

RENEWAL OF LEASE CONTRACT FOR SEC OFFSITE WAREHOUSE

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Lease is made and entered into this ____ day of _____, 2022 at Pasay City, Philippines, by and between:

PTFC REDEVELOPMENT CORPORATION., a domestic corporation duly organized and existing under the laws of the Philippines with principal office address at No. 802 A. Bonifacio St., Balintawak, Quezon City, represented by its Authorized Representative (Treasurer) **ALBERT C. EUFEMIO**, duly authorized to sign this Renewal of Lease Contract under the Secretary's Certificate, a copy of which is attached hereto as Annex "A", hereinafter referred to as "**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 Secretariat Bldg., PICC Complex, Roxas Blvd., Pasay City, represented herein by its Company Registration and Monitoring Department (CRMD) Director, **GERARDO F. DEL ROSARIO**, 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 and Venue (Section 53.10) 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, Government Procurement Policy Board (GPPB) Resolution No. 06-2018 introduced amendments to the Guidelines, to wit:

"Section V.D.9. (d) of Annex "H" of the 2016 IRR of RA 9184, ***Renewal of Contract of Lease of Real Property*** (New Provision)"

"i. Prior to the expiration of the lease contract, the end-user of the procuring entity must conduct a cost-benefit analysis of the lease. For instance, it must compare the rental rated charged by its lessor against other lessors in the area. It must also analyze whether entering into a new contract will be more expensive taking into consideration the cost of transfer and accessibility to the public. In assessing the existing lease, PEs are encouraged to consult relevant government agencies regarding any new policy or directive in the lease of real property.

ii. If the results of the CBA, conducted by the end-user, continue to favor the existing lessor, then the Head of Procuring Entity (HOPE) may simply renew its lease contract. If it does not, then the PE should procure a new lease contract in accordance with Section 53.10 of the IRR of RA 9184 and these guidelines. For

efficiency and economy, during the effectivity of the contract, or upon its renewal, the PE may consider the expansion or reduction of the space provided by the existing lessor, provided that the leased premises can accommodate the space requirements of the PE in case of expansion, based on the need of the PE and the best way which such need may be addressed and satisfied, subject to existing budgeting, accounting and auditing rules.”

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 **1,678.30 sqm** located at Compartment D1, of the Warehouse Building 2;

WHEREAS, the Director of Company Registration and Monitoring Department (the End-user), conducted a cost-benefit analysis of available Lease of Offsite Warehouse, the result of which favors the LESSOR, and subsequently recommended the renewal of the lease contract to the Commission thru its Memorandum dated December 7, 2021;

WHEREAS, on January 21, 2021, the Commission, in its resolution from the Minutes of the Meeting held on December 7, 2021, resolved to approved the renewal of the Lease Contract with the LESSOR, for the Lease of SEC Offsite Warehouse, under the same terms and conditions of the original contract;

WHEREAS, the LESSEE, is willing and able to lease out the said area to the LESSEE to serve as the latter's SEC Offsite Warehouse;

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

NOW THEREFORE, for and in consideration of the foregoing, the parties hereto agree as follows:

PERIOD AND RENTAL FEE:

1. This Contract of Lease shall be for a period of one (1) year, effective on **December 5, 2021 and shall be end to December 4, 2022.**
2. That for the use and occupancy of the said area, the LESSEE shall pay a monthly rental in the amount of **Five Hundred Sixty-Three Thousand Nine Hundred Eight and 80/100 Pesos (Php563,908.80)** inclusive 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 shall commence upon the signing of this Agreement.
3. Prior to the occupation of the Leased Premises, the LESSEE shall remit of direct credit to the LESSOR'S bank account the amount of **Five Hundred Nineteen Thousand Eight Hundred Seventeen Pesos and Sixty Centavos (Php519,817.60)** additional to the existing security deposit to answer for obligation of the LESSEE arising out of, or in connection with this Agreement, of which the LESSOR became aware of only after the expiration of this Agreement. Subsequent rental payments shall be due and payable on or before the first day of the applicable month.
4. That all other terms and conditions under the original lease contract shall remain in full force for the duration of renewed period stated herein.

SEPARABILITY CLAUSE

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 Renewal of Lease Contract.

IN WITNESS WHEREOF, parties herein affixed their signatures on the date and place above written.

LESSEE:

SECURITIES AND EXCHANGE COMMISSION
T.I.N.: 000-190-308-000

By:



GERARDO F. DEL ROSARIO
Director. CRMD

TIN: 190-502-888

LESSOR:

PTFC REDEVELOPMENT CORPORATION

By:



ALBERT C. EUFEMIO
Authorized Representative (Treasurer)

SIGNED IN THE PRESENCE OF:

HERNANDO S. SAC
SEC End-user Representative



EVELYN MARTICIO
(Witness)

Certified on Availability of Funds:


ATTY. DONDINO. ESGUERRA
Director
Financial Management Department

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

City of Quezon)S.S.

BEFORE ME, a Notary Public for and in **QUEZON CITY, PHILIPPINES**, Philippines, this _____ day of **04 FEB 2022**, 2022 personally appeared:

Name	Proof of Identity	Date and Place of Issue
ALBERT C. EUFEMIO	T.I.N.:	

known to me and to me known to be the same person who executed the foregoing instrument and acknowledgement before me that the same is his free and voluntary act and deed as well as that of the entity represented.

Said instrument refers to Contract of Lease at the Quezon City, consisting of FIVE (5) pages, including this page signed by the parties and their witnesses on 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. 375
Page No. 75
Book No. 11
Series of 2022.

ATTY. ELISEO S. CALMA JR.
 Notary Public
 Roll No. 50183
 PTR No. 2454359-D/Jan. 3, 2022
 IBP No. 141058, Jan. 4, 2021
 MCLE Comp. No. VI-0012817 until April 14, 2022
 29 Kamagong St., Sapamanai Village
 East Fairview, Quezon City
 ADM Matter No. NP-067
 Extended as Commission Under B.M. 3795
 Until June 30, 2022

(Handwritten signature)

(Handwritten signature)

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
City of Pasay) S.S.

BEFORE ME, a Notary Public for and in Pasay City, Philippines, this 17th day of Feb, 2022 personally appeared:


Name	Proof of Identity	Date and Place of Issue
GERARDO F. DEL ROSARIO	T.I.N.: 190-502-888	

known to me and to me known to be the same person who executed the foregoing instrument and acknowledgement before me that the same is his free and voluntary act and deed as well as that of the entity represented.

Said instrument refers to Contract of Lease at the Pasay City, consisting of FIVE (5) pages, including this page signed by the parties and their witnesses on each and every page thereof and sealed with my notarial seal.

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Doc. No. _____;
Page No. _____;
Book No. _____;
Series of 2022


Atty. Jennifer F. Decano
 Administering Officer
 SEC, Securities Counsel II
 Securities and Exchange Commission
 Republic of the Philippines