT- Exclusive and zero-rated and shall already include all applicable fees and charges.
2. The CONTRACTOR shall not amend the menu without the prior written consent of PAGCOR. The prices herein agreed shall not be subject to any increase or upward adjustment for any reason or cause whatsoever for the duration of the Contract.
3. The CONTRACTOR shall be responsible for the cleanliness and sanitation of the F & B Area.

4. 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, micro-wave ovens, grills; and
 - f. Spices and clean containers for the different food ingredients
5. The CONTRACTOR has 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.
6. The utensils shall be sterilized, kept clean, and dried properly.
7. The CONTRACTOR shall provide the Services twenty-four (24) hours a day, seven (7) days a week or in accordance with the operations of Satellite Operations Group (SOG) 1's Manila Grand Opera Satellite (MGO).
8. 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, its customers/clientele and or guests.
9. The CONTRACTOR's 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, agents, customers and guests.
10. The CONTRACTOR's personnel shall secure from the responsible government agency a health/sanitary permit. The CONTRACTOR's personnel shall secure from the responsible government agency a health/sanitary permit/clearance and submit the same to PAGCOR. The CONTRACTOR shall not field any of its personnel without the requisite government health/sanitary permit/clearance.
11. The CONTRACTOR 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;
 - d) Personnel with wounds/sores shall not be allowed to work.
12. The CONTRACTOR'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 CONTRACTOR.
13. PAGCOR may require the replacement of any of the CONTRACTOR's personnel who is not performing his/her duties and responsibilities to PAGCOR's satisfaction. The CONTRACTOR's shall not unilaterally pull out any of its personnel without the conformity of PAGCOR.

14. In the event that the CONTRACTOR's fails to comply with any of its undertakings, as set forth in this Service Contract, PAGCOR shall be released from its obligations under this Service Contract, without prejudice to its rights of restitution, recovery and damages.
15. This Service Contract, and all the rights and interests herein, may not be assigned or sub-contracted to another without the consent of the other party.
16. In the event that facts and circumstances arise or are discovered which render this Contract disadvantageous to the Government, as determined by PAGCOR, the Parties hereto agree to immediately to renegotiate its terms and conditions, or at the option of PAGCOR, terminate the same.
17. This Service Contract constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous contracts, representations, warranties and understandings of the parties. No supplement, variation or amendment to this Service Contract shall be binding unless executed in writing by all the parties thereto.
18. The CONTRACTOR shall periodically send its billing to SOG 1 Central Office at Ronquillo Satellite on a weekly basis with the corresponding meal and snack tickets/stubs duly signed by the employees or invoices signed by PAGCOR officers of MGO Satellite availing of F&B as basis of payment.
19. Payment shall be based on actual billing and consumption and shall not exceed the total contract price.
20. The allocated budget per employee shall not exceed One Hundred Fifty Pesos (PhP150.00) per eight (8) duty shift broken down to Ninety Pesos (PhP 90.00) for meal and Sixty Pesos (PhP 60.00) for snack.
21. Payment schedule shall be within thirty (30) calendar days upon receipt of Billing Statement.
22. The minimum period of warranty of goods/items must not be less than three (3) months expiry date.

PERSONNEL

1. The CONTRACTOR must provide the following personnel per shift during casino operations:
 - b. At least one (1) cook;
 - c. At least one (1) dishwasher;
 - d. At least one (1) busboy; and
 - e. At least two (2) servers
2. The CONTRACTOR's personnel shall exercise prompt delivery of service.

Schedule for the serving of Meals and Snacks shall be:

5:00 AM – 9:00 AM	- AM SNACK
10:00 AM – 2:00 PM	- LUNCH
3:00 PM – 5:00 PM	- PM SNACK
6:00 PM - 10:00 PM	- DINNER
11:00 PM - 2:00 AM	- MIDNIGHT SNACK
2:00 AM - 5:00 AM	- BREAKFAST

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FE M. RAMOS

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3. The CONTRACTOR's personnel shall observe the practice of "Clean as You Go" policy.

FOOD HANDLING

1. Food Servers: 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 a cold temperature.

3. Heating of food must be available upon request.

4. If food will be cooked in a different location, the CONTRACTOR must transport food that is tightly covered at least thirty (30) minutes before the service.

5. The CONTRACTOR must not use disposable plates, spoons, forks, cups and glasses.

QUALIFICATIONS:

1. The establishment should be located within Manila Grand Opera (MGO) Hotel, but outside of PAGCOR leased areas. No rental shall be charged by PAGCOR.

2. The CONTRACTOR must have at least three (3) years experience in the restaurant industry.

3. The CONTRACTOR shall be responsible for the following:

- 3.1 All cost of improvement on the area occupied by the CONTRACTOR shall be for the account of the CONTRACTOR subject to the existing guidelines adopted and contract obligations complied by PAGCOR;
- 3.2 Refurbishment of furniture and fixtures including lighting fixtures in the dining area shall be for the account of the CONTRACTOR;
- 3.3 Payment of Utility Charges. All electricity and water bills and other charges necessary and incidental to the operation of the CONTRACTOR shall be for its account.

II. CONTRACT PRICE and SCHEDULE OF PAYMENT

1. The total contract price (the Contract Price) for this Service Contract shall be as follows:

DESCRIPTION	CONTRACT PRICE (VAT-Exclusive, Zero-Rated Transaction) [FOR ONE (1) YEAR]	CONTRACT PRICE (VAT-Exclusive, Zero-Rated Transaction) [FOR THREE (3) YEARS]
Casino Officers And Employees of Manila Grand Opera Satellite Area 4 Slot Machine (S.M)	One Million Two Hundred Thousand Pesos (PhP1,200,000.00)	Three Million Six Hundred Thousand Pesos (PhP3,600,000.00)
Casino Officers and Employees of Manila Grand Opera Satellite Area 7 (Gaming)	Two Million Eight Hundred Thousand Pesos (PhP2,800,000.00)	Eight Million Four Hundred Thousand Pesos (PhP8,400,000.00)

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 Contract Price.

4. The CONTRACTOR shall submit a VAT Exclusive and Zero Rated billing statement to PAGCOR on a weekly basis together with corresponding coupons/invoices duly signed by the approving authority/authorized signatories of the Branch. However, F&B items/billings found unsatisfactory and/or not conformed to by PAGCOR shall not be paid. PAGCOR shall pay the billing statement within thirty (30) calendar 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.

5. PAGCOR shall not be liable for any other costs except as provided for under this Contract.

III. CONTRACT TERM

1. This Contract shall be in force for the period of three (3) years and shall commence on the effectivity date provided in the Notice to Proceed. However, this Contract shall be automatically terminated if the Contract Price is exhausted before the termination date.

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.

FE M RAMOS

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3. Should the CONTRACTOR incur delay in the performance of its obligations, CONTRACTOR shall pay a penalty of one-tenth of one percent (1/10 of 1%) of the total cost of the unperformed portion for everyday of delay, including Sundays and Holidays, beyond the specific period. The maximum deduction shall be ten percent (10%) of the amount of the Contract. Once the cumulative amount of liquidated damages reaches ten percent (10%) of the amount of the Agreement, PAGCOR shall have the option to rescind the Contract, without prejudice to other courses of action and remedies open to it.

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 its 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 the 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 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.

5. 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 as a guarantee for former's compliance with its obligation under this Contract. The Security shall be posted prior to the signing of the Contract, in accordance with any of the following schedule:

Allowable Form of Performance Security	Percentage Amount of the Contract Price				
Retention Money or Cash [PAGCOR shall deduct five percent (5%) retention money for every progress payment provided that it should not exceed five percent (5%) of the contract price]	<p>Five Percent (5%)</p> <p>Total: Six Hundred Thousand Pesos (PhP600,000.00)</p>				
Cashier's/manager's check issued by a Universal or Commercial Bank;	<table border="1"> <tr> <td style="text-align: center;">Lot 1</td> <td style="text-align: center;">One Hundred Eighty Thousand Pesos (PhP180,000.00)</td> </tr> <tr> <td style="text-align: center;">Lot 2</td> <td style="text-align: center;">Four Hundred Twenty Thousand Pesos (PhP420,000.00)</td> </tr> </table>	Lot 1	One Hundred Eighty Thousand Pesos (PhP180,000.00)	Lot 2	Four Hundred Twenty Thousand Pesos (PhP420,000.00)
Lot 1	One Hundred Eighty Thousand Pesos (PhP180,000.00)				
Lot 2	Four Hundred Twenty Thousand Pesos (PhP420,000.00)				
Bank draft/guarantee or irrevocable letter of credit issued by a Universal or Commercial Bank, Provided however that if issued by a foreign bank, it shall be duly confirmed by a Universal or Commercial Bank; or					
Surety Bond issued by a surety or insurance company duly certified by the Insurance Commission to issue said security, Specific for the contract awarded.	<p>Thirty Percent (30%)</p> <p>Total: Three Million Six Hundred Thousand Pesos (PhP3,600,000.00)</p> <table border="1"> <tr> <td style="text-align: center;">Lot 1</td> <td style="text-align: center;">One Million Eighty Thousand Pesos (PhP1,080,000.00)</td> </tr> <tr> <td style="text-align: center;">Lot 2</td> <td style="text-align: center;">Two Million Five Hundred Twenty Thousand Pesos (PhP2,520,000.00)</td> </tr> </table>	Lot 1	One Million Eighty Thousand Pesos (PhP1,080,000.00)	Lot 2	Two Million Five Hundred Twenty Thousand Pesos (PhP2,520,000.00)
Lot 1	One Million Eighty Thousand Pesos (PhP1,080,000.00)				
Lot 2	Two Million Five Hundred Twenty Thousand Pesos (PhP2,520,000.00)				

The Performance Security shall remain valid and shall 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.

WITNESS WHEREOF, the Parties hereto have signed these presents on this _____ day of _____, 20____ at _____.

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

MANILA GRAND OPERA HOTEL, INC
TIN: 006-663-611-000

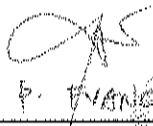
Represented by:


ANDREA D. DOMINGO
Chairman and CEO
TIN: 118-684-814

Represented by:


RODNEY C. ROBOSA
General Manager
TIN: 147-722-183

Signed in the Presence of:


ARACELI P. EVANGELISTA


MARK ANTHONY Y. SAUSA

DRAFT




ACKNOWLEDGMENT

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

BEFORE ME, this OCT 07 2016 in CITY OF MANILA, personally appeared the following persons, each of whom exhibited his/her competent evidence of identity, to wit:


NAME	Identification Document Presented	Issue and Expiry Date
ANDREA D. DOMINGO	Passport No. ECO241404	February 07, 2014 to February 05, 2019

and presented to me an integrally complete document/instrument for acknowledgement. They all represented and declared to me that they voluntarily affixed the signatures appearing on the instrument/document for the purposes stated therein and that they executed the instrument/document as their free and voluntary act and deed (and if they acted in representative capacity, they have the authority to sign in that capacity).

The instrument/document referred to is a Service Contract consisting of thirteen (13) pages including the page on which this Acknowledgement is written duly signed by the parties and their instrumental witnesses.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the date and place first above written.

Doc. No. 505
 Page No. 102
 Book No. XIV
 Series of 2016


GERHARD P. S. NOBLEJAS
 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. 2016-139 UNTIL DEC. 31, 2017
 ROLL NO. 0111178P LIFETIME NO. 05837
 MCLE COMPLIANCE NO. V-0070130
 KUBIZON CITY CHAPTER
 PTR NO. 0202295/JAN 21 2016/MANILA


FE M. RAMOS

ACKNOWLEDGMENT

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

BEFORE ME, this 23 SEP 2016 in CITY OF MANILA, personally appeared the following persons, each of whom exhibited his/her competent evidence of identity, to wit:

NAME	Identification Document Presented	Issue and Expiry Date
RODNEY C ROBOSA	DRIVER'S LICENSE N02-94-256542	August 24, 2015 To August 24, 2018

and presented to me an integrally complete document/instrument for acknowledgement. They all represented and declared to me that they voluntarily affixed the signatures appearing on the instrument/document for the purposes stated therein and that they executed the instrument/document as their free and voluntary act and deed (and if they acted in representative capacity, they have the authority to sign in that capacity).

The instrument/document referred to is a Service Contract consisting of thirteen (13) pages including the page on which this Acknowledgement is written duly signed by the parties and their instrumental witnesses.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the date and place first above written.

Doc. No. 923
Page No. 67
Book No. 2241
Series of 2016

ATTY. AUGUSTO S. PABLO
COMMISSION NO. M-758
NOTARY PUBLIC FOR CITY OF MANILA
UNTIL DECEMBER 31, 2016
ROLL OF ATTORNEYS NO. 62502
PTR NO. 0993182-1/4/16 MANILA
IBP NO. 854025/1/4/16 MANILA

FE M. RAMOS

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

SECRETARY'S CERTIFICATE

The undersigned Corporate Secretary of **MANILA GRAND OPERA HOTEL, INC.**, a corporation duly organized and existing under and by virtue of the laws of the Philippines, with office address at 521 Doroteo Jose St. corner Rizal Avenue, Sta. Cruz, Manila, Makati City, DO HEREBY DEPOSE AND STATE:

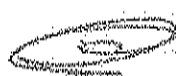
That in a special meeting of the Board of Director held last March 10, 2014, the following resolutions were unanimously passed and approved:

"RESOLVED, as it is hereby resolved that the Board hereby authorizes and appoints the General Manager, **RODNEY C. ROBOSA** or **DAMACINO D. PARCON**, Finance Head to deal, bid and transact business with Philippine Amusement and Gaming Corporation (PAGCOR) for and in behalf of Manila Grand Opera Hotel, Inc. regarding all the projects of PAGCOR.

RESOLVED FURTHER that **RODNEY C. ROBOSA** or **DAMACINO D. PARCON** are also authorized to sign, execute, receive and deliver any and all documents in connection with the above purpose."

UNANIMOUSLY APPROVED.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of March, 2014 in Makati City.

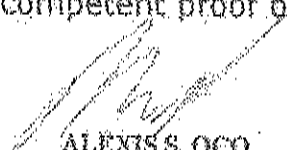

JOSE L. HILARIO
Corporate Secretary

ATTESTED BY:

D. EDWARD A. CABANGON
President

SUBSCRIBED AND SWORN to before me this MAR 18 2014, at Makati City, affiant exhibited to me his Social Security System I.D. No. 03-1064602-8 with his picture and signature as competent proof of his identity.

Doc. No. 412 ;
Page No. 92 ;
Book No. 1 ;
Series of 2014.


ALEXIS S. OCO
Notary Public
Until December 31, 2016
PTR No. 4233231/01-03-14/Makati City
DAP No. 945235/12-16-13/Corcuera Norte
TIN No. 921-062-790/Rel No. 54653
Domingo Bldg. III, 2111 China
Roca Ave., Makati City

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Handwritten signature

Handwritten number 96