

R. P. W. F. E. T. U.
Received by

8/10/21 2:45pm.
Date & Time

CONTRACT AGREEMENT

This CONTRACT made the 25th day of June 2021 between:

The CULTURAL CENTER OF THE PHILIPPINES (CCP), a government-owned and -controlled corporation, existing by virtue of Presidential Decree 15, as amended, with principal office address at CCP Complex, Roxas Boulevard, Pasay City, represented by its President, **ARSENIO J. LIZASO**, duly authorized for this purpose under Board Resolution No. L-279, Series of 2017, (Marked as Annex "A"), hereinafter referred to as "CCP";

And

[Handwritten Signature]
VISTAGREEN BUILDERS, INC., a private corporation organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at **Unit C-4 Building D.M. Guevarra Street, Mandaluyong City** represented herein by its Authorized Representative, **AVITO T. OPINIANO** duly authorized for this purposed under Board Resolution No. 21-01, Series of 2021, (Marked as Annex "B"), hereinafter referred to as the "CONTRACTOR".

CCP and CONTRACTOR shall individually be referred to as "Party" and collectively as "Parties".

ANTECEDENTS:

[Handwritten Signature]
WHEREAS, the CCP's Bids and Award Committee (BAC) invited Bids for the "MECHANICAL, ELECTRICAL, PLUMBING AND FIRE PROTECTION SYSTEMS UPGRADING, STRUCTURAL RETROFITTING AND ARCHITECTURAL RENOVATION OF THE CULTURAL CENTER OF THE PHILIPPINES MAIN BUILDING" hereinafter referred to as "PROJECT" located at CCP Complex, Roxas Boulevard, Pasay City.

WHEREAS, under the CCP-BAC Resolution No. 04-2021 marked as Annex "C", the CCP-BAC accepted and recommended for approval the Bid of the CONTRACTOR in the sum of **Four Hundred Thirty-Five Million and 00/100 (Php 435,000,000.00)**, inclusive of Value Added Tax (VAT), hereinafter called "CONTRACT PRICE"

WHEREAS, the CCP Management approved the recommendation of the BAC.

THUS, the parties agree:

1. In this CONTRACT, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to:

2. The following documents shall be attached, deemed to form, and be read and construed as part of this CONTRACT, to wit:

- (a) Copy of Advertisement of Invitation to Apply for eligibility and to Bid;
- (b) Results of Eligibility Check/screening;
- (c) Bidding Documents (Instruction to Bidders, Bid Data Sheet, Checklist Form, Bid Form, Contract Agreement Form, and Terms of Reference (TOR) and its annexes);
- (d) Contractor's Bid Form, including the Technical and Financial Proposals;
- (e) Financial Bid Form of the losing Next Bidder;
- (f) Contractor's Eligibility Documents;
- (g) Schedule of Requirements;
- (h) Technical Specifications;
- (i) General Conditions of Contract;
- (j) Special Conditions of Contract;
- (k) Minutes of Pre-Procurement Conference Meeting;
- (l) Minutes of Pre-Bid Conference Meeting;
- (m) Supplemental Bulletins;
- (n) Abstract of Bid (Evaluation of Bid);
- (o) Post-Qualification Report of the Technical Working Group;
- (p) Notice of Post Qualification/Evaluation;
- (q) BAC Resolution No. 04-2021 declaring the winner;
- (r) Notice of Post Evaluation;
- (s) Notice of Submission of Post Qualification Documents;
- (t) Notice of Award;
- (u) Performance Security;
- (v) Program of Work/Methodology and Detailed Estimate;
- (w) Approved methodology, plans, and product data/catalogue (brochures);
- (x) Organizational Chart;
- (y) Notice to Proceed;
- (z) Detailed Breakdown of the Approved Budget for the Contract (ABC);
- (aa) Detailed Breakdown of the Contract Cost / Bill of Quantities;
- (bb) Evidence of Invitation of Three (3) Observers;
- (cc) Relationship and Role of the Parties; and
- (dd) Other Contract documents that may be require by existing laws and/or CCP.

3. In consideration of the payments to be made by the CCP to the CONTRACTOR as hereinafter mentioned, the CONTRACTOR hereby covenants with the CCP to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the CONTRACT.


4. The CCP hereby covenants to pay the CONTRACTOR in consideration of the provision of the Goods and Services and the remedying of defects therein, the CONTRACT Price or such other sum as may become payable under the provisions of the CONTRACT at the time and in the manner prescribed by the CONTRACT.

5. DURATION:

- (a) The Duration of the Contract shall be **One Thousand Ninety-Five (1,095) Calendar Days or Three (3) Years** to be reckoned from the Start Date of works. This duration excludes holidays or unworkable days due to disasters and severe

weather conditions or similar extreme circumstances, as may be mutually agreed upon by CCP and the CONTRACTOR. The Start Date is upon the receipt of Notice to Proceed by the CONTRACTOR upon the effectivity date of the Contract.


The theater and its auxiliary offices be operational on the first phases of the works. All works for the theater will be scheduled on the latest possible phase to not impede on the operations of the building. The CONTRACTOR shall submit an updated PERT-CPM, list of equipment and tools, list of all personnel involved in the implementation of the PROJECT, product data/catalogue (brochures) subject for final approval prior to the commencement of work.

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- (b) In case of unworkable days due to theater unavailability, the CCP shall inform the CONTRACTOR in writing of the dates when the happening of such event will take place. Overnight works may be allowed when the day works are not available due to Main Theater events or shows as agreed upon by both parties.
 - (c) In the event the CONTRACTOR is unable to complete the Project for justifiable reasons, may be allowed an extension of another thirty (30) days without penalty, provided it secure the written approval from CCP before the expiration of the One Thousand Ninety-Five (1,095) Calendar Days period of the Project.
 - (d) The CCP shall not unreasonably withhold its consent and shall act on the CONTRACTOR's request within three (3) working days from receipt thereof.

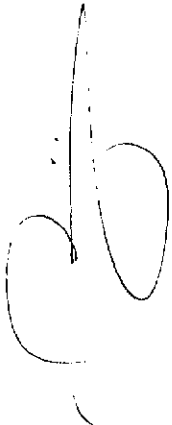
6. PAYMENT:

- (a) Payments shall be made only upon a Certification by the CCP President to the effect that the particular phase of the Project has been completed in accordance with the terms of this CONTRACT and have been duly recommended by the Construction Project Management Firm (CPMF) and accepted by CCP.

All payments are subject to the actual fund released by the Department of Budget and Management (DBM) to CCP;

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- (b) The CONTRACTOR's request(s) for payment shall be made to CCP in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and/or Services performed, and by documents submitted pursuant to this CONTRACT; and
 - (c) Pursuant to the item (b), payments shall be made by the CCP within twenty-eight (28) days after issuance of Certificate of Completion and Acceptance by CCP to the CONTRACTOR.

7. ADVANCE PAYMENT AND TERMS OF PAYMENT:

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- 1) CCP shall, upon a written request of the CONTRACTOR which shall be submitted as a contract document, make an advance payment to the CONTRACTOR in an amount not exceeding fifteen percent (15%) of the total Contract Price;

- 2) The Advance Payment shall be made only upon the submission to and acceptance by CCP of an irrevocable standby letter of credit of equivalent value from a commercial bank, a bank guarantee or a surety bond callable upon demand, issued by a surety or insurance company duly licensed by the Insurance Commission and confirmed by CCP;
- 3) The Advance Payment shall be repaid by the CONTRACTOR by deducting fifteen percent (15%) from his periodic progress payments a percentage equal to the percentage of the total Contract Price used for the Advance Payment;
- 4) The CONTRACTOR may reduce his standby letter of credit or guarantee instrument by the amounts refunded by the Monthly Certificates in the Advance Payment;
- 5) CONTRACTOR agrees to pay taxes in full and on time and that failure to do so will entitle CCP to suspend payment for any goods or services delivered by it. Moreover, the CONTRACTOR shall regularly present, within the duration of the contract, current tax clearance from the Bureau of Internal Revenue as well as copy of its income and business tax returns duly stamped and received by the Bureau of Internal Revenue and duly validated with the tax payments made thereon;
- 6) The CONTRACTOR shall be paid on a fixed fee, per deliverable basis, under the following schedule:

Progress Billing	Percentage of Accomplishment	Percentage of Claim
1 ST Billing	40%	40% of Total Contract Price as assessed & certified by CCP
2 nd Billing	60%	20% of Total Contract Price as assessed & certified by CCP
3rd Billing	80%	20% of Total Contract Price as assessed & certified by CCP
Final Billing	100%	20% of Total Contract Price as assessed & certified by CCP

- (a) Pursuant to the item 5), the CONTRACTOR may submit a Statement of Work Accomplished (SWA) or progress billing and corresponding request for progress payment for work accomplished. The SWA should show the amount which the CONTRACTOR considers itself to be entitled, to cover (a) the cumulative value of the works it executed to date, based on the items in the Bill of Quantities, and (b) adjustments made for approved variation orders executed;
- (b) CCP's Project Engineer/s and CPMF shall check the CONTRACTOR's Statement of Work Accomplishment (SWA) and certify the amount to be paid to the CONTRACTOR as progress payment. Materials and equipment delivered on the site but not completely put in place shall not be included for payment;

(c) CCP shall deduct the following from the certified gross amounts to be paid to the CONTRACTOR as progress payment:

- 1) Cumulative value of the work previously certified and paid for;
- 2) Portion of the advance payment to be recouped;
- 3) Retention money in accordance with the condition of contract;
- 4) Amount to cover third party liabilities; and
- 5) Amount to cover uncorrected discovered defects in the works.

(d) Before any payments, the CCP may require the CONTRACTOR to submit additional documents as may be necessary and proper in accordance with the Commission on Audit (COA) rules and regulations, to effect payment. The summary of list of requirements per progress payment to be submitted by the CONTRACTOR is attached as Annex "D".

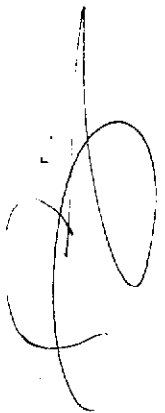



8. RETENTION:

- 7) Progress payments are subject to retention of ten percent (10%) referred to as the "retention money." Such retention shall be based on the total amount due to the CONTRACTOR prior to any deduction and shall be retained from every progress payment until fifty percent (50%) of the value of works, as determined by CCP, are completed. If, after fifty percent (50%) completion, the work is satisfactorily done and on schedule, no additional retention shall be made; otherwise, the ten percent (10%) retention shall be imposed; and
- 8) The total "retention money" shall be due for release upon final acceptance of the works and issuance of warranty bond. The CONTRACTOR may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit of from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to Government, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten percent (10%) retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of the Government shall be valid for a duration to be determined by CCP and will answer for the purpose for which the ten percent (10%) retention is intended, i.e., to cover uncorrected discovered defects and third-party liabilities.






9. WARRANTY:

- (a) The CONTRACTOR warrants that it shall conform strictly to the terms and conditions of this Terms of Reference and in the Section 12 of the General Conditions of the Contract and Special Conditions of the Contract;
 - (b) The CONTRACTOR warrants, represents and undertakes reliability of the service and that their manpower complements are hardworking, qualified, reliable and dedicated to do the service required to the satisfaction of CCP. It shall employ well-behaved and honest employees. They shall wear ID when working within the construction site. It shall not employ CCP employees and their relatives within the fourth civil degree of consanguinity or affinity to work in any category whatsoever.
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- (c) The CONTRACTOR shall comply with the laws governing employee's compensation, Philhealth, Social Security and/or labor standard and other laws, rules and regulations applicable to its personnel employed by the CONTRACTOR on account of contracted services. The CONTRACTOR shall pay its personnel not less than minimum wage and other benefits mandated by law.
 - (d) The CONTRACTOR's personnel shall take all necessary precautions for the safety of all persons and properties at or near their area of work and shall comply with all the standard and established safety regulations, rules and practices. The CONTRACTOR including the deployment of a full-time Safety Engineer on site must submit a Construction Safety and Health Program approved by the DOLE, DPWH and DOH.
 - (e) The CONTRACTOR shall guarantee its works for a five (5) year warranty period for structural works and two (2) year for equipment from the date of completion and acceptance at no additional cost to CCP. The CONTRACTOR shall repair any defects of which they are notified during that period which may appear because of faulty workmanship or materials furnished under the specifications. All replacement units/parts shall be the same quality, standard and specification.

In case of equipment failure within the two (2) year warranty period, the CONTRACTOR shall send their technicians to provide services at no additional cost to CCP to restore any of the equipment to normal operations.

After sales services and support during the warranty period and all reported defects shall be completely/satisfactorily repaired/replaced by the CONTRACTOR within 24 hours after receipt of a service report/call and/or written notice from CCP. The warranty also included further testing and commissioning once the Phase II of the fire protection system is completed.

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- (f) Any CCP property (including all art works, archival, and collections, etc.) which may be damaged as a result of the implementation of the project must be restored to its original condition or replaced by the CONTRACTOR at no cost to CCP. If the property could not be restored or replaced, the CONTRACTOR shall pay for the value of the property damaged. The value of the property shall be determined by CCP.
 - (g) All other works and requirements not expressly included in the scope of works but are necessary or are standard practices or requirements in similar installation recommended by the CPMF, shall be considered integral parts of the scope of works, provided that any additional costs that may be incurred thereby, shall be for the account of the CONTRACTOR.
 - (h) The CONTRACTOR shall hold CCP and its personnel free from any liability suit whatsoever arising from any claim by any personnel employed by the contractor to perform the duties therein.
 - (i) The CONTRACTOR shall coordinate with CCP Project Engineer/s in the performance of their jobs.
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- (j) The CONTRACTOR shall be liable for loss, damages, or injury as may be due directly through the fault or negligence of its personnel. It shall assume responsibility thereof and CCP shall be specifically released from any responsibility arising therefrom.
- (k) The CONTRACTOR shall neither assign, transfer, pledge, nor subcontract any part or interest therein without prior approval of CCP. The CONTRACTOR, prior to entering into a subcontract, shall secure the approval from the CCP subject to the condition that it should be less than fifty percent (50%) of the project cost.
- (l) The CONTRACTOR shall be solely liable to its suppliers and CCP shall be free from any liabilities that may arise from CONTRACTOR-SUPPLIER agreement.
- (m) CONTRACTOR shall post a warranty security in accordance with any of the following:

- 1) Cash or Letter of Credit issued by a Universal or Commercial Bank equivalent to five percent (5%) of the CONTRACT price: Provided, however, that the Letter of Credit shall be confirmed or authenticated by a Universal or Commercial Bank, if issued by a foreign bank;
- 2) Bank guarantee confirmed by a Universal or Commercial Bank equivalent to ten percent (10%) of the CONTRACT price;
- 3) Surety bond callable upon demand issued by GSIS or a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security equivalent to thirty percent (30%) of the CONTRACT price.

The warranty security shall be effective for one (1) year from the date of issuance of the Certificate of Final Acceptance by the CCP, and returned only after the lapse of the said one (1) year period.

10. PERFORMANCE SECURITY:

- (a) CONTRACTOR shall at its own expense, post an annual Performance Security in favor of CCP and in accordance with the provisions of RA 9184 to guarantee the performance of any and all of CONTRACTOR's obligations under this CONTRACT and TOR. The Performance Security may be in any of the forms listed below and callable upon demand:
- 1) Ten percent (10%) of the Total CONTRACT Price: Cash or cashier's/manager's check, 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; or
 - 2) Thirty percent (30%) of the Total CONTRACT Price: Surety bond callable upon demand issued by a surety or insurance company duly certified by the Insurance Commission as authorized to issue such security.

This is conditioned that CONTRACTOR shall fully, satisfactorily and faithfully perform its undertaking and obligations under this CONTRACT. The Performance Security shall remain effective during the term of the CONTRACT to answer for whatever obligations/liabilities which CONTRACTOR may incur under this CONTRACT.

- (b) The said Performance Security shall also answer for the liquidated damages set forth herein; the unpaid cost of labor as required by the provisions of applicable laws; or any liability which may be incurred by reason of the violation by CONTRACTOR of the Labor Code of the Philippines and other social legislations. The CCP shall, however, be reimbursed for the total sum it may have advanced for any damages or liabilities covered by the bond.

11. LIQUIDATED DAMAGES:

- (a) Consistent with the Annex "E" of the Revised IRR of RA 9184, the following will from part of the agreement:
- 1) The CONTRACTOR shall pay liquidated damages to CCP for each day that the Completion Date is later than the Intended Completion Date or Duration of the Project. The applicable liquidated damage is at least one-tenth (1/10) of one percent of the cost of the unperformed portion for every day of delay. The total amount of liquidated damages shall not exceed ten percent (10%) of the amount of the contract. CCP may deduct the liquidated damages from payments due to the CONTRACTOR. Payment of liquidated damages shall not affect the CONTRACTOR's liabilities. Once the cumulative amount of liquidated damage reaches ten percent (10%) of the amount of this CONTRACT, CCP may rescind or terminate this CONTRACT, without prejudice to other courses of action and remedies available under the circumstances.
 - 2) If the Intended Completion Date or Duration of the Project is extended after liquidated damages have been paid, the Project Engineer/s of the CCP shall correct any overpayment of liquidated damages by the CONTRACTOR by adjusting the next payment certificate.
 - 3) It is understood that the damages herein provided are fixed and agreed liquidated damages and that to be entitled to such damages; CCP shall not be required to prove that it has incurred actual damages. In case CCP becomes entitled to the liquidated damages provided herein, it shall be authorized to deduct the amount of such liquidated damages from any money due or which may become due to the CONTRACTOR including the Performance Bond.
 - 4) In no case however, shall the total sum of liquidated damages exceed ten percent (10%) of the total CONTRACT price, in which event the CONTRACT shall automatically be taken over by CCP or award the same to a qualified contractor through negotiation and the erring CONTRACTOR's performance security shall be forfeited. The amount of the forfeited performance security shall be aside from the amount of the liquidated damages that the CONTRACTOR shall pay the government under the provisions of this clause and impose other appropriate sanctions.

- (b) CCP through CPMF shall also maintain a Service Level Agreement (SLA) with the CONTRACTOR as part of the liquidated damages for their non-compliance of the following:

COMPONENTS	DESCRIPTION	LIQUIDATED DAMAGES
1) Project Work Plan and Detailed Phasing, Relocation and Renovation Plan	The CONTRACTOR shall submit a work plan consisting of the specific work activities (Sections 6.1.1 and 6.1.2 of the TOR).	One tenth of one percent (1/10 th of 1%) of the total Contract Price for every calendar day of delay.
2) Secure and submit the necessary documents (permits, clearance, plans, etc.)	Within thirty (30) calendar days upon receipt of NTP (Section 4.3.1 of the TOR)	One tenth of one percent (1/10 th of 1%) of the labor cost for every day of delay.
3) One (1) Project Director, One (1) Project Manager/Engineer and two (2) Safety Engineer 2 (SO2)	The CONTRACTOR shall designate one (1) Project Director, one (1) Project Manager/Engineer and two (2) Safety Officer 2 (SO2) who shall work full time during the construction period/duration of the contract (Section 6.2.3 of the TOR).	One tenth of one percent (1/10 th of 1%) of the total labor cost for every day of absence.
4) Two (2) Civil/Structural Engineer(CE/SE)	The CONTRACTOR shall designate two (2) Civil/Structural Engineer who shall work full time during the construction period/duration of the contract (Section 6.2.3 of the TOR).	One tenth of one percent (1/10 th of 1%) of the total labor cost for every day of absence.
5) Two (2) Mechanical Engineer, RME or PME;	The CONTRACTOR shall designate two (2) Mechanical Engineer who shall work full time during the mechanical construction/installation (Section 6.2.3 of the TOR).	One tenth of one percent (1/10 th of 1%) of the total labor cost for every day of absence.
(f) Two (2) Sanitary Engineer and/or Master Plumber	The CONTRACTOR shall designate one (2) Sanitary Engineers who shall work full time during the sanitary/plumbing construction/installation	One tenth of one percent (1/10 th of 1%) of the total labor cost for every day of absence.

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		(Section 6.2.3 of the TOR).	
(g)	Two (2) Electrical Engineer, REE or PEE	The CONTRACTOR shall designate one (2) Electrical Engineer who shall work full time during the construction/installation (Section 6.2.3 of the TOR).	One tenth of one percent (1/10 th of 1%) of the total labor cost for every day of absence.
(h)	Administrations Department (4 staff- Document Controllers, Purchasers, etc.)	The CONTRACTOR shall designate four (4) Admin Staff who shall work full time during the construction period/duration of the contract (Section 6.2.3 of the TOR).	One tenth of one percent (1/10 th of 1%) of the total labor cost for every day of absence.
(i)	Submission of Post-Construction Documentation	The CONTRACTOR shall submit the project documentations within thirty (30) calendar days from the completion of the project as provided under Section 6.3. of the TOR	One tenth of one percent (1/10 th of 1%) of the total Contract Price for every calendar day of delay to be deducted from the final billing.
(j)	Punch listing	The CONTRACTOR shall complete the correction works or punch list after the joint Inspection made together with the CCP Project Engineer/s, and CCP Inspector within thirty (30) calendar days from the completion of the project.	One tenth of one percent (1/10 th of 1%) of the total Contract Price for every calendar day of delay to be deducted from the final billing.

The CCP's CPMF will regularly monitor the compliance for personnel deployment and document control. In case of the absence of the required personnel, the Contractor shall provide a reliever with the same qualifications subject to the approval of CCP.

- (c) In case of breach or violation by CONTRACTOR of its obligations and undertakings under this CONTRACT (aside from the Liquidated Damages stated above), the CONTRACTOR shall pay the CCP the sum of PESOS: ONE HUNDRED FIFTY THOUSAND (Php150, 000.00) as and by way of liquidated damages for every violation. The damages herein provided are fixed and liquidated and CCP shall not be required to prove that it has incurred actual damages. In case CCP becomes entitled to said liquidated damages, CCP may deduct the amount from any amounts due or which may become due to CONTRACTOR under this CONTRACT, or any agreement and /or collect such amount from CONTRACTOR's performance bond, whichever is convenient to CCP, and without prejudice to CCP's remedies under this CONTRACT or applicable law.


12. SEPARABILITY CLAUSE:

The parties hereby agree to amend or modify any provision of this CONTRACT, which has been declared invalid or contrary to law, to conform to the subject or objective of this CONTRACT.

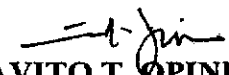
IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

SIGNED by the PARTIES on _____, at Pasay City, Philippines.


For CCP
By:



ARSENIO J. LIZASO
President

For CONTRACTOR
By:

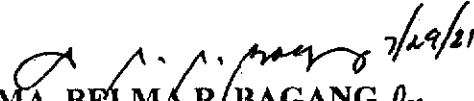

AVITO T. OPINIANO
President

Signed in the presence of:


TERESA S. RANCES
Department Manager III
Administrative Services Department
W


ALFRED T. OPINIANO
Chairman of the Board

WITHIN BUDGET
Funds Available:

 7/29/21
MA. BELMA R. BAGANG 7/29
Officer-In-Charge
Finance Services Department
10604010 (08) P 435,000,000.00 07/23/21
(Jenniel Bldg.)

BURA 21-08-1712

ACKNOWLEDGEMENT

Republic of the Philippines)
City of PASAY CITY) s.s.

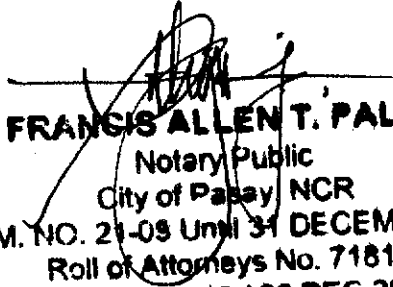
BEFORE ME, personally appeared:

Name	Identification Document	Expiry Date
ARSENIO J. LIZASO	Passport ID No.: P3126934B	September 7, 2029

Known to me to be the same person who executed the foregoing CONTRACT and he acknowledged to me that the signature he affixed confirms his voluntary act and that of the entity he represents.

SIGNED AND SEALED on 03 AUG 2021 2021 in Pasay City.

Doc. No. 5 ;
Page No. 2 ;
Book No. I ;
Series of 2021


ATTY. FRANCIS ALLEN T. PALIGAN JR.
Notary Public
City of Pasay / NCR
COMM. NO. 21-09 Until 31 DECEMBER 2022
Roll of Attorneys No. 71814
IBP No. 133919 / 03 DEC 2020
MCLE Compliance No. VI 0028942
PTR No. 7430484 / 19 FEB 2021 / Pasay City

ACKNOWLEDGEMENT

Republic of the Philippines)
City of QUEZON CITY S.S.


BEFORE ME, personally appeared:

Name	Identification Document	Expiry Date
AVITO T. OPINIANO	Passport ID No. P4219651A	August 30, 2022

Known to me to be the same person who executed the foregoing CONTRACT and he acknowledged to me that the signature he affixed confirms his voluntary act and that of the entity he represents.

SIGNED AND SEALED on 05 AUG 2021 2021 in Pasay City.

Doc. No. 229
Page No. 46
Book No. XXV III
Series of 2021


ATTY. ROMEO BOLIVAR
NOTARY PUBLIC IN QUEZON CITY
AM Adm. Seal No. 764 June 21, 2021 to Dec 31, 2022
IBP O.R. No. 132134 MLE 2021 & IBP O.R. No. 133076 MD 2022
PTR O.R. No. 0895112 D 1/4/21 / Roll No. 33832 / TIN# 129-871-008
MCLE V#-0025583 valid from 12/16/18 Valid until 04/14/22 Quezon City
Address: 31-F Harvard St. Cubao, Q.C.