



*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. PALM ANGEL S. BUNCIO  
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

**CITY RESOLUTION NO. 2023-402**  
*Series of 2023*

**A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT WITH DAILY DEAL GROCERY STORE FOR THE ESTABLISHMENT, PROMOTION, AND SHARING OF PROFITS OF THE SAID STORE LOCATED AT TALABA 5, ZAPOTE KALINISAN, BACOR CITY, CAVITE WITH THE CITY GOVERNMENT.**

*Sponsored by:*

**Hon. Rogelio M. Nolasco**

*Co-Sponsored by:*

**Hon. Roberto L. Advincula, Hon. Ramon Bautista, Hon. Palm Angel SJ. Buncio, Hon. Simplicio G. Dominguez, Hon. Catherine S. Evaristo, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Alde Joselito F. Pagulayan, Hon. Reynaldo D. Palabrica, Hon. Michael E. Solis and Hon. Levy M. Tela.**

**WHEREAS**, a letter dated November 29, 2023, from the Office of Hon. Mayor Strike B. Revilla, was received by the Sangguniang Panlungsod, requesting the latter to authorize the Mayor to enter into and sign a Memorandum of Agreement with Daily Deal Grocery Store.

**WHEREAS**, the Bacoor City administration plans to rent out some of its buildings to private firms in order to maximize the use of its sources and generate additional revenue.

**WHEREAS**, the public-private partnership (PPP) is now being adopted by the city government in order to expedite the development and utilization of its available resources.

**WHEREAS**, the Daily Deal Grocery Store is engaged in the business of selling merchandise items in the form of grocery stores and is interested in partnering with Local Government Unit of Bacoor.

**WHEREAS**, the City Government of Bacoor and the Daily Deal Grocery Store mutually agreed for the establishment, promotion, and sharing of profits of the store located in Talaba 5, Zapote Kalinisan, Bacoor City, Cavite.

**NOW, THEREFORE**, after careful deliberation, upon motion of Councilor Rogelio M. Nolasco, unanimously



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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

seconded by the rest of the council 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 Daily Deal Grocery Store for the establishment, promotion, and sharing of profits of the store located at Talaba 5, Zapote Kalinisan, Bacoor City, Cavite with the city government.

**RESOLVED FURTHER**, to furnish the Office of the City Mayor, the Daily Deal Grocery Store, the University of the Philippines-Office of the National Administrative Register (UP-ONAR) and all government offices concerned with copies of this resolution.

**APPROVED** this 11<sup>th</sup> day of December 2023 by the 5<sup>th</sup> Sangguniang Panlungsod of Bacoor, Province of Cavite in regular session assembled.

I hereby certify that the foregoing Resolution was approved in accordance with law and that the contents hereof are true and correct.

Certified Correct:

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

Attested by:

ATTY. KHALID A. ATEGA, 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 entered this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (the "Effective Date") in Bacoor City, Province of Cavite, by and among:

The **CITY GOVERNMENT OF BACOOR**, a local government unit created and existing under 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, represented herein by its City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. \_\_\_\_\_, Series of \_\_\_\_\_, approved \_\_\_\_\_ of the City Council of Bacoor City, Cavite, hereinafter referred to as the "**LGU BACOOR**";

and

**DAILY DEAL GROCERY STORE**, a sole proprietorship registered under the laws of the Philippines with office address at Aguinaldo Highway, Talaba IV, and represented by its owner, Irene Cabrera Francisco, herein referred to as the "**SECOND PARTY**";

The term "Party" shall mean either LGU BACOOR or the SECOND PARTY.

### WITNESSETH:

**WHEREAS**, Republic Act No. 7160 or the Local Government Code of 1991 and its Implementing Rules, in particular, Sections 17 (a), 18, 22, and 35, empower LGUs to discharge functions and responsibilities as are necessary, appropriate, or incidental to efficient and effective provisions of the basic services and facilities, to acquire, develop, lease, encumber, alienate, or otherwise dispose of real or personal property held by them in their proprietary capacity and to apply their resources and assets for productive, developmental, or welfare purposes, in the exercise or furtherance of their governmental or proprietary powers and functions and thereby ensure their development into self-reliant communities and active participants in the attainment of national goals, to enter into contracts and to enjoy full autonomy in the exercise of their proprietary functions, and to enter into joint ventures with the private sector, respectively;

**WHEREAS**, Article 129 of Republic Act 7160, in relation to Article 10, Section 5 of the 1987 Philippine Constitution, provides, "Each local government unit shall exercise its power to create its own sources of revenue and levy taxes, fees, and charges subject to the provisions herein, consistent with the basic policy of local autonomy. Such taxes, fees, and charges shall accrue exclusively to the local governments."

**WHEREAS**, Article Five, Section 153, and Section 154 of Republic Act 7160 further provide that the local government units may impose and collect reasonable fees and charges for services rendered and may fix the rates for the operation of public utilities owned, operated, and maintained by them;

**WHEREAS**, the LGU BACCOOR intends to maximize the use of its sources and create additional sources of income by renting out some of its buildings to private corporations;

**WHEREAS**, the SECOND PARTY is engaged in the business of selling merchandise items in the form of grocery stores;

**WHEREAS**, the SECOND PARTY is interested in partnering with LGU BACCOOR in the establishment of a grocery store;

**WHEREAS**, public-private partnership (PPP) is now being adopted by the government to expedite the development and utilization of the country's available resources;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the parties hereby agree and bind themselves to the following:

## **ARTICLE I THE PROJECT**

**Section 1.** The SECOND PARTY shall establish, operate, manage, and maintain a grocery store in Talaba 5, Zapote Kalinisan, Bacoor City, Cavite ("Store").

**Section 2.** This Agreement shall cover the establishment, operations, management, and maintenance of the Store.

**Section 3.** The expected outcome of the Agreement is the establishment, operations, management, maintenance, and sharing of the profits of the Store.

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## **ARTICLE II SCOPE OF COOPERATION**

**Section 1.** The cooperation of the LGU BACCOOR and the SECOND PARTY shall include the following:

- a. The establishment, promotion, and sharing of profits of the Store;
- b. The compliance of the SECOND PARTY, its employees and workers, clients/users, etc., with the applicable laws, rules, regulations, policies, and guidelines.

## **ARTICLE III OBLIGATIONS OF THE PARTIES**

**Section 1.** Common Obligations

- a. All Parties involved in this Agreement shall assign appropriate personnel at all levels who will implement the roles as stipulated in this Agreement;
- b. The signatories herein identified from each organization are authorized to sign for and on behalf of the party they represent and
- c. Neither Party shall act as an agent or representative of the other Party in any transaction. The employees, contractors, consultants, and agents of one Party shall have no contractual relationship with the other party.

**Section 2.** LGU BACCOOR shall:

- a. Lease the stall located in Talaba 5, Zapote Kalinisan, Bacoor City, Cavite, to the SECOND PARTY;
- b. Guarantee that for the entire duration of this Agreement, the stall located in Talaba 5, Zapote Kalinisan, Bacoor City, Cavite shall only be leased to the SECOND PARTY;
- c. Grant a rent-free construction period starting from the date of turnover until the end of construction or 60 days, whichever comes first, and
- d. Undertake to perform all of its obligations under this Agreement;

**Section 3.** The SECOND PARTY shall:

- a. Ensure that all the licenses, plans, layouts, materials used, equipment, and supplies are compliant with relevant laws and guidelines.
- b. Establish, operate, manage, maintain, and, when necessary, improve and renovate the Store;
- c. Guarantee that the operations, management, and maintenance of the Store shall follow relevant laws, rules, regulations, policies, and guidelines;

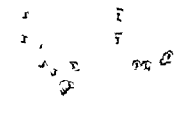
- d. Be solely responsible for all the financial expenses incurred in the establishment, operations, management, maintenance, and improvement of the Store, including payment of utilities, permits, licenses, taxes, and salary of its own employees;
- e. Be solely responsible for all losses directly related to or incidental to the establishment, operations, maintenance, and improvement of the Store;
- f. Be responsible for keeping a book of accounts, recording all fees collected and all expenses incurred, and calculating the net profit;
- g. Guarantee to the LGU BACCOOR the right to access and review its books of accounts and other related financial documents;
- h. Keep and maintain the Store clean and free from rubbish and dirt at all times and arrange for the regular removal of trash and garbage, and shall not burn any trash or garbage in or about the Store or anywhere within the premises;
- i. Maintain the Store clean and free of rodents, bugs, and vermin and, at the request of the LGU BACCOOR, participate and cooperate in carrying out any problem of extermination that the LGU BACCOOR may direct.
- j. Not cause, allow, or permit any noxious, disturbing, or offensive odors, fumes or gases or any smoke, dust, steam, or vapor, or any loud or disturbing noise, sound, or vibration to emit or originate from the Store;
- k. Be responsible for the maintenance and repair of plumbing and electrical fixtures (such as faucets and their parts, door knobs, keys, socket, switches, etc.) within the Store but upon LGU BACCOOR'S supervision; hence, LGU BACCOOR must be notified before such activity is undertaken by the SECOND PARTY; and
- l. Undertake to perform all of its obligations under this Agreement;

## **ARTICLE IV REPRESENTATIONS AND WARRANTIES**

**Section 1.** The LGU BACCOOR hereby represents and warrants that:

- a. It has the full power, authority, and legal right to enter into this Agreement, to exercise its rights and perform its obligations hereunder, and to consummate the transactions contemplated herein;
- b. All consents necessary for the due execution, delivery, and performance of this Agreement have been obtained;

**Section 2.** The SECOND PARTY hereby represents and warrants that:

- 
- a. It is a duly organized corporation, validly existing, and in good standing under the laws of the Republic of the Philippines;
  - b. It has full power, authority, and legal right to enter into this Agreement, to exercise its rights and perform its obligations hereunder, and to consummate the transaction contemplated herein;
  - c. The development plans for the Store have been approved by applicable regulatory agencies and other concerned parties;
  - d. All consents necessary for the due execution, delivery, and performance of this Agreement have been obtained;
  - e. The SECOND PARTY hereby guarantees prompt payment of any and all charges heretofore mentioned as they may fall due and/or become demandable. Any delay in payment thereof shall constitute a material breach of herein agreement sufficient to cause immediate, unilateral rescission thereof by herein FIRST PARTY;
  - f. It shall hold the LGU BACCOOR, including their officials and personnel, free and harmless from any and all claims, actions, liabilities, losses, and suits that may be brought or instituted by any party whatsoever because of the fault, failure, negligence, delay, or any conduct of the SECOND PARTY, its respective officers, employees, and agents in the performance of their corresponding obligation under this Agreement, without prejudice to its claim against the proper erring party;
  - g. The obligations expressed to be assumed by it under this Agreement are legal, valid, and binding obligations, enforceable against them in accordance with the terms and conditions hereof, and that all acts, conditions, and things required by their Articles of Incorporation to be done, fulfilled, or performed to enable it to enter into, execute, deliver, exercise its rights, and perform its obligations hereunder are within its power to perform as provided under its Articles of Incorporation; and

## **ARTICLE V FUNDING, RENTAL, AND PROFIT SHARING**

**Section 1.** The SECOND PARTY shall be solely responsible for funding the establishment, operations, management, maintenance, improvement, and/or renovation of the Store. LGU BACCOOR shall not have any financial responsibility for any concerns of the Store.

**Section 2.** For purposes of this Agreement, any amount received by the SECOND PARTY directly from the Store shall be eligible for profit sharing. Profits shall be calculated based on gross sales received directly from the Store, leveraging Generally Accepted Accounting Principles.

**Section 3.** For the entire duration of this Agreement, the LGU BACCOOR shall be eligible for a profit share of 1% of monthly gross sales.

**Section 4.** The SECOND PARTY shall pay a Monthly Rental Fee of Twenty Thousand Pesos (Php 20,000.00). The Rental Fee shall be paid in advance every first day of the month. LGU BACCOOR shall reserve the right to increase the Maintenance Fee during the term of this lease upon a 30-day written notice to the SECOND PARTY. The SECOND PARTY shall approve or reject this proposal in writing within seven days of receipt.

**Section 5.** After the lapse of the period stated in this Agreement, the Parties may renegotiate the rental fee and the percentage for the profit sharing. If no written agreement is entered into within ten (10) days after the lapse of the period, it is hereby assumed that Profit Sharing shall be increased to 3% and the Rental Fee shall be increased by 20%.

**Section 6.** Any revisions to this Article or the percentage of profit sharing shall not require any Sangguniang Panlungsod Resolution or City Ordinance, as long as the revision is in writing, signed by both Parties, and does not decrease the percentage of profit sharing stated in this Article.

## **ARTICLE VI REMITTANCE**

**Section 1.** For accounting and transparency purposes, the SECOND PARTY shall keep a book of accounts for all payments received. The book of accounts shall also contain all expenses, taxes, and fees incurred in the operations of the Store.

**Section 2.** In determining the profit share, the SECOND PARTY shall prepare a monthly Accounting Document showing the income received, the expenses incurred, and the corresponding profit for such particular day. For purposes of this Article, a month is considered to consist of thirty (30) days.

**Section 3.** The SECOND PARTY shall transmit the Accounting Document to LGU BACCOOR within three (3) days after completion thereof. Thereafter, the LGU BACCOOR has three (3) days from receipt to confirm the accuracy of the computation of the amount of profit share.

**Section 4.** If there is no discrepancy, question, or clarification on the Accounting Document, LGU BACCOOR must immediately communicate the same to the SECOND PARTY. Thereafter, the SECOND PARTY has until End-of-Business Day ("EOD"), within which to transfer to LGU BACCOOR the corresponding profit share for the period covered in the Accounting Document.

**Section 5.** In case of discrepancies, questions, or clarification on the Accounting Document, LGU BACoor must immediately communicate the same to the SECOND PARTY. Thereafter, the SECOND PARTY has three (3) days from receipt thereof to explain, clarify, and correct such discrepancy. If needed, a new Accounting Document for such date shall be released, and the process stated in this Article shall be followed.

**Section 5.** Once both Parties settle the explanation, clarification, and correction, the SECOND PARTY has until the next working day to transfer the profit share due to LGU BACoor.

**Section 6.** For purposes of Accounting, the SECOND PARTY may require additional documents, and the FIRST PARTY undertakes to submit such documents to the SECOND PARTY. Further, the FIRST PARTY undertakes that it will allow the SECOND PARTY or its authorized representative to access and review the book of accounts related to the operations of the Store.

## **ARTICLE VII REPORTING**

**Section 1.** Apart from the Accounting Document and other accounting reports that LGU BACoor may require from the SECOND PARTY, the latter shall submit monthly reports on the status operations of the Store.

**Section 2.** LGU BACoor shall have the right to inspect and audit all financial records kept by the SECOND PARTY in relation to the Store at any time during and after the implementation of the project. The SECOND PARTY shall make all records available upon demand thereof by LGU BACoor.

## **ARTICLE VIII PERIOD AND TERMINATION**

**Section 1.** This Agreement shall commence upon execution and shall be valid for fifteen (15) years unless otherwise sooner terminated based on the provisions of this Agreement and applicable laws.

**Section 2.** This Agreement may be terminated based on the following conditions:

- a. Mutual agreement
- b. Material breach
- c. Fraud, misrepresentation, negligence by one Party
- d. The Second Party is declared insolvent

- e. Substantial destruction of or material damage to the Store due to force majeure that renders the Store unfit for the purpose of this Agreement
- f. Any similar causes

**Section 3.** Nothing in this Agreement prevents the Innocent Party from seeking redress to recover losses incurred due to the actions, omissions, and/or negligence of the Guilty Party.

## **ARTICLE IX MISCELLANEOUS PROVISIONS**

**Section 1.** Repairs and maintenance costs arising from the normal wear and tear of usage, including maintenance of water, electrical, and sewage systems, shall be for the sole account of the SECOND PARTY. Repairs and maintenance arising from the structural or hidden defects of the Store shall be for the account of LGU BACoor. The SECOND PARTY shall not start nor proceed with any major repair work, demolition, or renovation, particularly works or repairs of electrical, plumbing, painting, or any case introduce new permanent improvements, alterations, or fixtures thereon, without the written consent of LGU BACoor.

**Section 2.** This Agreement contains the full and complete agreement among the Parties on the subject matter, and the same shall supersede any and all representations, understandings, or agreements, verbal or written, implied or express, previously made or entered into by them. This Agreement may only be amended upon the written mutual agreement of the Parties. It is understood that all terms and conditions herein provided are subject to and subordinate to the existing laws, rules, and regulations of the LGU BACoor. In case of conflict, the pertinent provisions of the law, rules, and regulations shall prevail.

**Section 3.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

**Section 4.** In complying with and implementing the terms of this Agreement, the Parties shall exercise good faith and cooperation to fulfill their common objective.

**Section 5.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors-in-interest and assigns.

**Section 6.** This Agreement shall not be altered, changed, supplanted, or amended except by a written instrument signed by the duly authorized representatives of the Parties. All amendments to this Agreement shall be deemed valid and binding upon contracted Parties only if made by the mutual

consent in writing of the Party and signed by the original signatories of both Parties to this Agreement. This Agreement shall be legally acceptable after being signed and stamped with the corporate seals by the authorized representatives of the contracted Parties with full corporate power vested to them by their respective Parties. After signing this Agreement, all previous verbal and/or written arrangements about the subject of this Agreement shall be considered null and void.

**Section 7.** The relationship of the Parties under and in relation to this Agreement shall be limited to the matters herein contained. Nothing herein provided shall be considered or interpreted as constituting the relationship of the Parties or any of them as a partnership in which any one or more of the Parties may be liable for the acts or omissions of any other Party or Parties, nor shall anything herein contained be considered or interpreted as constituting any Party as the general agent of any other Party.

**Section 8.** The failure of a Party to insist upon strict performance of any of the terms, conditions, and covenants under this Agreement shall not be deemed a relinquishment or waiver of any right/remedy that the aforesaid Party may have, nor shall it be construed as a waiver of any subsequent breach of the same or other terms, conditions, and covenants. Any waiver, extension, or forbearance of any of the terms, conditions, and covenants of this Agreement by any Party shall be in writing and limited to the particular instance only and shall not in any manner whatsoever be construed as a waiver, extension, or forbearance of any other term, condition, and/or covenant of this Agreement.

**Section 9.** No Party shall be liable for any failure or delay in performing its respective obligations as herein provided if any force majeure event shall be the proximate cause of the same. For purposes of this Agreement, a "Force Majeure Event" shall include, but not be limited to (i) declared or undeclared war, armed hostilities, revolution, rebellion, insurrection, riot, public disorder, and the like; (ii) unforeseen rock formations in the geodetic layers of the identified deep well sites; and (iii) extreme and unforeseen weather conditions, fire, unusual flood, earthquake, and similar calamities or acts of God, and Government's, local or national, declaration of community quarantines and other restrictions; and (iv) expropriation on any part of the site on which the Project will be located. The Party invoking the existence of a Force Majeure Event shall immediately notify the other Party, specifying the nature and details of the Force Majeure Event, how it affects the Party's ability to comply with its obligations hereunder, and a proposed mitigating action to address the same. Upon the cessation of such Force Majeure Event, the Parties shall immediately resume the performance of their obligations hereunder. However, if the Force Majeure Event extends for a period in excess of 180 continuous days, the Parties hereto shall meet to discuss the basis and terms upon which this Agreement be continued or mutually terminated.

**Section 10.** The Parties also agree that both shall exert utmost effort in settling any dispute amicably and peacefully. Any conflict or dispute arising out of this Agreement on the interpretation or implementation of any provision hereof shall be settled amicably within thirty (30) days through the Parties' authorized representatives. Either Party may initiate amicable discussions by sending written notice to the other Party, specifying the alleged dispute, and proposing a schedule for the amicable settlement thereof. In the event that the parties are unable to settle the dispute amicably and resort to any judicial relief be made to enforce any of the Parties' rights and/or the terms and conditions of the Agreement, the Aggrieved Party shall be entitled to recover ATTORNEY'S FEES from the Defaulting Party in the amount equivalent to TWENTY-FIVE PERCENT (25%) of the amount claimed in addition to the Cost of Suit and other litigation expenses, which the law and the court may deem reasonable to award.

**Section 11.** If any part of this Memorandum of Agreement shall for any reason be declared invalid and unenforceable, the remaining portions not affected thereby shall remain in full force and effect as if this Memorandum of Agreement was executed with such invalid portion eliminated or as if the parties would not have executed this Memorandum of Agreement had they known the invalidity or unenforceability thereof.

**Section 12.** This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of the Philippines. Execution, delivery, and performance of this Agreement shall not violate any provision of applicable laws or constitute a breach of any contracts it has entered into.

**Section 13.** Except as may be otherwise specifically provided in this Agreement, all notices required or permitted shall be in writing and shall be deemed to be delivered when deposited in the postal office mail postage prepaid, certified or registered mail, return receipt requested, addressed to the Parties at their respective address outlined in this Agreement, or at such other addresses as may be subsequently specified by written notice.

**IN WITNESS WHEREOF**, the parties hereunto affixed their hands in signature together with their instrumental witnesses this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, in the City of Bacoor, Province of Cavite.

**CITY GOVERNMENT OF  
BACOR**

By:

**Hon. STRIKE B. REVILLA**

*City Mayor*

City Resolution No. \_\_\_\_

Series of \_\_\_\_

**DAILY DEAL GROCERY STORE**

By:

  
**IRENE CABRERA FRANCISCO**

*Owner*

SIGNED IN THE PRESENCE OF:

**ATTY. AIMEE TORREFRANCA-  
NERI**

*City Administrator*

Office of the City Administrator

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES)  
City of Bacoor, Cavite) S.S.

**BEFORE ME**, a Notary Public for and in the City of Bacoor, Province of Cavite, this \_\_\_\_ day of \_\_\_\_\_ 2023, personally appeared the following persons:

| NAME                               | ID | ID NUMBER /<br>PLACE OF<br>ISSUANCE | VALIDITY |
|------------------------------------|----|-------------------------------------|----------|
| <b>HON. STRIKE B.<br/>REVILLA</b>  |    |                                     |          |
| <b>IRENE CABRERA<br/>FRANCISCO</b> |    |                                     |          |

Known to me, and to me known to be the same persons who executed the foregoing Memorandum of Agreement and acknowledged to me that they executed the same as their free and voluntary act and deed as well as those of the entities they represent. The foregoing Agreement consisting of \_\_\_\_\_ (\_\_\_\_) pages, including this page where the acknowledgment appears, has been signed by the parties and their instrumental witnesses on each page hereof.

**WITNESS MY HAND SEAL** on the date and at the place above written.

Doc. No. \_\_\_\_\_

Page No. \_\_\_\_\_

Book No. \_\_\_\_\_

Series of 202\_\_\_\_