

Westside City Phase 1 – Site B

Bagong Nayong Pilipino Entertainment City, Parañaque City

E.E. Black Ltd.,
111 Paseo Building,
Paseo de Roxas Avenue,
Legaspi Village, Makati City,
Philippines

**Attention: NOEL S. VILLEGAS
COUNTRY MANAGER**

Subject: Project Name: Westside City Phase 1 – Site B

**Contract no. D(WCRW)024: Fit-Out Works for Area 3 | Casino and VIP Gaming
(FOH and 3 F&B's GF to L1)
Supply and Delivery Package - Direct Contract
Letter of Award (LOA)**

Ref: 10041910-LOA-G-20240731-D(WCRW)024(B)
Date:

Dear Sir,

Following the receipt of your tender submission and subsequent discussions in connection with the above stated package, **Suntrust Resort Holdings, Inc.** (hereinafter referred to as the "**Employer**" (or "**Owner**" as appropriate), hereby confirms that your tender offer and subsequent agreed amendments for the above captioned Supply and Delivery Package ("**The Works**") are acceptable.

On the above basis, we are awarding The Works to **E.E. Black Ltd.** as a Direct Contractor (hereinafter referred to as "**Contractor**") on the Project at a fixed lump sum price of **Seven Hundred Nineteen Million, Four Hundred Five Thousand, Seven Hundred Thirty-Three Pesos and 11/100 (Php 719,405,733.11)** Only as the Contract Sum (hereinafter referred to as the "**Contract Sum**"). The Contract Sum is inclusive of Value Added Tax ("VAT") and other necessary duties, fees and taxes and all costs necessary for the proper execution of The Works and subject to the terms and conditions as stipulated in the Tender Documents, subsequent correspondences and the following terms and conditions:

1. Contract Sum and Terms of Payment

1.1 The awarded Contract Sum is as detailed as follows:

<u>Description</u>	<u>Php</u>
i) Bill No. 1 – General Conditions and Preliminaries	49,156,593.70
ii) Bill No. 2A – GF Base Tender	210,015,852.67
iii) Bill No. 2B – UG Base Tender	25,737,909.11
iv) Bill No. 2C – L1 Base Tender	162,686,895.14
v) Bill No. 3A – GF Optional Supply and Install Items	294,917.35
vi) Bill No. 3B – UG Optional Supply and Install Items	nil
vii) Bill No. 3C – L1 Optional Supply and Install Items	nil

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1.1 The awarded Contract Sum is as detailed as follows: (Cont'd)

<u>Description</u>	<u>Php</u>
viii) Bill No. 4A – GF Provisional Quantities	6,638,683.60
ix) Bill No. 4B – UG Provisional Quantities	5,141,486.84
x) Bill No. 4C – L1 Provisional Quantities	10,242,915.35
xi) Bill No. 6 – Dayworks	Rates Only
xii) Bill No. 8 – Attic Stock Requirement	74,849.06
xiii) Employer's Provisional Sum	249,415,630.29
Total – Contract Sum (Supply and Delivery)	<u>Php 719,405,733.11</u>

The Contract Sum is a fixed lump sum price and shall not be adjusted or altered in any way whatsoever other than in accordance with the express provisions of this LOA and Contract Documents. The Contractor is deemed to be satisfied that the Contract Sum provides for all matters and incidentals necessary to achieve the proper and timely completion of The Works fit for purpose, in accordance with the terms of this LOA and Contract Documents, notwithstanding the fact that they may not be particularized in this LOA and Contract Documents.

1.2 An advance payment will be given equivalent to **Twenty Percent (20%)** of the Total Contract Sum, excluding Provisional Sum. This amount shall be released in stages, as follows:

- a. **Ten Percent (10%)** of the value of the Contract Sum, excluding Provisional Sum, shall be released to the Contractor by the Employer following the issuance by the Contractor of their conformity and signed acceptance of the Letter of Award and return to the Employer and the Contractor's submission of the Advance Payment Bond to the Employer, equivalent to the amount of the advance payment.
- b. **Ten Percent (10%)** of the value of the Total Contract Sum, excluding Provisional Sum, shall be released to the Contractor after two (2) months from the issuance by the Contractor of their conformity and signed acceptance of the Letter of Award and return to the Employer.

PROVIDED THAT credit shall be given to the **One Hundred Million Pesos (100,000,000.00)** payment paid by the Employer to the Contractor for pre-LOA works under Works Order No. D(WCRW)024-WO1552024 ("**Works Order**") for Fit-Out Works for Area 3 | Casino and VIP Gaming (FOH and 3 F&B's GF to L1) [D(WCRW)024].

The Contractor shall submit one (1) Advance Payment Bond for both stages of payment above to the Employer equivalent to Twenty Percent (20%) of the Contract Sum. The Advance Payment Bond is to be provided to the wording approved by the Employer and issued by an approved insurance company or Bank acceptable to the Employer. The balance of the Contract Sum shall be paid in accordance with the provisions set out in the Contract Documents. The Advance Payment Bond is to be valid up to the date of full recovery of the bond amount.

1.3 The Contractor shall provide the Employer with a Performance Bond to the wording approved by the Employer and issued by an approved insurance company or Bank acceptable to the Employer in the sum of **Fifteen Percent (15%)** of the value of the Contract Sum, excluding Provisional Sum, as security for the due performance of the Contractor's obligations under the Contract Documents. The Performance Bond is to commence on the Commencement Date and to extend up to the Date of Completion of The Works which is stated in the Taking Over Certificate.

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- 1.4 The Contractor shall provide the Employer with a Guarantee Bond to the wording approved by the Employer and issued by an approved insurance company or Bank acceptable to the Employer equivalent to **Five Percent (5%)** of the value of the Contract Sum, excluding Provisional Sum as security for the due performance of the Contractor's obligations under the Contract Documents during the Defects Liability Period. The Guarantee Bond is to commence on the date stated in the Taking Over Certificate of The Works and is to be extended up to the date stated in the Certificate of Completion of Making Good Defects.
- 1.5 For purposes of 1.2 to 1.4 above, the Contractor shall mandatorily renew the Advance Payment Bond, Performance Bond and Guarantee Bond before any expiry to sufficiently cover the entire duration of The Works.
- 1.6 In the event there are discrepancies between the Contract Sum and contents of the Bills of Quantities, revisions to the Bills of Quantities to align with the Contract Sum will be proportionally applied as a percentage in the unit rates in the Bills of Quantities to the final Contract Sum.
- 1.7 The rate of Liquidated and Ascertained Damages for delayed completion of The Works shall be 1/10th of 1% of the awarded Contract Sum per Calendar Day or fraction of Calendar Day thereof of delay to a limit of 10% of the awarded Contract Sum.
- 1.8 The execution of any Provisional Sums in the Bills of Quantities shall be at the sole discretion and determination of the Employer. The Contractor shall not proceed with any of The Works, the subject of a Provisional Sum unless instructed by the Project Manager.

2. Commencement and Completion Dates

The Contractor is to proceed with The Works upon the acceptance (agreed and signed) of this LOA. The Commencement Date of The Works is hereby stated as 15 May 2024, as indicated in the Works Order No. D(WCRW)024 -WO1552024 ("**Works Order**").

The contractual milestone dates for the Completion of The Works shall be as follows:

- Phase 1 – GF and UG (including associated F&B) – 270 Calendar Days from Commencement Date
- Phase 2 – L1 (including associated F&B) – 300 Calendar Days from Commencement Date
- Construction Mock-ups (Quality Benchmark) Installation – 90 Calendar Days from the Commencement Date

Date of Completion of The Works is 300 Calendar Days from the Commencement Date.

The above Completion of The Works are subject to coordination and adjustment in accordance with the Main Contractor's Master Programme.

The Completion Date for the whole of The Works shall be the date of Taking Over of The Works and upon issuance of the Taking Over Certificate.

3. Contract Specifications

The Contract Specifications shall be the specifications contained in the following documents issued:

- a. Tender Documents dated 04 May 2023 – Technical and Material Specification
- b. Post Tender Clarification No. 2 dated 31 July 2023 – Material Compliance Form

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4. Contract Drawings

The Contract Drawings shall be the drawings contained in the following documents issued:

- a. Tender Documents dated 04 May 2023
- b. Post Tender Addendum No. 2 dated 18 August 2023 (F&B Drawings)
- c. Response to Tender Query No. 16 – Technical and Commercial (Consolidated)_rev 01 dated 18 September 2023

Notwithstanding the Contract Drawings referred to above, the Contractor agrees that the Contract Sum and the rates in the Bills of Quantities shall be inclusive of all ancillary and other works and expenditure, whether separately or specifically mentioned or described in the Contract Documents or not, which are either indispensably necessary to carry out and bring to Completion of The Works described in the Contract Documents, or which may contingently become necessary to overcome difficulties before completion.

The Contract Drawings shall be read and construed as a whole. Any discrepancy or divergence occurring in or between these Contract Drawings as to the precise extent or nature of any part of The Works to be carried out, should immediately be notified in writing of the same to the Project Manager. No claim thereof shall be entertained in those cases where the Contract Documents intention is capable of being resolved by the interpretation of the Contract Drawings as a whole.

The Contractor confirms that the Contract Drawings are sufficient to prepare, at Contractor's cost, the Working Drawings for construction. Working Drawings shall include shop drawings and coordination drawings.

5. Contract Documents

In addition to the matters outlined above, the following letters and documents shall constitute integral parts of the Contract:

- 5.1 LETTER OF AWARD (LOA)
- 5.2 SUPPLEMENTARY CONDITIONS TO THE CONDITIONS OF CONTRACT (Attachment 2)
- 5.3 FORM OF CONTRACT FOR USE IN THE PHILIPPINES (Ninth Edition, 2019)
 - Contents
 - Index
 - Articles of Agreement
 - Conditions of Contract
 - Appendix A – Appendix to the Form of Contract for the Use in the Philippines
 - Appendix B – Health and Safety Plan – Contractor's Minimum Project Site Safety Requirements
- 5.4 Contract Specifications
- 5.5 Contract Drawings
- 5.6 Bill of Quantities (dated 27 May 2024)
 - Bill 1 – General Conditions and Preliminaries
 - Bill 2A – GF Base Tender
 - Bill 2B – UG Base Tender
 - Bill 2C – L1 Base Tender
 - Bill 3A – GF Optional Supply and Install Items
 - Bill 3B – UG Optional Supply and Install Items

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Bill 3C – L1 Optional Supply and Install Items
Bill 4A – GF Provisional Quantity
Bill 4B – UG Provisional Quantity
Bill 4C – L1 Provisional Quantity
Bill 6 – Dayworks
Bill 8 – Attic Stock Requirements
Employer's Provisional Sum
Final Summary

5.7 Contract Correspondence List and Clarifications (Attachment 3).

For the purposes of interpretation, the priority of the documents shall be in accordance with the above sequence.

6. Other Conditions

- 6.1 Unless otherwise expressly and specifically accepted by the Employer in writing in the documents / correspondence (Contract Correspondence List and Clarifications), all tender qualifications / General Notes / departures / non-compliance from the original Tender Documents / Drawings proposed by the Contractor, if any, are hereby unconditionally agreed to be withdrawn.
- 6.2 The Employer reserves the right to assign LOA to a nominated subsidiary at its sole discretion at any time during the Contract Documents. The Contractor has no objection to such an assignment.
- 6.3 Should it be necessary, the Employer reserves the right to assign this LOA as an Assigned Key Contract under the Employer's Omnibus Loan and Security Agreement ("OLSA") dated 08 June 2023, as amended on 26 July 2023 ("Amendment") (collectively the "Omnibus Agreement") with China Banking Corporation (the "Lender" or "China Bank"). The Contractor has no objection to such an assignment if so required. Should this Letter of Award be deemed to be an Assigned Key Contract, the Contractor binds and obligates itself to issue and execute a Counterparty Consent in the form prescribed by the Employer.
- 6.4 The Contractor acknowledges that the Employer has engaged in a Main Contract with a Main Contractor on the Project. The Main Contractor is fully responsible for the Project Site, including all Health and Safety matters. The Contractor will comply with all Health and Safety policies on the Project Site implemented by the Main Contractor and shall comply with any written instructions issued by the Main Contractor with respect to Health and Safety Matters, general operation of the Project Site and facilities provided by the Main Contractor on the Project Site, which should be accepted by the Contractor including monetary penalties. The Contractor shall co-operate and coordinate with the Main Contractor in the execution of The Works and will be required to adjust the execution of the Contractor's activities of The Works on the Project Site to comply with the Main Contractor's Master Programme. The Contractor further agrees no claims for additional time and / or cost in relation to adjusting the execution of the Contractor's activities of The Works on the Project Site to comply with the Main Contractor's Master Programme will be entertained. The Main Contractor is Megawide Construction Corporation (MCC). A copy of the Main Contractor's Master Programme is attached as Attachment 5.
- 6.5 The Employer shall be represented in the Project by a Project Manager. The Project Manager is delegated by the Employer to act on behalf of the Employer in accordance with the terms and conditions of the Contract Documents. The Project Manager is Arcadis Philippines, Inc. The Project Manager Nominated Representative is Joseph Atabug.
- 6.6 Upon acceptance of this Letter of Award, the Contractor is to open an exclusive bank account for the deposit of the Advance Payment by the Employer. This bank account will be under the exclusive control and use of by the Contractor in the execution of The Works.

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For ease of processing, the Employer prefers that China Bank or Union Bank of the Philippines be utilized for this purpose. The Contractor commits to use the Advance Payment solely in the execution of The Works. The Contractor agrees to grant the Project Manager sight of transactions associated with this bank account, if requested to justify and substantiate that the Advance Payment has been used exclusively for execution of The Works.

- 6.7 The Contractor must not disclose any Confidential Information, advertise or publicize any material or issue or release to the media any information or publication in connection with The Works, Contract Documents or Project, unless authorized by the Employer in writing. In line with this, the Contractor agrees to execute a Confidentiality and Non-Disclosure Agreement.
- 6.8 The Contractor acknowledges that given the amount of this Award, there may be a need for the Employer or any of its parent or ultimate parent corporations to issue disclosures, announcements, or circulars regarding material transactions with the Philippine Stock Exchange or any other relevant stock exchange.

This LOA and the transactions contemplated hereunder are subject to obtaining of the necessary approval from the shareholders of LET Group Holdings Limited, in accordance with the Rules governing the Listing of Securities on the Stock Exchange of Hong Kong.
- 6.9 The Contractor acknowledges that under the terms of the Employer's Omnibus Agreement with China Bank, the Employer may be required to furnish China Bank a copy of this Letter of Award and the Intended Contract within five (5) days from the execution of such contract.
- 6.10 The Contractor will prepare and submit project planning, programme and reporting documentation as and when required by the Project Manager, using templates provided by the Project Manager, as part of the project procedures and reporting documentation.
- 6.11 The Contractor acknowledges there will be ongoing construction activity on an adjacent site (Westside City Phase 1 – Site A) to the Project Site. The Contractor agrees that any coordination / interface required in respect to the execution of The Works with the adjacent site is included in the Contract Sum. The Contractor further agrees no claims for additional time and / or cost in relation to work on the adjacent site affecting the execution of The Works will be entertained.
- 6.12 The Contractor shall have a Contractor's Manager exclusive to the execution of The Works. The Contractor shall maintain a complement of competent supervisors and registered engineers for the execution of The Works and assistance with securing of the Occupancy Permit by the Employer.
- 6.13 The Employer and any representatives authorized by the Employer, including the Project Manager, shall have unlimited access to the workshops or other places of the Contractor where work is being prepared, performed, or stored for The Works.
- 6.14 The Construction Mockups (refer to Attachment 6) will be constructed as mockups (Quality Benchmark) and will form part of The Works (permanent).
- 6.15 The awarded Contract Sum is the Base Tender amount based on the Material Compliance Form refers Clause 3.b. It does not include any Value Engineering. The Employer maintains the right to instruct Value Engineering at a later date. Any Value Engineering will be the subject of cost adjustment in accordance with the Project Manager Instructions and the Contract.
- 6.16 In the event that any additional fit out areas are subsequently awarded to the Contractor, any adjustment of preliminary costs as a result of any variation will be assessed in accordance with the terms and conditions of the Contract.

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- 6.17 Performance Bond and Guarantee Bond shall be amended to cover the Works in line with the latest awarded Contract Sum as a result of any variations. In such case, the Contractor will furnish the Employer with a copy of the amended bonds.
- 6.18 The Contractor has acknowledged that the work to be executed is shown on Construction Drawings and Specifications issued under PTC No. 9 dated 02 May 2024. Any differences shown between Construction drawings and the Contract Drawings listed in Clause 4 is the subject of a variation in accordance with the contract. It is agreed however that such variations will not entitle the Contractor to an Extension of Time or Loss and Expense.
- 6.19 The Contractor represents, warrants and undertakes to the Employer that any design of The Works is fit for the purpose and fully complies with all applicable laws, codes and regulations of the Philippines. Any approved design change from the Employer is to be executed by the Contractor and further developed into shop drawings for approval. Any approved design change that may result in variation will be assessed in accordance with the terms and conditions of the Contract.
- 6.20 This Contractor shall provide sufficient reference lines and site markings for the installation of exposed MEPF items such as power sockets, data port, switches, card reader, thermostats, sprinkler heads on wall/ceiling/millworks & joinery. These reference lines shall be clearly marked and indicated on the approved combined reflected ceiling plan, approved combined elevation plans, approved counter details drawings. The reference lines and site markings shall be used as a guide during the fit-out process to ensure accurate placement of exposed MEPF components and proper interfacing with ID elements. The Contractor shall coordinate with the MEPF/ELV contractors to establish these reference lines and site markings in accordance with the approved shop drawings and relevant industry standards. The reference lines and site markings shall be maintained throughout the construction process and shall be made easily accessible for inspection by other contractors / consultants / Employer Site Team / PMCM or relevant inspectors.
- 6.21 The Contractor will extend considerable support on any unavailable facilities mentioned in Matrix of Preliminaries.
7. The Contractor is required to fully coordinate with the Project Manager, Main Contractor, his sub-contractors and other direct contractors working on the Project Site in the construction of the Project in relation to the shared site access, storage area, movements around the Project Site, works area, works sequencing and to programme and execution of The Works Project Site activities to avoid any adverse impact to other contractors' works programme.
8. The Contractor acknowledges that all facilities and building services provided as attendance to the Contractor are under the management of the Main Contractor and provided to the Contractor subject to availability. The Contractor acknowledges there is no guarantee that such facilities will be available and thus, will be responsible for making alternative arrangements as required during the execution of The Works with any cost associated with the alternative arrangements for the account of the Contractor. The Contractor shall have no grounds for an Extension of Time if such facilities are unavailable during the execution of The Works.
9. Without prejudice to Contractor's obligations elsewhere in this LOA and Contract Documents, the Employer has maintained the Contractor All Risk Insurance ("CARI") and Third Parties Liabilities Insurance in joint names of the Employer, Main Contractor, his sub-contractors, the Contractor and other direct contractors, against all liabilities arising from the execution of works on the Project.

FURTHER TO THE ABOVE IT IS HEREBY PROVIDED that notwithstanding anything to the contrary contained in the Contract Documents listed above, in the event of any contradiction, discrepancy, dispute and / or disagreement between the terms and conditions contained in the Contract Documents and this LOA, the Employer and Contractor hereby agree and covenant the terms, conditions and confirmation in this LOA shall prevail, take priority and precedence over all other terms and conditions of the Contract Documents.

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This LOA supersedes all earlier understandings, instructions, correspondences, or agreements in relation to the execution of The Works, the LOA and the Contract Documents. This LOA and the Contract Documents represent the entire agreement between the Employer and the Contractor in relation to its subject matter.

In the event that The Works are abandoned, or a formal Contract is not entered into, not due to any default on the part of the Contractor, the Contractor will be paid costs and expenses reasonably and properly incurred by the Contractor in the execution of The Works. The Contractor will not, in the event, be entitled to any payment for loss of anticipated profit.

Please signify your acceptance of the terms and conditions by signing five (5) original copies and returning four (4) copies within three (3) Calendar Days. One (1) original copy is for your retention.

Until such time as the formal Contract is executed with the Contractor, this LOA duly accepted by the Contractor shall constitute a legal binding contract between Suntrust Resort Holdings, Inc. (Employer / Owner) and the Contractor.

In the meantime, please submit the following to us for review, comment, and approval within twenty-eight (28) Calendar Days of the date of this LOA:

- (1) A detailed work programme for The Works, including associated reporting tools in accordance with, but not limited to, the planning and report procedures documentation.
- (2) Copies of required Insurance Policies
- (3) Advance Payment Bond
- (4) Performance Bond
- (5) Parent Company Guarantee (Not applicable)
- (6) Cash Flow Forecast
- (7) Health and Safety Plan including Policy Statements
- (8) Organizational Chart and CV's of Contractor's Manager and Contractor's Project Site team
- (9) Contractor's Mobilization Plan
- (10) Contractor's Manpower Schedule
- (11) Contractor's Logistics Plan
- (12) Contractor's QA / QC Plan
- (13) Contractor's Environmental Plan

Furthermore, upon acceptance of this LOA, please coordinate with the Project Manager at the earliest opportunity to arrange and conduct a kick-off meeting.

We look forward to a successful working relationship with you on this Project.

Yours faithfully,
For and on behalf of


The above is agreed and accepted by

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Bagong Nayong Pilipino Entertainment City, Parañaque City

Suntrust Resort Holdings, Inc.

E.E. Black Ltd.



Lo Kai Bong
Authorized Representative/ Signature
Date: 08/15/2024





Authorized Signature
(with Company Stamp)
Date: August 15, 2024

Encl.:

- Attachment 1 – Best and Final Offer dated 27 May 2024
- Attachment 2 – Supplementary Conditions to the Conditions of Contract
- Attachment 3 – Contract Correspondence List and Clarifications
- Attachment 4 – CARI Policy effected by the Employer
- Attachment 5 – Main Contractor's Master Programme
- Attachment 6 – Construction Mockups (Quality Benchmark)
- Attachment 7 – Tender Summary dated 08 May 2024