

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT made and entered into by and between the following parties:

CULTURAL CENTER OF THE PHILIPPINES, a Government instrumentality created by Presidential Decree No. 15, as amended, with principal office at CCP Complex, Roxas Boulevard, Pasay City, represented herein by its President, **MR. ARSENIO J. LIZASO**, hereinafter referred to as the "**LESSOR**";

- and -

OVERSEAS WORKERS WELFARE ADMINISTRATION (OWWA), a national government agency and existing under and by virtue of Philippine laws and with office address at OWWA Center, 7th St. cor. F.B. Harrison St. Pasay City, represented herein by its Executive Director, **MR. HANS LEO CACDAC**, and duly authorized for this purpose by the Board of Trustees as evidenced by a Secretary's Certificate, a copy of which is attached hereto as Annex "A", hereinafter referred to as the "**LESSEE**";

The LESSOR and the LESSEE shall be collectively referred to as "**PARTIES**".

WITNESSETH:

WHEREAS, the LESSOR is the owner of parcels of land located at the CCP Complex, Roxas Boulevard, Pasay City;

WHEREAS, the LESSEE has an existing contract with Smartpark Systems Solutions Inc. (SSSI) for the use of **840 square meters** land, equivalent to sixty (60) parking slots, located at Star City Gravel Car Park, which will expire on 30 June 2022;

WHEREAS, the LESSEE signified its interest to continue leasing the 840 square meters of land located at Star City Gravel Car for sixty (60) parking slots after its contract with SSSI expires on 30 June 2022;

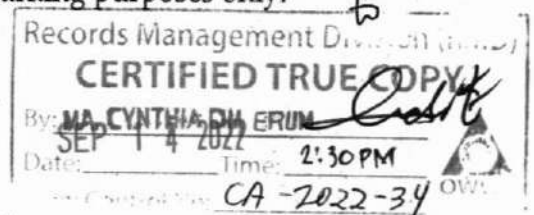
WHEREAS, the LESSOR has granted the request of the LESSEE at the rate of (Php250.00) per square meter, inclusive of 12% VAT, for a period of six (6) months, 01 July 2022 to 31 December 2022;

NOW, THEREFORE, the PARTIES hereby agree as follows:

1. LEASED PREMISES

1.1. The LESSOR hereby leases to the LESSEE, CCP parking area located at the CCP Complex, Roxas Boulevard, Pasay City more specified in the location plan which is attached hereto as Annex "B" (hereinafter referred to as "**LEASED PREMISES**").

1.2. The LESSEE shall utilize the Leased Premises for parking purposes only.



2. RENTAL

2.1. The LESSEE shall pay the LESSOR not later than every fifth (5th) day of the month, as follows:

- ☐ Monthly Rental, in the amount of **TWO HUNDRED TEN THOUSAND PESOS ONLY (Php210,000.00)**, inclusive of 12% VAT.

2.2. The LESSEE, shall pay the rental fee falling due upon signing of this Contract in the amount of **TWO HUNDRED TEN THOUSAND PESOS ONLY (Php210,000.00)**.

2.3. Delinquent payments of rental shall bear interests at the rate of 1.5% per month, from due date until fully paid. In addition, failure of the LESSEE to deliver any of the checks or fund any one of the issued checks upon maturity date shall be sufficient ground for the LESSOR to terminate this Contract upon 15-day advance notice, and, upon the expiration of the said 15-day period, to immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this connection, the LESSEE hereby names, constitutes, and appoints the LESSOR, its authorized agents, employees, and/or representatives as its attorney-in-fact, with full power and authority, to do and perform any of the following acts and things, to wit;

- [i] To open, enter, occupy, padlock, secure, enclose, fence and otherwise take full and complete physical possession of the Leased Premises and control of the leased premises without resorting to court action.
- [ii] To take inventory and possession of whatever equipment, furniture, articles, merchandise, appliances, etc. may be found therein belonging to the LESSEE, unauthorized subleases and/or other persons, as security for the payment of the LESSEE's obligation under this Contract, and to place it for safekeeping in the LESSOR's warehouse, charging the LESSEE the corresponding storage fee; and in case the LESSEE or other owners thereof fail to claim said equipment, furniture, articles, merchandise, appliances, etc. from storage and liquidate any liability to the LESSOR within thirty (30) days from the date of the LESSOR's taking possession of the leased premises or the LESSEE's personal properties, the LESSOR shall exercise its right to enforce its preferred lien on the personal properties, to dispose of said properties and to apply the proceeds thereof to whatever liability and/or indebtedness the LESSEE may have to the LESSOR plus reasonable expenses for the sale, including storage fees, without any prejudice to any action as may be appropriate for the recovery of any deficiency.
- [iii] To suspend and/or disconnect the electricity and/or water supply to the Leased Premises by whatever means without incurring any civil and/or criminal liability or whatever therefor.
- [iv] To automatically forfeit in its favor, the deposits referred to in Section 3 below.

3. DEPOSIT

3.1. Upon signing of this Contract, the LESSEE shall put up a non-interest bearing advance rental and deposits in the amount of **FOUR HUNDRED TWENTY THOUSAND PESOS ONLY (Php420,000.00)**. The one (1) month advance



rental shall answer in full or in part for any unpaid rental which accrued as of the termination of the lease and one (1) month rental deposit shall answer for any damages caused to the Leased Premises by the LESSEE or its employees, guests or customers, and other third persons for any reason other than by ordinary wear and tear. This is without prejudice to the right of the LESSOR to claim from the LESSEE other amounts representing other damages as may be warranted by the circumstances, which shall be paid by the LESSEE to the LESSOR within five (5) days from the receipt by the LESSEE of the LESSOR's demand.

In case a portion or the whole amount of said deposit is used to answer for whatever claims, charges or damages mentioned above, during the effectivity of this Contract, the amount used must be replenished by the LESSEE and the LESSEE must restore the original amount of the deposit immediately within one (1) week from receipt of the written demand by the LESSOR.

Should said deposit be insufficient to cover the damages, the LESSEE shall pay the deficiency within five (5) days from notification thereof by the LESSOR.

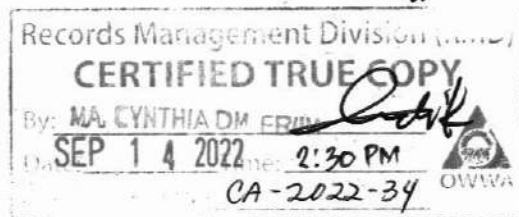
Any excess in the deposit shall be returned by the LESSOR to the LESSEE without any interest upon expiration or termination of this Contract within two (2) months upon receipt of the LESSEE's written demand with original copy of Official Receipt, subject to government rules and procedure.

4. PERFORMANCE BOND

- 4.1. Upon signing of this Contract, the LESSEE shall also put up a Performance Bond equivalent to 5% of the total rental fee for six (6) months in the amount of **SIXTY THREE THOUSAND PESOS ONLY(Php63,000.00)** to guarantee complete and faithful performance of all its obligations under the Contract, including the restoration of the Leased Premises to its original condition, to guarantee the proper care and preservation of the Leased Premises and the properties of the LESSOR therein [*ordinary wear and tear excepted*] and to reimburse the LESSOR for any death or injury that the LESSOR or the latter's employees and guests and third parties may suffer as a consequence of any fault or negligence of the LESSEE or its employees. Should there be no claim by the LESSOR against the LESSEE, the said performance bond shall be returned by the LESSOR without interest, upon expiration or termination of this Contract within two (2) months upon written demand, subject to government rules and procedure.

5. IMPROVEMENTS

- 5.1. Subject to prior written consent of the LESSOR, the LESSEE may introduce improvements, renovations, or otherwise make alterations or repairs on the Leased Premises at the latter's expense; provided, however, that all such improvements, renovations, alterations or repairs made by the LESSEE in, or upon the Leased Premises, except movable furniture and fixtures that may be removed without deforming or injuring the Leased Premises, shall become the property of the LESSOR and shall be surrendered with the Leased Premises as part thereof at the expiration/termination of this Contract without compensation to the LESSEE. The LESSEE shall not bring out of the Leased Premises any movable furniture and/or fixtures without the written consent of the LESSOR.



- 5.2. All alterations, changes, and improvements built, constructed, or placed on the Leased Premises without the prior written consent required in 5.1 shall be immediately removed by the LESSEE upon receipt of the demand to remove from the LESSOR. Provided that, the LESSOR shall have the right to remove the unauthorized improvement at the expense of the LESSEE should the LESSEE fail or refuse to remove the same.
- 5.3. Any unauthorized improvement, change or alteration shall be a ground for the termination of this contract.

6. CCP RULES

- 6.1. The LESSEE shall comply with the rules issued by the CCP, from time to time, with respect to the security, health, sanitation, cleanliness and safety, among other things.
- 6.2. Only LESSEE and its employee's vehicles are allowed to park on the leased parking area.
- 6.3. In excess of sixty (60) units of vehicles that shall be parked in the area, LESSEE shall pay the corresponding fee directly to the CCP parking provider.
- 6.4. LESSEE shall post security personnel at its own expense to secure the area, vehicles and other properties therein.
- 6.5. LESSEE shall not use the aforesaid space as a repair area for the LESSEE's other vehicle.
- 6.6. Except for parking signages, LESSEE shall not put any other signage in the said parking area without prior written approval of the LESSOR.
- 6.7. Upon signing of this Contract, the LESSEE shall pay for the Documentary Stamp Tax in the amount of **TWO THOUSAND TWO HUNDRED FIFTY TWO PESOS ONLY (Php2,252.00)** for remittance by the LESSOR to the BIR for the said rental.

7. PRE-TERMINATION

- 7.1. In addition to the grounds for termination provided in this Contract, the LESSOR may, within its sole discretion, terminate this Contract anytime when it becomes necessary to use the Leased Premises in connection with but not limited to the implementation of the CCP Asset Development Program by giving a written notice of termination at least sixty (60) days from effective date of termination to the LESSEE.
- 7.2. In case of termination of the Contract by the LESSOR or upon expiration of its term, the LESSEE and its employees shall vacate the premises and surrender the same to the LESSOR quietly and peacefully without need of judicial action within twenty-four (24) hours from the date of said pre-termination or expiration.
- 7.3. After the expiration of the 24-hours mentioned in paragraph 7.2 above, the LESSOR shall have automatic possession of the Leased Premises and can perform any or all the acts enumerated in paragraphs (i), (ii), (iii) and (iv) of Section 2.3 above.



7.4. The LESSEE may also pre-terminate this Contract for any reasons acceptable to the LESSOR by giving a 30-day written notice of termination.

8. FREEDOM FROM LIABILITY

8.1. The LESSEE agrees and obligates itself to hold the LESSOR free and harmless from any and all actions, suits, and damages and other claims of whatever kind or nature which may be brought or instituted by any party for any cause including but not limited to non-observance or non-performance by the LESSEE of any law or any government-imposed rule or regulation, ordinance or law or any rules issued by the CCP pursuant to Section 6.1 above.

9. ATTORNEY'S FEES

9.1. In case of court litigation arising from breach by the LESSEE of the terms and conditions of this Contract, the LESSEE shall be liable to pay the LESSOR attorney's fees in the amount equivalent to twenty five percent (25%) of the amount being claimed by the LESSOR, which attorney's fees shall not be less than P50,000.00 aside from the damages, costs of litigation and other expenses which the law may entitle the LESSOR to recover from the LESSEE which shall all be paid by the LESSEE whether litigation is prosecuted to judgment or not.

10. VENUE OF SUIT

10.1. The parties agree that in the event of a legal dispute arising out of the Contract, the venue shall be laid exclusively before a court of proper jurisdiction in Pasay City, to the exclusion of any other courts.

IN WITNESS WHEREOF, the parties hereunto have set their hands this _____ day of _____, 2022 in Pasay City, Philippines.

CULTURAL CENTER OF
THE PHILIPPINES

By:

ARSENIO J. LIZASO
President

OVERSEAS WORKERS WELFARE
ADMINISTRATION (OWWA)

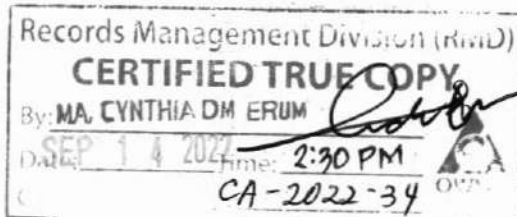
By:

ATTY. HANS LEO CACDAC
Executive Director

SIGNED IN THE PRESENCE OF:

TERESA S. RANCES
Department Manager III
Administrative Services Department

ATTY. EDELYN A. DUNGAN-CLAUSTRO
Director IV
Administrative Financial Management Office



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)
CITY MANILA) S.S.

BEFORE ME, a Notary Public, for and in the City of MANILA on this
_____ day of SEP 06 2022, 2022 personally appeared the following person:

ARSENIO J. LIZASO

Passport No. P3126934B
Expiration on: September 7, 2029

known to me and me known to be the same person who executed the foregoing instrument and he hereby acknowledged to me that the same is his free and voluntary act and deed, as well as that of the entity herein represented.

WITNESS MY HAND AND SEAL on the date, year and place first above mentioned.

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

Notary Public
ATTY. HENRY D. ADASA
NOTARY PUBLIC CITY OF MANILA
NOTARIAL COMMISSION 2020-097 / 12/31/2022 Manila
REG. NO. 48750 - 01/03/2022, PASIG
REG. NO. 48817 - 01/03/2022, MIA
REG. NO. 48820, TIR. 172-520-620
ACKNOWLEDGEMENT 6/26/2015, Valid April 14, 2025
URBAN DECA HOMES MANILA, D-2, UNIT 255, TONDO, MIA. (27)

REPUBLIC OF THE PHILIPPINES)
CITY CITY OF MANILA) S.S.

BEFORE ME, a Notary Public, for and in the City of CITY OF MANILA on this
_____ day of _____, 2022 personally appeared the following person:
SEP 07 2022

HANS LEO CACDAC

Passport No. S0017845A
Expiration on: November 06, 2024

known to me and me known to be the same person who executed the foregoing instrument and he hereby acknowledged to me that the same is his free and voluntary act and deed, as well as that of the entity herein represented.

WITNESS MY HAND AND SEAL on the date, year and place first above mentioned.

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

Notary Public
ATTY. HENRY D. ADASA
NOTARY PUBLIC CITY OF MANILA
NOTARIAL COMMISSION 2020-097 / 12/31/2022 Manila
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WITNESS COMPL. NO. 01-2020-097/2022, Valid April 14, 2025
URBAN DECA HOMES MANILA, D-2, UNIT 255, TONDO, MIA. (28)

Records Management Division (RM-D)
CERTIFIED TRUE COPY
By: MA. CYNTHIA DM ERUM
Date: SEP 14 2022 Time: 2:30 PM
CA-2022-34



NOTICE OF AWARD

17 August 2022

Ms. MARIA MARGARITA MORAN-FLOIRENDO
President
CULTURAL CENTER OF THE PHILIPPINES
Roxas Boulevard, Pasay City

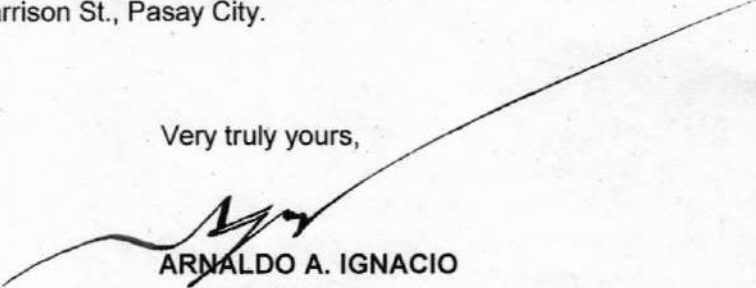
Dear Ms. Moran-Floirendo,

Please be informed that your proposal for One (1) Lot – Lease of OWWA Parking Space with the Total Contract Price of **Two Hundred Ten Thousand Pesos (Php210,000.00)** per month from July to December 2022 only, has been accepted.


Kindly acknowledge receipt and acceptance of this Notice by signing the space provided below and submit a copy to the Procurement and Property Management Division of the Overseas Workers Welfare Administration (OWWA) at Room 301, 3rd Floor, OWWA Center Building, 7th St., corner F.B. Harrison St., Pasay City.

Thank you.

Very truly yours,


ARNALDO A. IGNACIO
Administrator

Conforme:


Ms. MARIA MARGARITA MORAN-FLOIRENDO
President/CULTURAL CENTER OF THE PHILIPPINES
Date: AUG 19 2022 *to*



NOTICE TO PROCEED

AUG 19 2022

Ms. MARIA MARGARITA MORAN-FLOIRENDO
President
CULTURAL CENTER OF THE PHILIPPINES
Roxas Boulevard, Pasay City

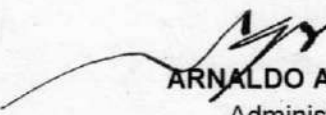
Dear Ms. Moran-Floirendo,

The attached Lease Agreement having been approved, notice is hereby given to **Cultural Center of the Philippines** that the Proposal for the One (1) Lot – Lease of OWWA Parking Space may commence effective July 2022.

Please acknowledge receipt and acceptance of this Notice by signing the space provided below and submit a copy to the PPMD of the Overseas Workers Welfare Administration (OWWA) at Room 301, 3rd Floor, OWWA Center Building, 7th St., corner F.B. Harrison St., Pasay City.

Thank you.

Very truly yours,


ARNALDO A. IGNACIO
Administrator

I acknowledge receipt of this Notice on

SEP 06 2022


Ms. MARIA MARGARITA MORAN-FLOIRENDO
President/CULTURAL CENTER OF THE PHILIPPINES *tw*