

STORE CONCESSIONAIRE CONTRACT

904111

CHERRY'S NUTRITIONAL VALUE

PUROK NARRA TAYUD, LILOAN, CEBU

Attention: MS. JAMIE ROSE MANISAN / CHIEF OPERATION
Name and Position/Title

Gentleman:

As a STORE CONCESSIONAIRE, the following terms and conditions shall apply:

Store : Refer to Store Concessionaire Award Notice, Section II
Dept/Sub-Dept/Class : Frozen and Chilled
Period Covered : May 1, 2023 - April 30, 2024
Brand : CHERRY
Merchandise Line : Refer to Store Concessionaire Award Notice, Section I
Rate & Charges :

- Commission (% of Actual Monthly Gross Sales) : 25%
- Minimum Guaranteed Monthly Gross Sales : Refer to Store Concessionaire Award Notice, Section III
- Minimum Monthly Gross Commission : Refer to Store Concessionaire Award Notice, Section IV
- Guaranteed Annual Gross Commission : Refer to Store Concessionaire Award Notice, Section IV
- Monthly Advertising and Promotional Support : 1%
- Monthly Utilities Expense Charge : N/A
- Monthly Store Supplies Charge : N/A
- Monthly Store Bodega Charge : Refer to Store Concessionaire Award Notice, Section II
- Monthly Warehouse Storage Charge : Refer to Store Concessionaire Award Notice, Section II
- Freight Charge:
 - > Transport : Refer to Store Concessionaire Award Notice, Section II
 - > Shipping : Refer to Store Concessionaire Award Notice, Section II
- New Store Opening Support : N/A
- Christmas Discount : N/A
- Other Charges : N/A

• Janitorial Services	:	Divided by other concessionaire under MEAT Section - <u>c/o N/A</u>
• Penalties 500	:	Absent of Manpower; no deliveries; no display c/o <u>Supermarket Merchandising - Frozen and Chilled</u>
• Listing Fee 2500	:	New item enrolled c/o Supermarket Merchandising - <u>Frozen and Chilled</u>
Number of Sales Personnel	:	<u>Refer to Store Concessionaire Award Notice, Section II</u>
Additional Work Force Required during Peak Seasons ¹	:	<u>1 personnel</u>
Relievers	:	<u>1 personnel</u>

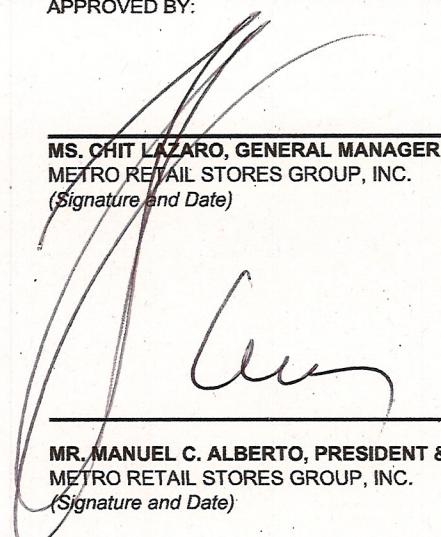
All merchandise to be sold by the Store Concessionaire shall be subject to the approval of Metro Retail Stores Group, Inc. ("MRSGI"). MRSGI shall have the right to pullout any merchandise that is found to be not within the approved merchandise line and planogram.

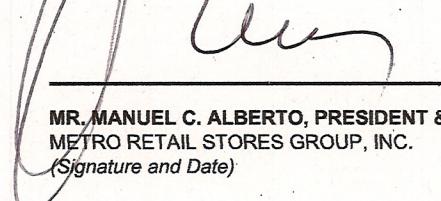
This Contract is issued to the Store Concessionaire subject to the attached Store Concessionaire Contract Provisions consisting of five (5) pages and the Store Concessionaire Award Notice Form, both made an integral part of this Contract. Please sign on the space provided below to signify your acknowledgment and conformity to this Contract and the attached Store Concessionaire Contract Provisions and Store Concessionaire Award Notice Form.

CONCURRED AND ACCEPTED BY:


**MS. JAMIE ROSE MANISAN, CHIEF OPERATION
CHERRY'S NUTRITIONAL VALUE**
(Signature and Date)

APPROVED BY:


**MS. CHIT LAZARO, GENERAL MANAGER
METRO RETAIL STORES GROUP, INC.**
(Signature and Date)


**MR. MANUEL C. ALBERTO, PRESIDENT & COO
METRO RETAIL STORES GROUP, INC.**
(Signature and Date)

¹Peak Seasons refer to Christmas, Back-to-School, Graduation/End-of-School, and Store initiated Promotions, such as but not limited to, Crazy Sale, Sidewalk Sale, and Anniversary Sale.

METRO RETAIL STORES GROUP, INC. ("MRSGL")
STORE CONCESSIONAIRE CONTRACT PROVISIONS

I. AREA USAGE

The area allocated to the STORE CONCESSIONAIRE shall be used solely to display and sell the approved brands and merchandise categories. Any changes in the brand, merchandise category, and other approved specific items to be displayed and sold, whether occasionally, temporarily or permanently, shall have prior written authority of MRSGL. MRSGL reserves the right to change the size and location of the area anytime, in coordination with the STORE CONCESSIONAIRE, for the benefit of both parties.

II. REGULATORY COMPLIANCE

A. BRANDS/TRADEMARKS/TRADENAMES/LOGOS

STORE CONCESSIONAIRE represents and warrants that it has the legal and uncontested right of ownership over the brands, trademarks, tradenames, logos, etc. attached to its merchandise carried within the store premises of MRSGL. STORE CONCESSIONAIRE shall free and indemnify MRSGL from any responsibility and/or liability for any issue or question or claim or complaint involving the STORE CONCESSIONAIRE arising from its illegal or contested use and infringement of such brands, trademarks, tradenames, logos, etc. that it carries inside the store of MRSGL.

STORE CONCESSIONAIRE undertakes and warrants to sell only genuine and non-counterfeit items/merchandise in the store and obligates itself to obtain the necessary license and/or authority to sell branded items/merchandise. STORE CONCESSIONAIRE shall provide MRSGL with a copy of the said license or authority to sell within 15 days from the signing of the Store Concessionaire Contract.

Violation of the preceding 2 paragraphs shall permit/allow MRSGL to withhold payment/s to STORE CONCESSIONAIRE until the aforesaid conditions and warranties are complied with. Furthermore, STORE CONCESSIONAIRE shall hold MRSGL free and harmless from any and all claims, actions and liabilities arising from the STORE CONCESSIONAIRE's sale of counterfeit and/or unlicensed items/merchandise and shall indemnify MRSGL for any claims, losses, and damages that MRSGL may suffer or incur due to the sale of unlicensed or counterfeit items/merchandise in the store.

B. GOVERNMENT PERMITS AND LICENSES

STORE CONCESSIONAIRE who is selling food, drugs, pharmaceuticals, devices, cosmetics, and other products covered under the Food and Drugs Act of 2009 (R.A. No 9711) shall have the required, necessary, and pertinent permits and licenses from the Food and Drug Administration of the Philippines.

STORE CONCESSIONAIRE represents and warrants that its products/items/merchandise are covered by all the required, necessary, and pertinent permits and licenses from the government agencies regulating the importation, manufacture, distribution, and sale of said products/items/merchandise.

Products/items/merchandise covered by the Philippine Standard Certification Marks Scheme shall comply with the rules and regulations issued by the Department of Trade & Industry such as, but not limited to, Department Administrative Order No. 2, Series of 2007.

Violation of the preceding 3 paragraphs shall permit/allow MRSGL to withhold payment/s to STORE CONCESSIONAIRE until the aforesaid conditions and warranties are complied with. Furthermore, STORE CONCESSIONAIRE shall hold MRSGL free and harmless from any and all claims, actions and liabilities arising from the STORE CONCESSIONAIRE's sale of unregistered products/items/merchandise and shall indemnify MRSGL for any claims, penalties, losses, and damages that MRSGL may suffer or incur due to the sale of unregistered products/items/merchandise in the store.

III. QUALITY ASSURANCE

STORE CONCESSIONAIRE represents and warrants to only sell items/merchandise that are free from hidden defects, of merchantable quality, of good material and workmanship, and are fit for sale. STORE CONCESSIONAIRE selling produce and/or highly perishable items, represents and warrants to only sell produce and/or highly perishable items that are fresh, clean, free from defects, of merchantable quality, are fit for sale and consumption, are not expired or almost near their expiration dates or shelf life.

Non-conforming or defective items/merchandise shall be immediately taken out by STORE CONCESSIONAIRE; otherwise MRSGL shall pull out and destroy or dispose the same at the STORE CONCESSIONAIRE's expense. In this connection, MRSGL shall not be liable for any costs, damages, and losses whatsoever as a consequence of the pull out and destruction or disposal of STORE CONCESSIONAIRE's non-conforming or defective items/merchandise.

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MANILA CORPORATE OFFICE
6F Metro Market! Market!, McKinley Parkway,
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CEBU PRINCIPAL OFFICE
Vicsal Building corner of C.D. Seno and W.O. Seno Streets Guio
North Reclamation Area, Mandaue City, Philippines
Tel. No. (+63 32) 236-8390 | Fax No. (+63 32) 236-9516

IV. AREA DEVELOPMENT AND RENOVATION

The STORE CONCESSIONAIRE shall submit, for prior written approval of MRS GI, its proposal for the following and any subsequent changes thereto:

- Area Perspective
- Merchandise Display Method
- Graphics/Signage Specifications
- Racks, Shelves Specification

At the end of the contract period, unless renewed/extended, any and all installations and improvements, except movable furniture and fixtures which can be removed without damaging or defacing the premises, shall automatically become the property of MRS GI without any obligation to reimburse the STORE CONCESSIONAIRE.

V. PRICING AND PROMOTIONS

The STORE CONCESSIONAIRE shall submit to MRS GI a price list of the items/merchandise and any proposed adjustments thereto prior to implementation. MRS GI's price tags shall be used for all of the items/merchandise of STORE CONCESSIONAIRE to be sold inside the store. The STORE CONCESSIONAIRE shall always follow the prices approved/set by MRS GI. Prices of the items/merchandise should be the same and not higher than other stores.

If prices of the items or merchandise being sold by STORE CONCESSIONAIRE in MRS GI's stores are found to be higher compared to other stores, STORE CONCESSIONAIRE shall pay MRS GI the price difference of the item found selling at a higher price multiplied by the total inventory available across all stores of MRS GI. Furthermore, MRS GI will implement an immediate price change/adjustment with proper notification to STORE CONCESSIONAIRE without affecting the agreed margins of MRS GI.

The STORE CONCESSIONAIRE hereby commits to support all marketing and promotional activities to be initiated by MRS GI either through rebates, tie-ups, giveaways, sales discounts, etc.

VI. SALES RECORDING

All sales transactions shall be entered in MRS GI's cash register machines manned by MRS GI's cashiers. Only MRS GI's Cashiers shall receive all payments for sales transactions.

Wrapping/packing shall be done at MRS GI's service counters. No wrapping shall be done inside or within STORE CONCESSIONAIRE's area.

VII. REQUIRED INVENTORY LEVEL

STORE CONCESSIONAIRE shall at all times maintain the following required inventory level:

- A. For items sold in MRS GI Department Stores –
 - 1. Located at the National Capital Region ("NCR") - a minimum of one (1) month and a maximum of two (2) months sale
 - 2. Located outside the NCR - a minimum of one (1) month and a maximum of three (3) months sale
- B. For items sold in MRS GI Supermarkets –
 - 1. Highly Perishable items² - a maximum of three (3) days sale
 - 2. Other Food and Non-Food items - a maximum inventory equivalent to two (2) weeks sale.

STORE CONCESSIONAIRE shall ensure sufficient, fresh, and complete assortment (in terms of styles, models, colors and sizes) of saleable stocks at all times to generate the sales required.

STORE CONCESSIONAIRE shall also comply with the following requirements:

- a. Submit the planogram as approved by MRS GI which shall include the complete listing of all SKUs included in the collection or assortment and their corresponding selling price per item. (deleted last sentence)
- b. Comply with the minimum number of collections/assortments per year, as follows:

i. Apparel - 8 (fashion) / 4 (basics)	iii. Hardlines – 8 (basics) / 4 (new & seasonal)
ii. Shoes & Accessories - 4 (fashion) / 2 (basics)	iv. Cosmetics - monthly
- c. Strictly comply with the agreed delivery dates/deadlines and delivery quantities of its approved merchandise assortment.
- d. Shall not keep/maintain in MRS GI's store backroom, merchandise that are beyond the approved inventory level in compliance with MRS GI's "No Overflow" Policy. Violation of this provision shall authorize MRS GI to remove any or all of the STORE CONCESSIONAIRE's inventory overflow and destroy or deposit them elsewhere for storage at the STORE CONCESSIONAIRE's expense and without any liability over any damage or loss whatsoever as a consequence thereof.

²Highly Perishable items refer to fish, poultry, meat, vegetables, fruits, and other food stuff that are in their original state and/or has not undergone preservation processes that will extend their shelf or useful life.

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VIII. MINIMUM GUARANTEED MONTHLY GROSS SALES

STORE CONCESSIONAIRE shall endeavor to meet the agreed minimum guaranteed monthly gross sales requirement per store. Failure to maintain such minimum guaranteed monthly gross sales per store for a period of three (3) consecutive months for the duration of this Contract shall be a ground for MRSGI to terminate the Contract for that particular store.

IX. NON-LIABILITY

It is understood that the STORE CONCESSIONAIRE is taken in by MRSGI not as a lessee but as a consignor of goods to be sold in the store of MRSGI. Thus, title/ownership over the pertinent items or merchandise belongs to STORE CONCESSIONAIRE, and does not pass to MRSGI. Accordingly, risk of loss or damage over the items or merchandise rests solely with STORE CONCESSIONAIRE.

MRSGI shall not be responsible and/or liable for any loss or damage of any kind and due to any cause whatsoever to the merchandise, properties, sales personnel or customers of the STORE CONCESSIONAIRE. As such, the STORE CONCESSIONAIRE shall provide its own security measures against such losses or damages.

X. COMMISSION

MRSGI's monthly commission shall be the higher of:

1. the agreed percentage of actual monthly gross sales; or
2. the agreed minimum monthly gross commission.

Furthermore, STORE CONCESSIONAIRE shall guarantee MRSGI the agreed guaranteed annual gross commission in absolute value per store. Any variance between the guaranteed annual gross commission and what was actually collected monthly per store within the contract year/period shall be paid by STORE CONCESSIONAIRE on the last liquidation of the same contract year/period.

Conversely, if the Total Monthly Gross Commission collected by MRSGI per store for the contract year/period has exceeded the higher of the Percentage commission based on actual gross sales per store and the Guaranteed Annual Gross Commission amount per store, MRSGI shall refund to the STORE CONCESSIONAIRE such excess commission collected.

The following shall be deducted from the Monthly Gross Sales of the STORE CONCESSIONAIRE:

- MRSGI Monthly Commission
- Monthly Advertising and Promotional Support
- Monthly Utilities Expense Charge
- Monthly Store Supplies Charge
- Monthly Store Bodega Charge
- Monthly Warehouse Storage Charge
- Freight Charge (i.e., Transport and/or Shipping)
- New Opening Store Support
- Christmas Discount
- Monthly Vendor Portal Subscription Fee
- Monthly Concession Inventory Management Subscription Fee
- Other charges, as applicable

Net proceeds due to the STORE CONCESSIONAIRE shall be credited to the STORE CONCESSIONAIRE's account on the last Tuesday of the following month upon compliance with the countering procedures of MRSGI.

XI. STORE CONCESSIONAIRE's SALES PERSONNEL

STORE CONCESSIONAIRE shall assign a sufficient number of sales personnel from opening to closing time of the store to sell, promote and monitor the STORE CONCESSIONAIRE's merchandise inside the store. No change in the agreed number of sales personnel shall be made without the prior written approval of MRSGI. Failure on the part of STORE CONCESSIONAIRE to provide in the assigned area of the Store the required number of sales personnel shall entitle MRSGI to impose and collect from STORE CONCESSIONAIRE a penalty of P500.00 per day for every incident of breach or non-compliance. MRSGI's store and security rules and regulations presently existing and those that will be issued from time to time, shall be followed by all sales personnel of the STORE CONCESSIONAIRE.

MRSGI's store and security rules and regulations presently existing and those that will be issued from time to time, shall be followed by all sales personnel of the STORE CONCESSIONAIRE.

STORE CONCESSIONAIRE's sales personnel shall follow the business days and store hours of MRSGI's store where one is assigned. MRSGI shall not be liable for any loss, damage, physical injury or loss of life suffered or incurred by the sales personnel of STORE CONCESSIONAIRE while in the store's premises. The same shall be exclusively borne by STORE CONCESSIONAIRE.

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It is understood that there is no employer-employee relationship between the STORE CONCESSIONAIRE's sales personnel and MRSGL or between the STORE CONCESSIONAIRE and MRSGL. The sales personnel assigned by STORE CONCESSIONAIRE in the store are the employees of STORE CONCESSIONAIRE and shall in no way be deemed to be the employees of MRSGL. The STORE CONCESSIONAIRE shall be directly liable to pay the wages, salaries and employment benefits of the sales personnel. MRSGL shall be free from any liability and/or responsibility for any labor problems/disputes arising between STORE CONCESSIONAIRE and its sales personnel on labor matters involving, but not limited to, minimum wage, overtime pay, employment benefits, etc. In this connection, STORE CONCESSIONAIRE hereby undertakes and warrants to strictly comply with the Minimum Wage Law and other Labor Laws and Regulations.

STORE CONCESSIONAIRE shall at all times provide control, direction, administration, and supervision over the conduct, activities and affairs of its sales personnel.

MRSGL shall have the right to report to STORE CONCESSIONAIRE and protest any untoward act, negligence, misconduct, malfeasance, misfeasance or nonfeasance of the assigned sales personnel. Although STORE CONCESSIONAIRE alone shall have the right to discipline or dismiss its assigned sales personnel, MRSGL may request STORE CONCESSIONAIRE to recall and change any sales personnel.

In carrying out this Contract, STORE CONCESSIONAIRE shall be an independent contractor as the term is understood under the Labor Code of the Philippines and shall not be, nor shall it represent itself to be, an agent of MRSGL.

In the event of any accident or loss of life or physical injury to third persons or loss and/or damage to their property arising from, on the occasion of, or in connection with the performance by STORE CONCESSIONAIRE of its obligations hereunder due to the act, omission, fault or negligence of STORE CONCESSIONAIRE's sales personnel, STORE CONCESSIONAIRE shall hold MRSGL free and harmless from any liability or obligation of whatsoever kind or nature, and STORE CONCESSIONAIRE shall be solely and directly liable therefor; provided, that if MRSGL should be held liable therefor, STORE CONCESSIONAIRE shall defend MRSGL before any agency, office, tribunal or court, and shall assume such liability principally and directly for the benefit of MRSGL. For purposes of this provision, "third persons" shall include but not be limited to STORE CONCESSIONAIRE's own sales personnel or employees, but also include the employees of MRSGL and the customers of the store.

XII. INSURANCE

STORE CONCESSIONAIRE shall secure coverage against risks or perils for its merchandise and properties inside the store. Upon MRSGL's request, copies of the Insurance Policy and/or Certificate of Insurance as may be issued shall be delivered promptly to MRSGL.

XIII. NON-ASSIGNMENT

STORE CONCESSIONAIRE shall not assign its rights herein to any third party without the prior written consent of MRSGL.

XIV. TERMINATION/PRE-TERMINATION

The parties expressly agree that all the terms and provisions contained in this Contract are deemed material conditions and covenants, and that if a violation or breach of any of such conditions and covenants be committed by STORE CONCESSIONAIRE, and such violation or breach is not cured within 10 calendar days from written notice, then this Contract, at the sole discretion of MRSGL, may be terminated and cancelled without need of judicial declaration and the STORE CONCESSIONAIRE shall be liable to MRSGL for any and all damages and losses resulting from such violation or breach.

MRSGL may also terminate this Contract if STORE CONCESSIONAIRE becomes bankrupt or insolvent or is dissolved, or makes an assignment for the benefit of its creditors, or has filed any petition in court seeking any readjustment, arrangement, suspension, condonation or reduction of its debts, liabilities or obligations;

MRSGL can also pre-terminate this Contract for any reason, with or without cause, subject only to a written notice to STORE CONCESSIONAIRE thirty (30) days prior to effective date of pre-termination.

In the event of termination/pre-termination, STORE CONCESSIONAIRE shall do and perform the following:

1. Pay to MRSGL the pro-rated commissions due to MRSGL taking into consideration the pro-rated guaranteed annual gross commissions already accrued up to the effective date of termination.
2. STORE CONCESSIONAIRE shall completely pullout all its merchandise, movable furniture and fixtures, etc. from the store on or before the effective date of termination. If the STORE CONCESSIONAIRE fails or delays in vacating the store premises, MRSGL reserves the right to remove any or all of the STORE CONCESSIONAIRE's properties and deposit them elsewhere for storage at the STORE CONCESSIONAIRE's expense and without any liability over any damage or loss whatsoever as a consequence thereof.
3. Pay whatever damages or losses incurred by MRSGL as a consequence of the termination. This is without prejudice to the other rights MRSGL may resort to under the law.

STORE CONCESSIONAIRE cannot pre-terminate this Contract for any reason whatsoever. Otherwise, STORE CONCESSIONAIRE shall pay a pre-termination penalty equivalent to 200% of the unpaid portion of the guaranteed annual gross commission due to MRSGL for the entire term of the Contract.

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XV. LAW AND JURISDICTION

This Contract shall be governed by the laws of the Republic of the Philippines.

In case of controversy arising from the provisions of this Contract, the parties hereto agree to submit themselves exclusively to the jurisdiction of the appropriate regular courts of Mandaue City, Cebu, where the Principal Office of MRSGI is situated, to the exclusion of all other courts and venues elsewhere situated.

Should MRSGI institute court proceedings to enforce its rights hereunder, STORE CONCESSIONAIRE shall be held liable for attorney's fees and liquidated damages equivalent to 25% of the total amount due, exclusive of interest and penalty charges but in no case less than P50,000.00 and for litigation expenses and costs of suit as may be determined by the court.

XVI. NON-WAIVER

The failure of MRSGI herein to insist upon a strict performance of any of the terms and conditions hereof shall not be deemed a relinquishment or waiver of any subsequent breach or default of the terms and conditions herein contained, but the same shall continue to be in full force and effect. No waiver made by MRSGI herein shall be deemed to have been made unless expressed in writing and signed by MRSGI's duly authorized representative.

XVII. SEVERABILITY/ENTIRETY OF CONTRACT

Any provision of this Contract, which is prohibited or unenforceable under the law, shall be ineffective or unenforceable to the extent of such prohibition or unenforceability without invalidating the remaining valid provisions hereof.

This Contract together with the duly signed Store Concessionaire Contract Cover Page and Store Concessionaire Award Notice Form, constitute the entire and only agreement of the parties with respect to the subject matter hereof. No alteration, modification or amendment thereto may be effected except by written agreement of the parties.

This Contract shall be binding upon and inure to the benefit of MRSGI and STORE CONCESSIONAIRE and their respective successors and permitted assigns.

XVIII. CONFIDENTIALITY

The STORE CONCESSIONAIRE agrees not to disclose to any other person any specifications, drawings, blue prints, samples as well as any sales and business information obtained from MRSGI or in relation to MRSGI, unless with the express written consent of MRSGI.

XIX. TAXES

Each party shall be responsible for such taxes that may be payable by them under the law by virtue of this Contract.

The applicable documentary stamp taxes due and payable on this Contract shall be for the sole and exclusive account of STORE CONCESSIONAIRE.

XX. RETURN OF SIGNED CONTRACT

STORE CONCESSIONAIRE shall forthwith return the duly signed Contract within a period of THIRTY (30) calendar days from receipt thereof. Failure on the part of STORE CONCESSIONAIRE to comply with the same shall entitle MRSGI to withhold any payments due to STORE CONCESSIONAIRE, which payment shall only be released upon actual receipt by MRSGI of the duly signed Contract.

Accepted by:

CHERRY'S NUTRITIONAL VALUE

(Corporate Name or DTI-registered name of Store Concessionaire)

By:

MS. JAMIE ROSE MANISAN / CHIEF OPERATION
Name of Authorized Representative/Position/Title

3/4/2023

Date

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STORE CONCESSIONAIRE AWARD NOTICE FORM



NAME OF STORE CONCESSIONAIRE

CHERRY'S NUTRITIONAL VALUE

STORE CONCESSIONAIRE CODE

904111

Dept/Sub-Dept/Class/Sub-Class

Frozen and Chilled

BRAND NAME

CHERRY

I. APPROVE MERCHANDISE ASSORTMENT:

Dept/Sub-Dept/Class/Sub-Class	Merchandise Hierarchy Description	Product Cycle	Specific Dates/Timelines for:	
			1. Planogram Submission	2. Planogram Approval
2080-2825	Frozen and Chilled - Chilled (Concess)	1.5 Days	Daily	4. Merchandise Display

The Store Concessionaire acknowledges that MRSGL shall have exclusive rights over the following:

- Merchandise Assortment/Style, Price Points _____ % exclusive to MRSGL Labels / Packaging Materials

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II. STORES ASSIGNMENTS:

Store Code	Store Location	Status	Selling Area	Store Bodega Area	Store Bodega Charge	Warehouse Storage Area	Warehouse Storage Charge	Freight-in Charge	Number of Sales Personnel	Guaranteed Annual Sales Target
2002	SUPER METRO MANDAUE	REGULAR	1.0 FT	NONE	N/A	NONE	N/A	OWN SHIPMENT	ROVING	70,700
2015	THE METRO GAISANO - DANAO	REGULAR	1.0 FT	NONE	N/A	NONE	N/A	OWN SHIPMENT	ROVING	39,000
2093	METRO GAISANO (AYALA)	REGULAR	1.0 FT	NONE	N/A	NONE	N/A	OWN SHIPMENT	ROVING	192,100
6003	METRO GAISANO (SUPER METRO - LAPU-LAPU)	REGULAR	1.0 FT	NONE	N/A	NONE	N/A	OWN SHIPMENT	ROVING	45,700
6005	METRO GAISANO (SUPER METRO - MAMBALING)	REGULAR	1.0 FT	NONE	N/A	NONE	N/A	OWN SHIPMENT	ROVING	37,800

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III. MINIMUM MONTHLY GUARANTEED GROSS SALES:

Store	Store Name	January	February	March	April	May	June	July	August	September	October	November	December
2002	SUPER METRO MANDAUE	5,700	6,700	7,400	6,200	4,700	5,000	5,500	4,800	5,300	6,200	4,900	8,300
2015	THE METRO GAISANO - DANAQ	5,900	5,900	2,000	4,400	3,300	2,900	3,400	1,800	300	4,600	1,600	2,900
2083	METRO GAISANO (AYALA)	16,900	16,300	15,700	17,900	15,200	10,700	15,400	20,800	19,600	17,300	10,300	16,000
6003	METRO GAISANO (SUPER METRO - LAPU-LAPU)	4,800	4,100	6,000	4,100	6,000	2,800	4,100	4,600	1,200	2,700	1,400	3,900
6005	METRO GAISANO (SUPER METRO - MAMBALING)	5,400	4,300	5,200	1,900	2,800	2,000	3,200	1,600	4,300	4,400	2,200	500



IV. MINIMUM MONTHLY GUARANTEED GROSS COMMISSION:

Store	Store Name	January	February	March	April	May	June	July	August	September	October	November	December	Guaranteed Annual Gross Commission
2002	SUPER METRO MANDAUE	1,425	1,675	1,850	1,550	1,475	1,250	1,375	1,200	1,325	1,550	1,225	2,075	17,675
2015	THE METRO GAISANO - DANAO	1,475	1,475	500	1,100	825	725	850	450	75	1,150	400	725	9,750
2083	METRO GAISANO (AYALA)	4,225	4,075	3,925	4,475	3,800	2,675	3,850	5,200	4,900	4,325	2,575	4,000	48,025
6003	METRO GAISANO (SUPER METRO - LAPULAPU)	1,200	1,025	1,500	1,025	1,500	700	1,025	1,150	300	675	350	975	11,425
6005	METRO GAISANO (SUPER METRO - MAMBALING)	1,350	1,075	1,300	475	700	500	800	400	1,075	1,100	550	125	9,450



V. MINIMUM INVENTORY:

Store	Store Name	January	February	March	April	May	June	July	August	September	October	November	December
2002	SUPER METRO MANDAUE	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days
2015	THE METRO GAISANO - DAVAO	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days
2093	METRO GAISANO (AYALA)	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days
6003	METRO GAISANO (SUPER METRO - LAPU- LAPU)	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days
6005	METRO GAISANO (SUPER METRO - MAMBALING)	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days	1.5 Days

CONCURRED AND ACCEPTED BY:

APPROVED BY:

JR
3/4/03
MS. JAMIE ROSE MANISAN, CHIEF OPERATION
CHERRY'S NUTRITIONAL VALUE
(Signature and Date)

C
MS. CHIT LAZARO, GENERAL MANAGER
METRO RETAIL STORES GROUP, INC.
(Signature and Date)

C
MR. MANUEL C. ALBERTO, PRESIDENT & COO
METRO RETAIL STORES GROUP, INC.
(Signature and Date)

