

Memories of the Day

EVENTS AND EXHIBIT CENTER

LEASE AGREEMENT

KNOWN ALL MEN BY THESE PRESENTS:

This LEASE AGREEMENT made and entered into by and between

MAYNILA PROPERTIES AND MANAGEMENT, INC., a corporation duly organized and existing under the laws of the Philippines with office address at 1809-1813 M.H. Del Pilar, Malate, Manila, herein represented in this act by its General Manager, Cristy E. Nazario, herein referred to as the "LESSOR"

And

OWWA herein referred to as the "LESSEE."

WITNESSETH:


WHEREAS, the LESSOR owns, operates and has the full right to make this lease and rent to the LESSEE the PALACIO DE MAYNILA, a commercial tent located at Roxas Boulevard, Manila, under the terms and conditions hereinafter set forth;

WHEREAS, the LESSEE is interested in leasing and using the PALACIO DE MAYNILA for an event and the LESSOR has agreed to the same;

NOW, THEREFORE, for and in consideration of the mutual covenants and stipulations hereinafter contained, the parties hereto do contract and agree as follows:

- LEASED PREMISES:** Subject to the payment terms hereinafter specified, the LESSOR hereby leases to the LESSEE the PALACIO DE MAYNILA.
- USE OF THE LEASED PREMISES:** PALACIO DE MAYNILA shall be used for a Anniversary Party on May 2, 2017 From 6:00PM to 12:00 MN WITH SET-UP COMMENCING AT 10AM ON MAY 2, 2017 AND EGRESS AFTER THE EVENT (NO USE OF AIRCON DURING INGRESS & EGRESS). The leased premises will be turned over to the LESSOR, free from property/equipment brought in/ used by LESSEE from their previous event.
- PAYMENT TERMS:** For the leased of the said premises, the LESSEE shall pay the LESSOR, rental, in the form of Cash or Manager's Check, the amount of: PHP 409,700.00 (Four Hundred Nine Thousand Seven Hundred Pesos Only) Vat Inclusive in the following:

3.1 1st Payment- Php 204,850.00 April 26, 2017
3.2 Full Payment – Php 204,850.00 May 2, 2017

Records Management Division (RMD)	
CERTIFIED TRUE COPY	
By: <u>[Signature]</u>	
Date: <u>APR 21 2017</u> Time: <u>4:33 PM</u>	
Control No. _____	

Any amount paid by the LESSEE to the LESSOR will be considered non-refundable except where otherwise specified in this Agreement.

The rental fee provided herein shall be the payment for use of Palacio De Maynila, together with the airconditioning units, lighting fixtures installed, stage and widescreen.

P 8,500.00 per hour shall likewise be charged for the use of electricity and air conditioning in excess of the hours allotted.

The Reservation Application signed by the LESSEE, and attached herewith as Annex "A", shall form an integral part of this Agreement.

4. The LESSEE agrees to answer for any damages or lost caused to PALACIO DE MAYNILA during the event. The LESSEE agrees and binds itself to settle the whole amount due within ten (10) days from the termination of the Event.

In cases where the LESSEE avails of the services of an outside contractor, it will be the contractor who will be liable for damages caused, however, if the contractor fails to pay after the event, it will be charged to the LESSEE..

5. **CANCELLATIONS:** Should the LESSEE decide to cancel the reservation for whatever reason, the following penalties shall be imposed.

- | | |
|--|-------------------------------------|
| 5.1 Two (2) months before the Event | - 20% of the Total Contract Price * |
| 5.2 Less than Two (2) months to One (1) month before the Event | - 50% of the Total Contract Price * |
| 5.3 Less than One (1) month before the Event | - 100% of the Full Contract Price * |
- * Based on Venue Rental

6. **AIRCON UNITS OPERATION:** The air-conditioning system shall only be operational One (1) hour before the event proper and until the end of the event. LESSEE will not be allowed to use the air-conditioning units during ingress and egress of the premises.

7. **GUIDELINES:** LESSEE agrees to abide by the policies and guidelines set forth in the Guidelines of PALACIO DE MAYNILA, attached herewith as Annex "B" and hereby made an integral part of this Lease Agreement.

8. **INJURY OR DAMAGE:** LESSEE agrees that the LESSOR shall not be liable for any damage or liability of any kind or for any damage or injury to any person or property during the use of PALACIO DE MAYNILA by the LESSEE, his/it's agents, employees, guests or clients, and that the LESSEE will save harmless the LESSOR from all liability on account of such damage or injury and from claims and demands of whatever kind and nature.

9. In case of cancellation or abandonment of this agreement due to causes which are classified as fortuitous events, force majeure, "acts of God", acts of war, civil disturbances, riots, mutiny, social unrest and other similar incidents, then, both parties agree to conduct further negotiations for re-setting or re-scheduling of the Event, otherwise, the same shall be deemed to be terminated or aborted.

10. In the case of legal suit that may arise as a result of violation of any of the provisions of this Agreement by the parties herein, venue hereof shall be the proper courts of jurisdiction in Manila, to the exclusion of other courts of competent jurisdiction.

Package Inclusions:

1. Venue : 6:00PM to 12:00MN
2. Food Buffet for 350 Hizon's d Catering
3. LED Wall 9x12 feet (serve as the backdraft)
4. Full Band Set up

Audio

- 4 unit Kevler nx15 speaker
- 2 unit Sub zero woofer
- 1 unit Spirit Power amplifier
- 1 unit Musikfocus amplifier
- 1 unit Allen & Heath pa28 audio mixer
- 1 unit Delta dual band equalizer
- 1 unit Alesis Compressor / Limiter
- 1 unit Atlantic pro crossover
- 1 unit BDS dual dvd player
- 2 unit mics wireless
- 2 unit with wired
- 3 unit Shure wired microphone with stand
- Lots Speaker wire / Extension cord / Microphone cable

Lights and Effects

- 32 unit LED light with color gel**
- 4 unit light stand
- 4 unit Par64 stage light
- 1 unit powerpack with dimmer and safety breaker
- 1 unit light controller
- 4 unit Profile575 moving head**
- 1 unit dmx controller
- 1 unit Matrix575 follow spot set
- 1 unit Green laser light
- 1 unit Smoke machine
- Lots of Royal cord / powerline / extension

Rhythm

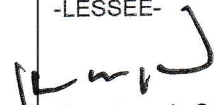
- 1 unit Line6 spider IV 2x12 Guitar amplifier
- 1 unit Kevler powered speaker for Keyboard amplifier
- 1 unit Bass Amplifier
- 1 unit Hartke Bass amplifier 4x10 cabinet
- 1 set Yamaha Drums with 4pcs Zildian cymbals
- 1 set Drum microphone kit
- 2 unit Shure SM58 Vocal microphone
- 3 unit Kevler vr12 floor monitor
- 2 unit Music stand

The parties have set their hands on this 21st day of April 2017 at Manila, Philippines.

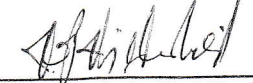
-LESSOR-

By: 
 Ms. Cristy Ermita-Nazario
 Palacio de Maynila, General Manager

-LESSEE-


 Mr. Hans Leo J. Cacdac
 Administrator

SIGNED IN THE PRESENCE OF:


 Ms. Ondet Pajarillio-Villadolid
 Admin and Marketing Manager

SUBSCRIBED AND SWORN to before me this 21st day of April, 2017
 in the City of Manila Affiant exhibited to me
 issued on 21st day of April 2017 at Palacio de Maynila

ATTY. ROBERT N. CHUAN
 NOTARY PUBLIC

UNTIL DEC. 31, 2018
 PTR NO. PC5260140/1-3-2017 PASAY CITY
 RP NO. 1037205/11-7-2016 PASAY CITY
 MCLE NO. V-0009650
 ROLL NO. 40429