

BY:


RAMIL R. RAVIZ
President

CONTRACT NO. LOG MSSP 2025-05-031-ALC

SUPPLY OF LABOR AND MATERIALS FOR CAPABILITY BUILDING TRAINING AND LIVELIHOOD DEVELOPMENT (AGROFORESTRY FARM AND ORGANIC FERTILIZER FARM PRODUCTION) INSIDE THE PANTABANGAN-CARRANGLAN WATERSHED FOREST RESERVE (PCWFR) HO-PWA25-005 / SVP241204-KL00574 (SVP2)

KNOW ALL MEN BY THESE PRESENTS:

This Contract made and entered into in Quezon City, Philippines, by and between:

The **NATIONAL POWER CORPORATION**, a government-owned and controlled corporation duly organized and existing under and by virtue of Republic Act No. 6395, as amended, with its principal office address at Gabriel Y. Itchon Building, Sen. Miriam P. Defensor-Santiago Avenue (formerly BIR Road) cor. Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its Senior Vice President and Chief Operating Officer, **ATTY. MELCHOR P. RIDULME**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

- and -

CAPALONGA MANGROVE DEVELOPMENT ASSOCIATION, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Barangay Camagsaan, Capalonga, Camarines Norte, Philippines, herein represented by its President, **MR. RAMIL R. RAVIZ**, who is duly authorized to represent it in this transaction, hereinafter referred to as **CONTRACTOR**.

WITNESSETH: That –

WHEREAS, on 14 January 2025, NPC posted the Request for Quotation for the Negotiated Procurement (Small Value Procurement) for the Supply of Labor and Materials for Capability Building Training and Livelihood Development (Agroforestry Farm and Organic Fertilizer Farm Production) Inside the Pantabangan-Carranglan Watershed Forest Reserve (PCWFR);

WHEREAS, out of four (4) prospective bidders who were invited to participate, only one (1) prospective bidder secured the terms of reference and participated in the bid opening conducted on 20 January 2025;

Contract between NPC and Capalonga Mangrove Development Association, Inc.
Service Contract for the Supply of Labor & Materials for Capability Building Training and Livelihood Development (Agroforestry Farm and Organic Fertilizer Farm Production) Inside Pantabangan-Carranglan Watershed Forest Reserve (PCWFR)
Contract No. LOG MSSP 2025-05-031-ALC

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION

(NPC)

BY:


JOVALE A. DE LEON
(CONTRACTOR)


EMMANUEL A. UMALI
OIC, Office of the Sr. Dept. Manager –
Resource Management Services


ATTY. MELCHOR P. RIDULME
Senior Vice President and COO

BY:


RAMIL R. RAVIZ
President

WHEREAS, CONTRACTOR's bid quotation was considered as the single calculated and responsive quotation;

WHEREAS, NPC accepted the said bid quotation of the SUPPLIER;

NOW, THEREFORE, in view of the foregoing premises and for and in consideration of the mutual covenants and stipulations hereinafter provided, the parties hereto have agreed as follows:

ARTICLE I DOCUMENTS COMPRISING THE CONTRACT

The following documents are hereby incorporated and made part of this Contract as though fully written out and set forth herein insofar as they are not inconsistent with the terms hereof:

1. Terms of Reference for the Supply of Labor and Materials for Capability Building Training and Livelihood Development (Agroforestry Farm and Organic Fertilizer Farm Production) Inside the Pantabangan-Carranglan Watershed Forest Reserve (PCWFR), PR No. HO-PWA25-005 / SVP241204-KL00574 (SVP2);
2. Notice of Award dated 14 May 2025;
3. Report on the Result of Bid Opening and Post Qualification dated 28 March 2025;
4. CONTRACTOR's bid proposal dated 17 January 2025; and
5. Notice to Proceed;

The documents mentioned above shall collectively be referred to as "Contract Documents".

In the event that there is any discrepancy/inconsistency between the provisions of the Contract and the Contract Documents mentioned above, the latter shall govern. Should there be any inconsistency/discrepancy, among the Contract Documents, the document with the latest date shall prevail.

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION
(NPC)

BY:


ATTY. MELCHOR P. RIDULME
Senior Vice President and COO


EMMANUEL A. UMALI
OIC, Office of the Sr. Dept. Manager -
Resource Management Services

(CONTRACTOR)


JONATHAN Z. DAFALEON

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BY:


RAMIL R. RAVIZ
President

SIGNED IN THE PRESENCE OF:


JONATHAN Z. DE LEON
(CONTRACTOR)


EMMANUEL A. UMALI
OIC, Office of the Sr. Dept. Manager –
Resource Management Services

BY:


ATTY. MELCHOR P. RIDULME
Senior Vice President and COO

ARTICLE II **SCOPE OF WORKS**

The project has three major aspects namely: Livelihood Projects;
1. Training on Agroforestry Farm and Organic Fertilizer Production Area Establishment; 2. Linking farmer beneficiaries to possible markets and
3. Monitoring of activities and progress of farmer beneficiaries. Thought-out the implementation of the project, the activities are the following:

1. Leveling off meeting – the implementing party shall discuss with PCWAT the design, materials, beneficiary development and assessment and other activities related to the livelihood project, PCWAT / WMD shall approve the design, material and other livelihood related documents / activities.

2. Coordinate with concerned Local Government Units (LGUs), GAs and local communities prior to the implementation of “Community Development Project” and conduct leveling off meeting with the beneficiaries.

3. Implementation of the livelihood project – the livelihood project shall be composed of pre-training assessment, training proper, provision of farming materials for establishment of the Agroforestry farm and organic fertilizer production area, post training assessment, progress monitoring and assistance, and farm to market linking;

The CONTRACTOR shall facilitate the conduct of training, provide the venue and lecture materials to the project / farmer beneficiaries prioritizing the volunteers of protection and fire suppression. The said participants shall constitute all the barangays covered by PCWFR.

4. Submit a final report to NPC-PCWAT, detailing the activities undertaken during the implementation of the project, including photo (geotagged) documentation organized and properly captioned, attendance sheets, and other related documents.

ARTICLE III **TARGET BENEFICIARIES**

The beneficiaries are five (5) members of the fire suppression team / volunteer from each barangay inside PCWRF.

ARTICLE IV **REPORT WRITING**

The contents of the report shall be the following:

1. Rationale of the Program
2. Purpose and Objectives
3. Program Management

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4. Project Implementation Strategies
5. Project Expected Outputs and Accomplishment
6. Budget Schedule
7. Project Information
8. Project Attachment
 - 8.1 Training Module
 - 8.2 Training Attendance
 - 8.3 Audited Financial Report
 - 8.4 Pictures / photo documentation
 - 8.5 Conclusion and Recommendation

ARTICLE V STANDARD OF SERVICES

The Project Team shall be required to perform its services with the degree of skill and judgment normally exercised by respected institutions performing services of similar nature. It shall exercise all reasonable skill, care and diligence in the discharge of its duties agreed to be performed consistent with the best interest of NPC. To attain these ends, the team shall provide personnel with adequate qualifications and experience and number as may be required to fulfill its scope of work.

ARTICLE VI DELIVERABLES

The Project Team shall be required to submit to NPC-PCWAT the following reports:

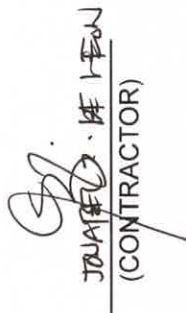
1. Project Proposal

A Project proposal shall be submitted to NPC, which contain, Project Development Plan, methodology, timetable and costs of the project. Said plan must have been approved by both parties.

2. Inception Report

The report shall contain the detailed work plan to be undertaken for the project, including schedules and resource requirements. This shall be submitted immediately after the kick-off conference between parties or within two (2) weeks after the issuance of the Notice to proceed (NTP) and before the start of the activities.

SIGNED IN THE PRESENCE OF:


JOVANTE H. HIZON
(CONTRACTOR)

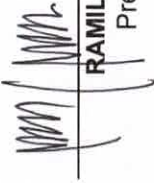

EMMANUEL A. UMALI
OIC, Office of the Sr. Dept. Manager -
Resource Management Services

NATIONAL POWER CORPORATION
(NPC)

BY:


ATTY. MELCHOR P. RIDULME
Senior Vice President and COO

BY:


RAMIL R. RAVIZ
President

3. Progress Report and Terminal Report

The progress report shall contain the details of activities conducted for each progress period. The progress report shall be submitted every progress billing as attachment for the release of funds.

The final report shall be submitted in three (3) copies within two weeks after the presentation.

ARTICLE VII **TIME FRAME**

The project shall commence upon issuance / receipt of the NTP and shall be completed within six (6) months.

ARTICLE VIII **PROJECT FUNDING**

The project cost shall be funded under Capability Building Training and Livelihood Development Job Order No. A004461 – Plan 12.

ARTICLE IX **TOTAL CONTRACT PRICE AND MODE OF PAYMENT**

The Total Contract Price shall be in the amount of and not exceeding **PHILIPPINE PESOS FOUR HUNDRED SEVENTY THOUSAND ONE HUNDRED PESOS (PHP 470,100.00) ONLY.**

All taxes, custom duties, tariffs, exports, excise and all other taxes assessed and charged by the taxing authority of the country of origin upon production, manufacture or shipment of all materials, equipment and supplies to be furnished under the Contract shall be borne by the CONTRACTOR.

In addition, all taxes, fees, insurance and cost of delivery to site shall be borne by the CONTRACTOR.

The CONTRACTOR must comply with BIR Revenue Regulation No. 17-2025 dated 17 September 2024.

SIGNED IN THE PRESENCE OF:


(CONTRACTOR)


EMMANUEL A. UMALI
OIC, Office of the Sr. Dept. Manager –
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(NPC)

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ATTY. MELCHOR P. RIDULME
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BY:

RAMIL R. RAVIZ
President

SIGNED IN THE PRESENCE OF:


JOSEY Z. DE LEON
(CONTRACTOR)
EMMANUEL A. UMALI
OIC, Office of the Sr. Dept. Manager –
Resource Management Services

NATIONAL POWER CORPORATION

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ATTY. MELCHOR P. RIDULME
Senior Vice President and COO

Materials (Farm Input)	Agro Forestry Demo farm Materials	U/M	Quantity	Unit Cost	Total Cost
1. Agroforestry Component	Training Cost	Lot	1	62,105.00	62,105.00
	Resource Person	Lot	1	8,000.00	8,000.00
	Rambutan Seedlings	Sdls	135	100.00	13,500.00
	Calamansi Seedlings	Sdls	135	100.00	13,500.00
	Guyabano Seedlings	Sdls	135	100.00	13,500.00
	Assorted Vegetable Seeds	Kg	40	400.00	16,000.00
	Complete Fertilizer (14-14-14)	Sack	27	2,200.00	59,400.00
	Herbicide	L	9	2,000.00	18,000.00
	Shovel	Pcs	9	865.00	7,785.00
	Backpack Sprayer (20 L Capacity; Electric & Manual Mode; Rechargeable)	Units	9	7,005.00	35,025.00
	Bolo	Pcs	9	865.00	7,785.00
	Garden Hose (5/8"; 25 meters / roll)	Rolls	9	1,600.00	14,400.00
	Plastic Drum	Units	9	2,000.00	14,000.00
SUB TOTAL					P 283,000.00
2. Organic Fertilizer Production Component	Training Cost	Lot	1	62,105.00	62,105.00
	Resource Person	Lot	1	8,000.00	8,000.00
	Rake	Pcs	9	865.00	7,785.00
	Polyester Plastic Bags (#28; 35 sq.m/pc)	Pcs	36	410.00	14,760.00
	Activator/Decomposer	Sack s	27	1,650.00	44,550.00
	Sack with Plastic Lining	Kg	270	20.00	5,400.00
	Wheel Barrow	Unit	9	4,500.00	40,500.00
	Plastic Drum	Unit	2	2,000.00	4,000.00
SUB TOTAL					P 187,100.00
TOTAL AMOUNT					P 470,100.00

ARTICLE X PERFORMANCE SECURITY

To guarantee the faithful performance of the CONTRACTOR's obligation under this Contract, the CONTRACTOR shall post a performance security which shall remain valid and effective during the contract duration.

- Cash, Manager's/Cashier's Check, Bank Draft/Guarantee issued by a Universal or Commercial Bank or Irrevocable Letter of Credit issued by a Universal or Commercial Bank. Provided however, that it shall be confirmed or authenticated by a reputable local Universal or Commercial Bank if issued by a Foreign Bank equivalent to Five Percent (5%) of the contract price.

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BY:



RAMIL R. RAVIZ
President

SIGNED IN THE PRESENCE OF:



JONATHAN Z. LEON
(CONTRACTOR)



EMMANUEL A. UMALI
OIC, Office of the Sr. Dept. Manager -
Resource Management Services

NATIONAL POWER CORPORATION

(NPC)

BY:



ATTY. MELCHOR P. RIDULME
Senior Vice President and COO

- b. Surety Bond callable upon demand and penal in nature issued by a Surety or Insurance Company duly certified by the Insurance Commission as authorized to issue such security which shall be Thirty Percent (30%) of the total contract price.

The Insurance Company that will issue Performance Security must be accredited by the Insurance Commission and acceptable to NPC.

The performance security shall be valid for the duration of the contract and shall remain valid and effective until after sixty (60) days from NPC's final acceptance of the item. The Performance Bond shall also be answerable for any damages or penalties or any expenses that NPC may suffer as a result of the failure of the CONTRACTOR to perform its obligations under this Contract. The Performance Bond shall be entirely forfeited by NPC upon default of the CONTRACTOR.

In case of surety bond, any extension of the contract time granted to the CONTRACTOR, shall be considered as given, and any modification of the Contract shall be considered as authorized, as if with the expressed consent of the surety, provided that such extension or modifications falls within the effective period of the said surety bond. However, in the event that such extension of the contract time would be beyond the effective period of the surety bond first posted, it shall be the sole obligation of the CONTRACTOR to post an acceptable Performance Security within ten (10) calendar days after the contract time extension has been granted by NPC.

ARTICLE XI **LIQUIDATED DAMAGES**

Should CONTRACTOR fails to satisfactorily deliver any or all of the Goods and/or to perform the services within the period(s) specified in this Contract inclusive of duly granted time extensions if any, NPC shall, without prejudice to its other remedies under this Contract and under the applicable law, deduct from the Contract Price, as liquidated damages, the applicable rate of one tenth (1/10) of one (1) percent of the cost of unperformed portion for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%) of the contract amount, NPC may rescind or terminate the Contract without prejudice to other courses of action and remedies open to it.

ARTICLE XII **NON-ASSIGNMENT AND NO SUB-CONTRACTING**

The CONTRACTOR shall not, without the written approval of NPC, assign, transfer, pledge, sub-contract, or make any other disposition of interest in this Contract. Any unapproved assignment, transfer, pledge, sub-

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BY:



RAMIL R. RAVIZ
(President)

SIGNED IN THE PRESENCE OF:


JONABEL Z. DE LEON
(CONTRACTOR)


EMMANUEL A. UMALI

OIC, Office of the Sr. Dept. Manager –
Resource Management Services

(NPC)

BY:


ATTY. MELCHOR P. RIDULME

Senior Vice President and COO

contracting or any other disposition, shall be sufficient ground for NPC to terminate or cancel this Contract motu proprio without need of judicial action. Should NPC give its written approval, such consent shall not relieve the CONTRACTOR of its responsibilities under the Contract. The CONTRACTOR shall ensure that the terms and conditions of any sub-contract shall comply and conform with the terms and conditions of this Contract. The CONTRACTOR shall be responsible for the observance by the sub-CONTRACTOR of the terms and conditions of this Contract.

If any portion of the project sub-contracted is not performed faithfully in accordance with the contract, the sub-CONTRACTOR shall be removed or replaced immediately upon the written request of NPC, provided, however, that any failure of NPC to make such request shall not relieve the CONTRACTOR of its obligations under the contract. NPC shall not be responsible for the delays or costs incurred by the CONTRACTOR because of the disapproval or removal of the sub-CONTRACTOR, or because of the late submission of its approval.

ARTICLE XIII AGREEMENT MODIFICATION

No modification, alteration or waiver of any provision of this agreement shall be binding upon the Parties unless evidenced by a written amendment signed by the Parties.

ARTICLE XIV SUSPENSION OF WORK

NPC may suspend the work wholly or partly by written order for a certain period of time, as it deems necessary due to force majeure or any fortuitous events as defined in the contract. The CONTRACTOR shall take all reasonable steps to minimize the costs allocable to the work covered by such order during work stoppage.

Before the suspension order expires, the procuring entity concerned shall either lift such order or terminate the work covered by the same. If the suspension order is lifted, or if the period of the order expires, the CONTRACTOR shall have the right to resume work. Appropriate adjustments shall be made in the delivery or contract schedule, or contract price, or both, and the contract shall be modified accordingly.

ARTICLE XV PRE-TERMINATION

Notwithstanding any provision to the contrary, NPC has the right to terminate, cancel and/or rescind this contract motu proprio, without need of judicial action, in case of breach thereof by the CONTRACTOR, by giving at

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BY:



RAMIL R. RAVIZ
President

SIGNED IN THE PRESENCE OF:



JOAQUIN B. DELA ROSA
(CONTRACTOR)



EMMANUEL A. UMALI
OIC, Office of the Sr. Dept. Manager -
Resource Management Services

NATIONAL POWER CORPORATION

(NPC)

BY:



ATTY. MELCHOR P. RIDULME
Senior Vice President and COO

least ten (10) day written notice, which shall be final and binding on all parties. Upon receipt of NPC's notice, the CONTRACTOR cannot remove, withdraw or pull-out any equipment, machinery, tool, material and supply brought to the project site without the written approval of NPC.

Any misrepresentation made by the CONTRACTOR in the submission of documents, or suppression of material facts, which if known could have disqualified the CONTRACTOR gives NPC the immediate right or recourse to motu proprio, without need of judicial action, rescind, abrogate or otherwise terminate the Contract.

Within thirty (30) days after termination, cancellation or rescission of this Contract, the Parties shall settle their respective accountabilities as of the date of termination, cancellation, or rescission, including the refund of any and all advances made, plus legal interest from the date of receipt of the amount or amount advanced.

ARTICLE XVI WARRANTY CLAUSE

CONTRACTOR hereby warrants that he or his representative has not offered or paid, directly or indirectly, any government officer and NPC official or employee any consideration or commission for the Contract nor has he or his representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the CONTRACTOR will not subcontract any portion or portions of the scope of work of the Contract awarded to him to any official or employee of the NPC and to the relatives within the 3rd degree of consanguinity or affinity of NPC's officials who are directly and indirectly involved in Contract awards or project execution; and that if any commission is being paid to a private person; he shall disclose the name of said person and the amount being paid; and that any violation of this Warranty shall constitute sufficient ground for the rescission or cancellation of this Contract; or the reduction from the Contract Price of the consideration or commission paid without prejudice to the filing of any action for the violation of RA No. 3019 as amended (otherwise known as the Anti-Graft and Corrupt Practices Act) and/or other applicable laws against the CONTRACTOR and/or his representative and/or the erring NPC official(s) and employee(s).

ARTICLE XVII JOINT AND SEVERAL LIABILITY

The liability of the CONTRACTOR and/or any and all of the entities representing it on any manner under this Contract or relating thereto is joint and several, and for this reason NPC may proceed against any or all of them.

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9

BY:



RAMIL R. RAVIZ
President

ARTICLE VIII VALIDITY CLAUSE

If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.

ARTICLE XIX EFFECTIVITY

This Contract shall become effective upon receipt of the Notice to Proceed.

ARTICLE XX VENUE OF ACTION

The parties hereto agree that the venue of action for any cause or causes of action which may arise in connection with this Contract, after failure to settle the same amicably, shall be exclusively in the proper courts of Quezon City

SIGNED IN THE PRESENCE OF:



JONATHAN L. DE LEON
(CONTRACTOR)



EMMANUEL A. UMALI
OIC, Office of the Sr. Dept. Manager -
Resource Management Services

BY:

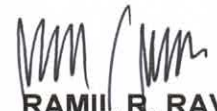


ATTY. MELCHOR P. RIDULME
Senior Vice President and COO


IN WITNESS WHEREOF, the parties hereto have signed this Contract this 4th day of June, 2025 at Quezon City, Philippines.

NATIONAL POWER CORPORATION (NPC)
CAPALONGA MANGROVE DEVELOPMENT ASSOCIATION, INC. (CONTRACTOR)

BY: 
ATTY. MELCHOR P. RIDULME
Senior Vice President and COO


BY: 
RAMIL R. RAVIZ
President

SIGNED IN THE PRESENCE OF:


EMMANUEL A. UMALI
Officer-in-Charge, Office of the Sr.
Department Manager – Resource
Management Services
(NPC)


JONABEL Z. REYES
(CONTRACTOR)

FUNDS AVAILABLE


for: **LORLINA E. BOMEDIANO**
Sr. Department Manager, Finance

(E)

CERTIFIED FUNDS AVAILABLE	
PERIOD	2025
JOB ORDER	JO # 1804461
COST CENTER	4306033
AMOUNT	\$470,100.00

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

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this _____ day of JUN 04 2025 2025, personally appeared **ATTY. MELCHOR P. RIDULME**, Senior Vice President and COO, **NATIONAL POWER CORPORATION**, with Document Identification in the form of Company ID No. APW130003, known to me and to me known to be the same person who executed the foregoing instrument consisting of thirteen (13) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and he acknowledged before me that the same is his free and voluntary act and deed and that of the Company he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public
Until December 31, 2025
IBP Lifetime No.: _____
PTR No.: _____

Doc. No. 311 ;
Page No. 64 ;
Book No. 2 ;
Series of 2025.


ATTY. LUDY BARAGON
Notary Public for Quezon City
Commission No. NP-393 (2024-2025)
Commission Expires on 31 December 2025
Roll No. 84558
IBP No. 500293; 01/06/25; Quezon City
PTR No. 6990482 D; 01/03/25; Quezon City
MCLE No. VIII-0014714; 10/16/24; Quezon City
4th Floor Gabriel Y. Itchon Building Senator Miriam
P. Defensor-Santiago Avenue (formerly BIR Road)
Corner Quezon Avenue, Diliman, Quezon City

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REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S

ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for and in Quezon City, Philippines, this MAY 27 2025 day of 2025, personally appeared **MR. RAMIL R. RAVIZ**, President, **CAPALONGA MANGROVE DEVELOPMENT ASSOCIATION, INC.** with Identification Document in the form of DRIVER'S LICENSE, issued by LTO at DAET, CAM NORTE, on 04 15 2022, known to me and to me known to be the same person who executed the foregoing instrument consisting of thirteen (13) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and he acknowledged before me that the same is his free and voluntary act and deed and that of the Company he represents.

WITNESS MY HAND AND NOTARIAL SEAL, at the place and on the date first above written.

Notary Public
Until December 31, 2025
IBP Lifetime No.: _____
PTR No.: _____

Doc. No.: 478
Page No.: 47
Book No.: 1
Series of 2025.

ATTY. MA. GEMMA JANE G. LABANGCO
Notary Public for Quezon City
Valid Until December 31, 2025
PTR No. 6885733 01/06/2025
IBP No. 379759
Roll No. 85127
MCLE Compliance No. VII-0004513
Valid Until April 14, 2028
Adm. Matter No. NP-095 (2025-2026)

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