



Republic of the Philippines
Province of Cavite
CITY OF BACOR

Office of the Sangguniang Panlungsod

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. VICTORIO L. GUERRERO, JR.
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

HON. ROBERTO L. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

HON. MAC RAVEN ESPIRITU
SK Federation President

Attested by:
ATTY. KHALID A. ATREGA, JR.
Sangguniang Panlungsod Secretary

Certified by:
HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Voted by:
HON. STRIKE B. REVILLA
City Mayor

CITY RESOLUTION NO. 2023-343
Series of 2023

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT WITH SM PRIME HOLDINGS, INC. FOR AND ON BEHALF OF THE CITY GOVERNMENT OF BACOR REGARDING THE ESTABLISHMENT OF THE BACOR LGU SATELLITE OFFICE IN SM CITY OF BACOR.

Sponsored by:

Hon. Reynaldo D. Palabrica

Co-Sponsored by:

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Simplicio G. Dominguez, Hon. Mac Raven Espiritu, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Rogelio M. Nolasco, Hon. Alde Joselito F. Pagulayan, Hon. Michael E. Solis, and Hon. Levy M. Tela.

WHEREAS, under Republic Act No. 7160 (otherwise known as the "Local Government Code of 1991"), the City Mayor is empowered to allocate and assign office spaces to city and other officials and employees in the City Hall and other buildings owned or leased by the City Government of Bacoor.

WHEREAS, on September 25, 2023, the Sangguniang Panlungsod of the City of Bacoor received a request from the City Mayor for authority to enter into and sign a Memorandum of Agreement on behalf of the city government with SM Prime Holdings, Inc. pertaining to the establishment of the BACOR LGU SATELLITE OFFICE that will serve as a Business-One-Stop-Shop (BOSS) of the city in SM City of Bacoor.

WHEREAS, SM Prime Holdings, Inc. provides multi-government agency business centers within the commercial malls they operate in partnership with local governments like the City Government of Bacoor such as the **Government Service Express Center** situated in SM City Bacoor which will be used and operated by the city government subject to terms and conditions stated in the agreement. The draft Memorandum of Agreement (MOA) was sent to the Sangguniang Panlungsod for review and consideration. The said MOA is made an integral part of this Resolution.

WHEREAS, the City Mayor has the power to represent the city government in its business transactions and sign on its behalf all contracts upon authority of the Sangguniang Panlungsod under Republic Act No. 7160 or the Local Government Code of 1991.



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SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

NOW, THEREFORE, upon motion of Hon. Reynaldo D. Palabrica, duly seconded by the rest of the councilors present in regular session assembled, **BE IT RESOLVED, AS IT IS HEREBY RESOLVED** by the Sangguniang Panlungsod to authorize the City Mayor, Hon. Strike B. Revilla, to sign a Memorandum of Agreement with SM Prime Holdings, Inc. for and on behalf of the City Government of Bacoor for the establishment of the BACOR LGU SATELLITE OFFICE at SM City Bacoor.

RESOLVED LASTLY, to furnish the Office of the City Mayor, SM Prime Holdings, Inc., the University of the Philippines-Office of the National Administrative Register (UP-ONAR), and other government agencies concerned with copies of this Resolution.

APPROVED this 2nd day of October 2023 by the Sangguniang Panlungsod of Bacoor, Cavite during its regular session.

I hereby certify the truth and correctness of the above-quoted Resolution.

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/ Presiding Officer

Attested by:

ATTY. KHALID A.A TEGA, JR.
Sangguniang Panlungsod Secretary

Noted by:

HON. STRIKE B. REVILLA
City Mayor

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the "Agreement") is made and executed this _____ day of _____, 2023, at the City of Bacoor, Province of Cavite, Philippines, by and between:

SM PRIME HOLDINGS, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Mall of Asia Arena Annex Building, Coral Way corner JW Diokno Boulevard, Mall of Asia Complex, Brgy 076 Zone 10, CBP 1- A 1300 Pasay City, Philippines, represented herein by its **Duly Authorized Representatives, Shopping Center Management Corporation ("SCMC") President, STEVEN T. TAN, and SCMC Assistant Vice-President, JANE MARIE ANTONETTE S. GARCIA**, and hereinafter referred to as "**SM**"

and

The **CITY GOVERNMENT OF BACOOR**, a local government of the Republic of the Philippines, duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Province of Cavite, 4102 Philippines, represented herein by its **City Mayor, HON. STRIKE B. REVILLA**, pursuant to his authority duly conferred and embodied under City Resolution No. _____, Series of _____, approved by the City Council of Bacoor last _____, and hereinafter referred to as "**CITY**"

(Each a "Party" and collectively, the "Parties")

WITNESSETH: That

WHEREAS, SM is the owner and developer of a nationwide chain of multi-level, fully-integrated retail shopping, dining, leisure and entertainment complexes commercially known as the "**SM Supermalls**";

WHEREAS, the CITY is a local government unit providing public services in the City of Bacoor, Province of Cavite, Philippines;

WHEREAS, the CITY is in need of facilities accessible to the populace to help realize its mandate of bringing its services closer to the people, by providing convenience to the Filipino people, in public or private entities who are voluntarily offering their spaces for free as a public service or civic duty;

WHEREAS, as part of its projects, **SM** provides a multi-government agency business center in **SM City Bacoor** (the "Mall") called **Government Service Express Center** (the "Center");

WHEREAS, **SM** has agreed to set aside a specific area inside the Center for the **CITY** to utilize for its operations, subject to the specific terms and conditions set out in this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the Parties hereby agree as follows:

SECTION ONE GENERAL AGREEMENT

- 1.1 **SM** shall provide the **CITY**, at no cost to the latter, an area in the Center ("Premises") consisting of **THIRTY-THREE SQUARE METERS AND FIFTY-SEVEN SQUARE DECIMETERS (33.57 sqm)** wherein the **CITY** shall maintain and operate its satellite office.
- 1.2 Prior to the execution of this Agreement, the **CITY** shall furnish **SM** the following documents:
- (i) A copy of the law and/or Executive or Administrative order creating the **CITY** ("Charter Document");
 - (ii) A City Resolution or any equivalent document showing the authority of the **CITY's** representative to sign this Agreement;
 - (iii) BIR Certificate of Registration of **CITY**; and
 - (iv) One (1) valid government-issued ID with picture and signature of **CITY's** representative.
- 1.3 The Parties agree to negotiate and agree on the terms and conditions for their intended partnership or tie-up with **SM Business Center**, Land Bank of the Philippines, and Development Bank of the Philippines, in connection with payment acceptance from customers within the Premises. The Parties shall execute the necessary agreement therefor.
- 1.4 Each Party shall extend all available marketing avenues, and produce the necessary marketing collaterals, for the purpose of announcing the opening of the satellite office to the general public.

SECTION TWO TERM AND TERMINATION

- 2.1 This Agreement shall commence on the Effective Date as abovementioned and is deemed automatically terminated on June 30, 2025, unless otherwise terminated or renewed under such terms and conditions as may be mutually agreed upon by the Parties.

- 2.2 Either Party may immediately terminate this Agreement at any time during its effectivity upon giving prior written notice thereof to the other Party, in case the latter (i) commits a material breach of any of the terms, conditions or restrictions set out in this Agreement and/or (a) defaults in its obligations and covenants hereunder. Provided, that said Party fails to remedy or at least take reasonable steps to remedy the breach or default complained of within the curing/remedial period specified in the written notice/demand for rectification.
- 2.3 Further, either Party may terminate this Agreement for any other reason or for no reason at all, by giving written notice to that effect to the other Party at least sixty (60) calendar days prior to the intended date of termination.
- 2.4 Except as otherwise provided herein, the Parties' respective obligations shall automatically terminate upon the termination or expiration of this Agreement. Provided, however, that any and all outstanding obligations between the Parties shall be completely settled within fifteen (15) calendar days following the actual termination of the Agreement subject to the penalties in Section 3.2 (d) of this Agreement.
- 2.5 In the event that this Agreement is terminated because of a breach of any provision of this Agreement, the aggrieved Party shall, in addition to the other remedies a Party may have at law or in equity, be entitled to obtain injunctive relief against the other Party.
- 2.6 This Agreement shall be renewable under such terms and conditions as may be mutually agreed upon by the Parties in writing.

SECTION THREE RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1 **SM's Rights and Obligations. SM shall:**

- (a) Provide an area within the Mall, the specific location of which is determined by **SM** at its sole discretion, for frontline services that the **CITY** will offer to the general public;
- (b) Turn over the Premises to the **CITY**, in good and tenantable condition, renovated at no cost to **CITY**, in accordance with the agreed specifications and approved budgetary cost;
- (c) Provide the following within the Premises, prior to turn-over:
 - (i) Installation of electrical wirings, telephone and internet cables;
 - (ii) Centralized air-conditioning; and
 - (iii) External signs announcing products and services;

- (d) Provide the **CITY** a booth within the Premises based on the timetable agreed by the Parties;
- ~~(e)~~ Waive the following charges over the Premises during the Term: (i) rent; (ii) air conditioning; and (iii) common area maintenance charges (CAMC), provided further, that **CITY** shall be liable for those charges set forth in Section 3.2;
- (f) Allow **CITY** personnel entry to the Premises before the Mall's operating hours, provided that the **CITY** shall first provide **SM** an official list of said personnel, as stated in Section 3.2 (k) hereunder; and
- (g) Issue the necessary paperless Statements of Account ("e-SOA") in connection with the payment of charges for the Premises as provided below.

3.2 CITY's Rights and Obligations: CITY shall:

- (a) Use the Premises exclusively for the operation of its satellite office. In no case shall the **CITY** divert the use of the Premises for other purposes without the prior written consent of **SM**. For the avoidance of doubt, the **CITY's** products and services shall include the following:
 - (i) Establishment of Mayor's Office Helpdesk;
 - (ii) Establishment and operation of Business Permits and Licensing Office (BPLO) to address, among others, business permit applications, requests for certified true copies and certifications, safety seal applications, and inquiries;
 - (iii) Establishment and maintenance of the City Treasurer's Office to accept payment for all business taxes, real property taxes, ordinance violation, and other taxes, fees, and charges;
 - (iii) Establishment and maintenance of City Health Office to address, among others, health permit applications, requests for issuance of certified true copies and inquiries; and
 - ~~(v)~~ Other services that the **CITY** may offer.
- (b) Directly apply for the installation of telephone and internet utilities for the Premises and pay the costs related thereto including the monthly charges;
- (c) Shoulder electricity charges exclusive of Value-Added Tax (VAT) (computed based on actual consumption) and pest control charges based on the prevailing rate of the Mall exclusive of VAT (computed based on the total area of the Premises), and pay the necessary deposits as may be applicable;

- (d) Pay the fees/charges due to **SM** for any given month within the first fifteen (15) calendar days of the month after the end of the calendar month to which the e-SOA corresponds without the necessity of demand. ~~Payments made thereafter shall be charged an interest which shall be equal to the greater of three percent (3%) per month, on one hand, or the highest prevailing interest rate per month set by law, governmental regulation, or commercial practice, if any, on the other, reckoned from delinquency until full payment, and which penalty shall be compounded monthly. Hence, if payment is made on a day beyond the due date specified in the billing statement, the penalty charged shall be reckoned from the beginning of the month up to the date of payment.~~

For this purpose, **CITY** shall be provided with a monthly paperless billing statement known as "e-SOA" which shall be sent through the SM Supermall's Tenant Portal Facility ("Facility") In order to use the Facility, **SM** shall provide **CITY** with its user ID and initial password. Upon registration to the Facility, **CITY** shall be furnished a electronic notification every month of the availability of the e-SOA online, which shall be available for viewing and/or printing by **CITY** on the 3 day of each calendar month.

- (e) Withhold the applicable Creditable Withholding Tax (CWT) and Final Withholding VAT (FW-VAT) on any fees or charges paid by it under this Agreement, and timely remit the same directly to the Bureau of Internal Revenue ("BIR) on such dates that the pertinent CWT and FW-VAT returns are required to be filed. The CWT and FW-VAT so withheld and remitted shall be duly credited in favor of **CITY** in the pertinent CWT and FW-VAT returns.

The **CITY** shall submit to **SM** four (4) copies of the CWT and FW-VAT Certificates after the end of the relevant quarter, to wit:

| Quarter | Deadline for Submission to SM of CWT Certificate (BIR Form 2307) and FW-VAT Certificate (BIR Form 2306) |
|---------------------|---------------------------------------------------------------------------------------------------------|
| January to March | April 15 |
| April to June | July 15 |
| July to September | October 15 |
| October to December | January 15 |

Should the **CITY** pay **SM** fees and charges net of CWT and FW-VAT but nonetheless fails to submit to **SM** copies of the pertinent CWT or FW-VAT Certificate, **SM** shall bill the applicable CWT and FW-VAT due for the said quarter, subject to interest at the rate of three percent (3%) per month, computed beginning on the month the pertinent taxes were withheld until the date of actual submission of the CWT and FW-VAT Certificates.

The foregoing notwithstanding, **CITY** may be allowed to submit to **SM** three (3) electronic copies of its CWT Certificate (BIR Form 2307) and FW-VAT (BIR Form 2306) as proof of payment of remittance of withholding taxes; provided, that **CITY** shall submit a certification issued by BIR that **CITY** is permitted to undertake the electronic filing of the CWT or FW-VAT Certificates Failure by **CITY** to submit said Certification shall entitle **SM** to avail of the remedies available in the immediately preceding paragraph.

For purposes of the CWT Certificate (BIR Form 2307), **CITY** is required to use **SM**'s 2307 Portal Facility by accessing from **SM**'s website at: <https://2307.sm.com/>;

- (f) Upon its option, the **CITY** may apply for a prepaid motor vehicle pass based on the prevailing rate of the Mall per motor vehicle per month, exclusive of any VAT. The **CITY** shall be subject to the rules and regulations imposed by **SM** for parking of vehicles. This includes the submission of accomplished parking registration forms and purchase of e-plus card, which shall be at the **CITY**'s cost. Should an increase become necessary on the prepaid motor vehicle pass during the term of this Agreement, **SM** shall give the **CITY** at least fourteen (14) calendar days prior written notice before adjusting/increasing the charge;
- (g) Be solely responsible for repairs and maintenance of the Premises, including plumbing and electrical fixtures within the Premises or those serving the same, subject at all times to compliance with the particular rules, regulations and guidelines prescribed and implemented by **SM** in respect of the Mall;
- (h) Ensure that its personnel shall strictly abide by the Mall's house rules and regulations and security and safety policies;
- (i) Be exclusively responsible for the security and peace and order situation within the premises;
- (j) Ensure that that its satellite office within the Mall shall be ready for operations in accordance with the timetable agreed between the Parties;
- (k) Ensure that the satellite office is manned by properly-trained and qualified **CITY** employees/contractual personnel from 10.00 o'clock in the morning to 7:00 o'clock in the evening, Mondays to Saturdays, excluding holidays and special non-working days, and that it will be able to provide its services to the public, as represented except when prohibited by law, or ordinance, or by force majeure. For avoidance of doubt, it is understood that the disruption of satellite office operation on account of **CITY**'s non-payment of electric bills and other utility charges on direct feed from the utility company shall not be excused as force majeure. Notwithstanding the preceding

provision, the **CITY** agrees and undertakes to likewise adjust its operating hours in the event that an agreement has been reached between **SM** and the local government agency in charge of traffic management to adjust the Mall's operating hours to accommodate certain events such as but not limited to Christmas season.

- (l) Employ and maintain suitable and responsible employees/contractual personnel to carry out satisfactory performance and completion of services within the satellite office. The names and addresses of the employees/agency-hired personnel of **CITY** who will be performing the service under this Agreement shall be forwarded to **SM** at least five (5) days prior to the opening of each satellite office. Only **CITY** employees/contractual personnel as appearing in the employee list, and with the proper **SM**-issued identification cards shall be allowed entry inside the Mall and the Premises **CITY** shall apply for their employees/contractual personnel their individual identification card and shall submit to the Mall the appropriate requirements as provided.
- (m) Ensure that its employees shall be wearing, at all times, the official government identification card of **CITY** and shall further allow themselves to be subjected to the usual security procedures of **SM**, including but not limited to body searches and bag inspection by the Mall's security guards.
- (n) At its sole cost and expense, insure its furniture, equipment, and fixtures against fire, earthquake, broad water damage, and extended coverage risks with such insurance company acceptable to **SM**. The **CITY** shall thereafter provide **SM** with certified true copies of the assessment and official receipts evidencing such payments not later than fifteen (15) days after the issuance of such insurance.
- (o) Include in its official website an announcement that **CITY** satellite office is located at selected **SM Supermalls** nationwide;
- (p) Allow **SM** to post announcements including announcements from its sponsors within the vicinity of or in the Premises;
- (q) Not allow anyone to use or lease the Premises or any portion thereof without the prior written consent of **SM**;
- (r) Maintain the Premises in a clean and sanitary condition, free from noxious odors, disturbing noises, hazardous defects, inflammable materials or other nuisances;
- (s) Not drive nails, screws, hooks or other abutments on or into the walls, frames or other portions of the Premises or in any manner deface or damage any part thereof. Any damage caused to the Premises shall be for the account of **CITY**. The design and layout of the satellite office shall be subject to prior approval of **SM**, taking into

consideration the need to maximize space and to harmonize its design with the Mall's overall theme,

- (t) Acknowledge and agree that **SM** shall have the right to require **CITY** to remove any display, decorative item, accessory, or thing which is inappropriate, improper, or not connected with the services identified to be performed at the Premises;
- (u) Notify **SM** immediately of any discovered damage to the Premises, their appurtenances as well as any occupation, usurpation, or untoward act being committed, or threatened to be committed, within the Premises;
- (v) Acknowledge and agree that no machinery, office equipment, furniture or any other electronic device may be brought in or pulled out of the Premises without the prior written approval of **SM**. It is hereby understood that the office furniture and equipment may only be moved, brought in, pulled out or transferred to and from the allotted space before or after the Mall's operating hours;
- (w) Upon the expiration of this Agreement, return the Premises and fixtures located therein in as good condition as that in which they were actually found at the time of turnover of the same to the **CITY**, ordinary wear and tear excepted; and
- (x) Should this Agreement be terminated, cancelled, rescinded or expires, the **CITY** shall remove at its sole expense, all furniture and/or fixtures it placed on or introduced into the Premises, without causing damage thereto.

SECTION FOUR INDEMNITY

- 4.1 The **CITY** understands and acknowledges that the services it will offer to the patrons, guests and tenants of the Malls and the general public shall be a transaction that is exclusively between the **CITY** and the pertinent client availing of its services. Thus, all attendant responsibilities and liabilities relating to the services provided by the **CITY** shall be the sole burden and shall be for the sole account of the **CITY**.
- 4.2 Either Party shall keep, save and hold the other Party free from all liabilities, penalties, losses, damages, costs expenses, causes of action, claims of judgments arising out of or by reason of any injury or liability caused by any person or persons, while in, upon or in any way connected with the Premises during the term of this Agreement.
- 4.3 **SM** or any of its officers and employees shall not be responsible for any damage, injury, error or any complaint, in connection with the performance of services by the **CITY** employees/agency-hired personnel at the Premises.

- 4.4 **SM** shall likewise not be responsible for any incidence of robbery, theft, damage or destruction of **CITY** computers, servers, electronic equipment, furniture or any office implement located or to be found in the Premises.
- 4.5 All employees hired by the **CITY** to man its satellite office is not in any way connected with **SM**. Hence any issue insofar as their salary, compensation, benefits, and any other employer-employee concern is strictly between **CITY** and its employees. Furthermore, **SM**, including its officers, directors, employees, and representatives, shall not be responsible to answer for or be liable for the death, disability, injury, theft, harassment, sickness, or any accident suffered by the employees/agency-hired personnel hired by **CITY**, while in the performance or exercise of their function/s at the Premises.
- 4.6 The **CITY** shall hold **SM**, its parent company, affiliates, officers, directors, stockholders, employees and/or agents, free and harmless from and against any losses, claims, damages, liabilities, expenses, and/or costs of litigation, resulting from or arising out of **CITY**'s exercise of its rights and performance of its obligations pursuant to this Agreement. The **CITY** further agrees to indemnify **SM**, its parent company, affiliates, officers, directors, stockholders, employees and/or agents, for losses, claims, damages, liabilities, expenses, and/or costs of litigation, which they may suffer as a result of, or arising from **CITY**'s exercise of its rights and performance of its obligations under this Agreement.

SECTION FIVE REPRESENTATIONS AND WARRANTIES

- 5.1 Each Party to this Agreement hereby represents and warrants to the other that:
- (a) It is an entity organized and existing under and by virtue the laws of the Republic of the Philippines, with full power and authority to enter into this Agreement;
 - (b) It has obtained all necessary corporate and/or governmental approvals and/or authorizations for the execution of this Agreement;
 - (c) This Agreement shall, upon its execution, be valid, binding and enforceable against it in accordance with the terms hereof;
 - (d) It has obtained the necessary permit/s, license/s, or authorization/s from the proper government agencies or offices to perform its specific obligations under this Agreement and shall maintain said permit/s, license/s, or authorization for the entire duration of this Agreement;
 - (e) It shall be exclusively liable for any and all taxes, license fees, permit fees, charges and assessments which are imposed or may hereafter be imposed by the proper governmental tax authorities in relation to the performance of its specific obligations under this Agreement; and

- (f) It shall faithfully comply with all the obligations, acts, and undertakings required hereunder, and conduct its business and operations in full compliance with all applicable national and local laws.

SECTION SIX MISCELLANEOUS PROVISIONS

- 6.1 ***Relationship of the Parties.*** ~~There is no employer-employee relationship between the Parties. No other relationship is intended between the Parties under this Agreement, including franchise, or a joint venture relationship.~~
- 6.2 ***Authority of Signatories.*** The Parties' respective signatories hereunder represent and warrant that all necessary corporate and other approvals for the execution of this Agreement by each of the Parties have been duly obtained.
- 6.3 ***Non-Waiver.*** ~~The failure of one Party to insist upon the strict performance of any term, condition and/or covenant hereof shall not be deemed a relinquishment or waiver of any subsequent breach of or non-compliance with the same or any other term, condition and/or covenant hereof. No waiver by any one Party of its rights under this Agreement shall be deemed to have been made unless expressed clearly and in writing and signed by said Party.~~
- 6.4 ***Assignability.*** ~~None of the Parties may assign its rights or obligations hereunder without the prior written consent of the other Parties, except that a Party may validly assign or otherwise dispose of its rights under this Agreement, in whole or in part, to any of its affiliates and/or related companies, subject to prior written notification of the other Party. In the event of such assignment or transfer, the other Party shall continue to perform its duties hereunder according to the terms hereof for such assignee or transferee.~~
- 6.5 ***Data Privacy.*** The CITY hereby consents (i) to the collection, recording, organization, storage, updating, retrieval, consultation, use, consolidation, transfer, sharing, and/or processing of the CITY's personal information and sensitive personal information, including those of CITY's authorized signatories/representatives, and persons provided by the CITY ("CITY's Representatives"), by SM and its related corporations and affiliates (collectively, "SM Prime Group"), their agents and authorized service providers, in order to review, process, implement or perform acts in relation to the application form, profile form, Agreement, including its annexes, supplements, amendments, and such other documents submitted by the CITY in connection therewith and to process and/or respond to the CITY's request, query, feedback, or comments and (ii) to the SM Prime Data Privacy Policy found at <https://smprime.com/smphi-privacy-policy>.
- 6.6 ***Governing Law.*** This Agreement shall be interpreted, governed and enforced in accordance with the laws of the Republic of the Philippines.

- 6.7 **Disputes.** The Parties agree that in the event that there is any dispute or difference between them arising out of this Agreement or in the interpretation of any of the provisions hereof, their respective signatories shall promptly meet to resolve such dispute or difference and the joint decision of such signatories, approved by their respective managements, shall be binding upon the Parties hereto.
- 6.8 **Separability Clause.** In case one or more of the provisions contained in this Agreement shall be declared invalid, illegal or unenforceable in any respect by competent authority, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 6.9 **Entire Agreement.** This Agreement and any other provisions or terms specifically incorporated herein constitute the entire agreement of the Parties and supersedes all prior agreements that may have been executed in connection with the subject hereof. This Agreement may be amended but only by an instrument in writing signed by the Parties. The terms, provisions and covenants of any such amendment/s shall inure to the benefit of and be binding upon the Parties hereto, their successors and assigns.
- 6.10 **Effectivity.** This Agreement shall take effect upon its execution.

IN WITNESS WHEREOF, the Parties, through their respective representatives, have affixed their signatures on this instrument on the date and at the place first above-written.

SM PRIME HOLDINGS INC.

By:

STEVEN T. TAN
*Duly Authorized Representative and
 Shopping Center Management ("SCMC")
 President*

JANE MARIE ANTONETTE S. GARCIA
*Duly Authorized Representative and
 SCMC Assistant Vice-President*

CITY GOVERNMENT OF BACOOR

By:

Hon. STRIKE B. REVILLA
City Mayor
 City Resolution No. _____
 Series of 2023

SIGNED IN THE PRESENCE OF:

BIEN C. MATEO
*Senior Vice-President,
 Shopping Center Management
 Corporation*

Atty. AIMEE TORREFRANCA-NERI
City Administrator
 Office of the City Administrator
 City Government of Bacoor

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of Pasay) S.S:

BEFORE ME, a Notary Public for the City of Pasay this ___ day of _____, 20___, in the City of Pasay, Philippines, appeared the above-named persons with their proof of their identity as shown below their names and signatures, and

| NAME | GOVT. ISSUED ID | DATE/PLACE ISSUED |
|--------------------------------|------------------|-------------------|
| STEVEN T. TAN | TIN# 207-067-510 | |
| JANE MARIE ANTONETTE S. GARCIA | TIN# 202-208-268 | |

both known to me to be the very same persons who are representatives of the SM Prime Holdings, Inc. in the foregoing MEMORANDUM OF AGREEMENT and they acknowledged to me that they have been duly authorized by their principal to enter and sign the said Agreement, and that they further acknowledge to me that they fully know the contents and meaning of the said Agreement and that they have freely and voluntarily signed the same in accordance with the powers and authority conferred upon them by their principal.

This instrument refers to **MEMORANDUM OF AGREEMENT**, which consists of sixteen (16) pages including the page whereon this acknowledgment is written and it has been signed by the lawful representatives of the party as well as by their instrumental witnesses in the end thereof and in the left margins of the other pages of the same.

WITNESS MY HAND AND SEAL

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ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF BACOR, PROVINCE OF CAVITE) SS.
X-----X

BEFORE ME, a Notary Public for the City of Bacoor, Province of Cavite, this ___ day of _____, 20___, in the City of Bacoor, Province of Cavite, Philippines, appeared the above-named person with his proof of his and signature, and:

| NAME | GOVT. ISSUED ID | DATE/PLACE ISSUED |
|--------------------------|----------------------|------------------------------|
| STRIKE B. REVILLA | Passport / P8991785B | 16 February 2032 /DFA Manila |

known to me to be the very same person who is the representative of the City of Bacoor, Province of Cavite in the foregoing MEMORANDUM OF AGREEMENT and he acknowledges to me that he has been duly authorized by the principal to enter and sign the said Agreement, and that he further acknowledges to me that he fully knows the contents and meaning of the said Agreement and that he has freely and voluntarily signed the same in accordance with the powers and authority conferred upon him by his principal.

This Instrument refers to a MEMORANDUM OF AGREEMENT which consists of sixteen (16) pages including this page wherein this acknowledgment is written and it has been signed by the lawful representative of the party as well as by his instrumental witnesses in the end thereof and in the left hand margins of the other pages of the same.

WITNESS MY HAND AND SEAL.

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Page No. _____
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Series of 202_____

