

CONTRACT OF LEASE 2021-03-08

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Lease is made and entered into this ____ day of _____, 2021 at Legazpi City, Philippines, by and between:

RDC PRIMELAND, INC., a domestic corporation duly organized and existing under the laws of the Philippines with principal office address at 2/F and 3/F of RDC Prime Building 1, Landco Business Park, Barangay Capantawan, Legazpi City, represented by General Manager, Engineer Eugene C. Cua, hereinafter referred to as the "**LESSOR**",

-and-

SECURITIES AND EXCHANGE COMMISSION, a government agency created and operating by virtue of the laws of the Republic of the Philippines with office address at the PICC Secretariat Bldg., PICC Complex, Roxas Blvd., Pasay City, represented herein by its Human Resource and Administration Department (HRAD) OIC-Director, **MARYLOU DUKA-CASTILLO**, who is duly authorized by virtue of SEC Resolution No. 270 series of 2019 marked as Annex B, hereinafter referred to as the "**LESEEE**".

WITNESSETH that:

WHEREAS, pursuant to Section 53 of the Implementing Rules and Regulations of Republic Act No. 9184 ("IRR"), Negotiated Procurement is a method of procurement of goods, infrastructure projects and consulting services, whereby the procuring entity directly negotiates a contract with technically, legally and financially capable supplier, contractor or consultant;

WHEREAS, Lease of Real Property is among the cases enumerated in the IRR where Negotiated Procurement is allowed;

WHEREAS, Section 53.10 of the IRR provides that Lease of Privately owned real property and venue for official use is subject to the Implementing Guidelines for Lease of Privately-Owned Real Estate and Venue;

WHEREAS, it is within the mandate of the LESSEE to be the primary repository of all documents and records of all registered corporations and partnership;

WHEREAS, the LESSOR is the absolute owner of an office space with a total area of **two hundred five square meters** (205 sq.m.), located at the 2/F and 3/F of RDC Prime Building 1, Landco Business Park, Barangay Capantawan, Legazpi City;

WHEREAS, the LESSOR has offered to lease to the LESSEE, 2/F and 3/F, with a total area of **two hundred five square meters** (205 sqm) excess of which will be free of charge, hereinafter collectively referred to as the "Leased Premises";

WHEREAS, the LESSOR is willing and able to lease out the said area to the LESSEE to serve as the latter's Legaspi Extension Office;

WHEREAS, the LESSOR is considered a qualified lessor under applicable laws and procedure for Negotiated Procurement;

Marylou Duka-Castillo

F
x

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

PERIOD AND RENTAL FEE:

1. The **LESSOR** hereby leases unto the **LESSEE** on an "as is-where is" basis, for its exclusive use and purpose, a total area of **two hundred five square meter (205 sq.m.)** space located at the 2/F and 3/F of RDC Prime Building 1, Landco Business Park, Barangay Capantawan, Legaspi City.
2. This Lease Agreement shall be for a period of **one (1) year** commencing on ____ **2021** to ____ **2022**.
3. For the use and occupancy of the said area, the **LESSEE** shall pay monthly rental in the amount of **Sixty-Six Thousand Nine Hundred Pesos (Php 66,900.00)** exclusive of applicable taxes, e.g. Value Added Tax (VAT), payable without necessity of demand on or before the 15th of each month at the **LESSOR's** office. Payment shall be in the form of cash or check and shall commence upon the signing of this Agreement.
4. Upon expiration of the term of this Contract, this lease shall renew automatically on a month-to-month basis under the same terms and conditions stated in this Contract, and subject to the Guidelines on Contract Extension/Renewal under the Rules.

OBLIGATIONS OF THE LESSEE:

5. The **LESSEE** shall be responsible for all equipment/ tools needed for its warehouse requirements, which shall be removed without damage to the property upon termination of this Agreement.
6. It is understood further, that the Leased Premises shall be devoted by the **LESSEE** exclusively for as office space or frontline service area.
7. The records and other property of **LESSEE** in the Leased Premises shall be under the exclusive custody and control of the **LESSEE**. During the lease period, the **LESSOR** shall not be responsible for any damage to or loss of said records and property kept in the Leased Premises.
8. The **LESSEE** shall take measures to ensure that its premises are properly maintained. Therefore, the **LESSEE** shall procure its own janitorial and security services to be coordinated with the **LESSOR**.
9. Electrical and/or water consumption shall be for the account of the **LESSEE** to be billed accordingly by the **LESSOR** based on the pertinent reading of the electric meter placed exclusively for the Lease Premises.
10. Upon termination of this Agreement, the **LESSEE** shall deliver to the **LESSOR** the Leased Premises in as good condition as it was before the beginning of the term of this Agreement, save for deterioration caused by ordinary wear and tear, and free from all occupants, articles and effects of any kind.

Handwritten signature in blue ink, possibly reading "Angela Arce-Centillo".

Handwritten initials in blue ink, possibly "A" and "X".

OBLIGATIONS OF THE LESSOR

11. The LESSOR shall ensure the free and uninterrupted access by the LESSEE or any of its authorized representatives to the Leased Premises even beyond the effectivity of this Contract of Lease for the purpose of manageable and safe transfer to another location of all SEC records and other SEC equipment kept therein.

In no case shall the LESSOR padlock the Leased Premises considering that the LESSEE is the repository of documents and reports by other government agencies and the courts, and uninterrupted access to said documents is necessary for the smooth and effective operations of the LESSEE in rendering public service.

12. The LESSOR warrants that the Property where the Leased Premises are located conforms to the principles of safe construction, sound structure and suited for the purpose for which it was designed, as provided by law.
13. The LESSOR shall be solely responsible for any structural defects of the Leased Premises and for any damage to persons or properties resulting from or as a consequence of such defects.
14. If the Leased Premises shall be damaged by force majeure or other cause without the fault or negligence of the LESSEE, or its employees, agents, clerks, servants or visitors, the damage shall be repaired at the expense of the LESSOR, as speedily as possible after such notice, but if the property or Leased Premises be or nearly destroyed, as to make it untenable, without the fault or neglect of the LESSEE, the LESSEE may demand the rescission of this Contract of Lease.

Force majeure under this Contract of Lease shall include, but is not limited to floods, earthquakes, cyclones, fires, insurrection, rebellion, riots, civil disorders, labor strikes, acts of the government, acts of God, and other similar causes beyond the control of either party, which events prevent the performance of their respective obligations under this Contract of Lease.

15. The LESSOR shall pay any and all taxes, such as real estate taxes, charges, assessments fire insurance charges and other duties imposed on the real property subject of this lease by national or local government authorities.
16. The LESSOR hereby represents and warrants that the real property taxes on land and building, where the Leased Premises are located, are regularly paid in full and on time.

DISPUTE SETTLEMENT OR ARBITRATION

17. All disputes and controversies arising out of in connection with this Agreement or for breach of any provision hereof, which cannot be solved by the herein contracting Parties, shall be settled through Arbitration in accordance with Presidential Decree No. 242 in relation to Section 66, Chapter XIV, Book IV of the Administrative Code of 1987, in conjunction with Section 10, Chapter 3 Book VII of the same code.

AMENDMENT AND TERMINATION

18. Any amendments, changes, alterations or additional terms in this Contract of Lease shall be valid if made in writing and duly signed by the parties.



19. Each party shall have the right to terminate this Contract of Lease should the other party violate any of its terms and conditions, and such violation is not cured within thirty (30) days from receipt of written notice of such violation.

20. Each party may terminate the lease on the Leased Premises prior to the expiration of the entire term, without further liability to the other party, except for any outstanding liability/ies for violation of the terms and conditions of the Contract, if any, subject to at least thirty (30) day prior written notice before the intended date of termination.

SEPARABILITY CLAUSE

21. If any paragraph or part of this Contract is declared contrary to law, public policy or otherwise declared invalid, such shall not affect the other paragraphs, subparagraphs or part of this Contract of Lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands at Legazpi City, Philippines, on this _____ day of _____, 20__.

RDC PRIMELAND, INC.
(LESSOR)

**SECURITIES AND
EXCHANGE COMMISSION**
(LESSEE)

By:



ENGINEER EUGENE C. CUA
General Manager

TIN:

By:



MARYLOU DUKA-CASTILLO
HRAD Director

TIN:


SIGNED IN THE PRESENCE OF:

(Witness)



ENGINEER MARCELO Q. RABARA
End User Representative

Certified Funds Available:



ADELAIDA C. NAVARRO-BANARIA
Director, FMD

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

QUEZON CITY

DONE IN THE CITY OF LEGAZPI)S.S.

Notary Seal: Notary Public, Quezon City, Until December 31, 2021

BEFORE ME, in the City of Legaspi, Philippines, this _____ day of _____ 2020 personally appeared in the following:

Name Government issued I.D. /Passport No. Date/Placed Issued

ENGINEER EUGENE C. CUA

known to me and to me known to be the same person who executed the foregoing Contract of Lease for and behalf of the Securities and Exchange Commission (LESSEE) and he acknowledged to me that the same is his free and voluntary act and deed as well as that of the government agency he represents.

This Contract of Lease consisting of SIX (6) pages, including the page on which this acknowledgement is written, has been signed by the party and his instrumental witness each and every page thereof and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and on the date first above written.

Doc. No. 414 ;
Page No. 88 ;
Book No. 28 ;
Series of 2020

Concepcion P. Villarena
ATTY. CONCEPCION P. VILLAREÑA
Notary Public for Quezon City
Until December 31, 2021
PTR No. 0683154 / 1-2-2021/ QC
IBP No. 093587 / 10-22-2019/ QC
Roll No. 30457 / 05-09-80
MCLE VI-0030379 / 2-21-2020
Adm. Matter No. NP-001(2020-2021)
TIN NO. 131-942-754

Eugene C. Cua

15

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

DONE IN THE CITY OF PASAY)S.S.

MAR 03 2021

BEFORE ME, in the City of Pasay, Philippines, this _____ day of _____ 2020 personally appeared in the following:

<u>Name</u>	<u>Government issued I.D. /Passport No.</u>	<u>Date/Placed</u>
<u>Issued</u>		

MARYLOU I DUKA-CASTILLO

MARCELO Q. RABARA

known to me and to me known to be the same person who executed the foregoing Contract of Lease for and behalf of the Securities and Exchange Commission (LESSEE) and he acknowledged to me that the same is his free and voluntary act and deed as well as that of the government agency he represents.

This Contract of Lease consisting of SIX (6) pages, including the page on which this acknowledgement is written, has been signed by the party and his instrumental witness each and every page thereof and sealed with my notarial seal.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and on the date first above written.

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2020


 Atty. Armando A. Pan Jr.
 Administering Officer
 Commission Secretary
 Securities and Exchange Commission
 Republic of the Philippines

Marylou I Duka-Castillo
R.