

RENEWAL OF CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Lease is made and entered into this ____ day of October, 2023, by and between:

JULIE W. VICENTE, Filipino, of legal age, widow, and with business address at San Jose Panigayan Street, Zamboanga City, Zamboanga Del Sur, Region IX, 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 SEC Headquarters, 7907 Makati Avenue, Salcedo Village, Brgy. Bel-Air, Makati City, represented herein by its Human Resource and Administration Department (HRAD) Director, **FILBERT CATALINO F. FLORES III**, who is duly authorized by virtue of SEC Resolution No. 270 series of 2019, marked as Annex B, hereinafter referred to as the "**LESEE**".

The Lessor and the Lessee are collectively called Parties and individually as Party.

WITNESSETH that:

WHEREAS, the Parties have an existing contract of lease, copy is attached and made integral part hereof, covering the real property located at JV Building in San Jose Panigayan Street, Zamboanga City, Zamboanga Del Sur, Philippines, which contract shall expire on 31 October 2023;

WHEREAS, Section 10 of the Implementing Rules and Regulations (IRR) of Republic Act No. 9184 (RA 9184) provides that all procurement shall be done through competitive bidding, except as provided in Rule XVI of the IRR;

WHEREAS, Rule XVI of the IRR provides:

Section 53. Negotiated Procurement is a method of procurement of Goods, Infrastructure Projects and Consulting services, whereby the Procuring Entity directly negotiates a contract with a technically, legally and financially capable supplier, contractor or consultant in any of the following cases:

xxx

53.10. Lease of Real Property and Venue. Lease of real property and venue for official use, subject to Annex "H" of this IRR.

xxx

WHEREAS, Item V(D)(9)(d) of Annex H of the IRR of RA 9184 states:

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

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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, the Lessee has complied with the requirements as above-stated and has determined that renewing the existing contract of lease is most beneficial to the Lessee and the government as a whole;

WHEREAS, the Parties agree for the renewal of the contract of lease with the same terms and conditions of the original contract of lease, except those provided below, and subject to existing auditing rules and regulations;

WHEREAS, the Parties warrant that they have full authority to enter into this Renewal of Contract of Lease;

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

1. This Renewal of Contract of Lease shall be for a period of one (1) year, effective on **November 1, 2023 and shall be end to October 31, 2024**. This contract is automatically renewed until December 31, 2024, unless the LESSEE decides otherwise in writing.
2. That for the use and occupancy of the said area, the **LESSEE** shall pay monthly rental in the amount of **Forty-Five Thousand Six Hundred Eight and 43/100 Pesos (P 45,608.43)** 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 and shall commence upon the signing of this Agreement.
3. 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:

LESSOR:

SECURITIES AND EXCHANGE COMMISSION
T.I.N.: 000-190-308-000
Signing for and on behalf of the Chairperson
Under SEC Office Order No. 374, Series of 2022

By:


FILBERT CATALINO F. FLORES III
Director, HRAD


JULIE W. VICENTE
Owner

T.I.N.: 425-451-283-000

SIGNED IN THE PRESENCE OF:


JESUS SALVADOR A. URO
Director, SEC -Zamboanga Extension Office

Certified on Availability of Funds:


DONDE Q. ESGUERRA
Director, Financial Management Department

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in Zamboanga City, Philippines, this OCT 17 2023 day of 2023, personally appeared:

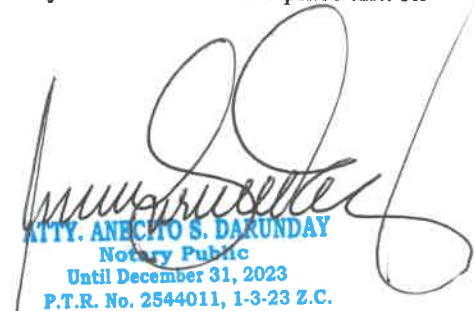
Name	Proof of Identity	Date and Place of Issue
JULIE WONG VICENTE	T.I.N.: 425-451-283-00	Zamboanga City

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 Renewal of Contract of Lease at the Zamboanga 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. 2641
Page No. 219
Book No. 180
Series of 2023.



ATTY. ANECITO S. DARUNDAY
Notary Public
Until December 31, 2023
P.T.R. No. 2544011, 1-3-23 Z.C.
IBP Lifetime No. 03572
Roll No. 45664

ACKNOWLEDGEMENT

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

BEFORE ME, a Notary Public for and in _____ Philippines, this 26 OCT 2023 day of _____ 2023, personally appeared:


Name	Proof of Identity	Date and Place of Issue
FILBERT CATALINO F. FLORES III	TIN: 154-426-785	

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 Renewal of Contract of Lease, 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. ____;
Page No. ____;
Book No. ____;
Series of 2023.


Atty. JASMINE CHARO L. CALAYCAY-ATIENZA
 Administering Officer
 Securities Counsel II
 Securities and Exchange Commission
 Republic of the Philippines