

**LEASE AGREEMENT OF TEMPORARY HOUSING FACILITIES OF
PN SENIOR OFFICERS**

KNOW ALL MEN BY THESE PRESENTS:

This Lease Agreement (the "Agreement") is made and executed on _____ in Taguig City, by and between:

EMILIA SANTOS VILLABROZA, Filipino, of legal age, and with postal address at 11 Adelfa St., Mapayapa Village II, Holy Spirit, Quezon City, Philippines, hereinafter referred to as the "LESSOR";

and

BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), hereinafter referred to as the "LESSEE"; is a government instrumentality vested with corporate powers duly organized and existing under Republic Act No. 7227 otherwise known as the Bases Conversion and Development Act of 1992, as amended by Republic Act No. 7917, with office address at 2nd Floor, Bonifacio Technology Center, 31st Street, Crescent Park West, Bonifacio Global City, Taguig, Metro Manila, represented herein by its President and Chief Executive Officer, **JOSHUA M. BINGCANG**, who is duly authorized for this purpose, as evidenced by the BCDA Manual of Approval dated 22 November 2017 hereto attached as Annex "A".

WITNESSETH: That –

WHEREAS, the LESSOR is the registered owner possessor of the Leased Premises as evidenced by the following documents attached hereto:

1. Condominium Certificate of Title No. 164-2017017247 (Annex "B")
2. Condominium Certificate of Title No. 164-2017019953 (Annex "C")
3. Condominium Certificate of Title No. 164-2017017262 (Annex "D")
4. Certification from Project Management Office of Vera Wood Residences (Annex "E")

WHEREAS, the LESSEE is desirous and agreeable to lease from the LESSOR the Leased Premises from 16 February 2025 to 15 February 2028.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations all hereunder set forth, the LESSOR hereby transfers by way of lease to the LESSEE, and the LESSEE accepts by way of lease from the LESSOR, the Leased Premises under the following terms and conditions:

1. LEASED PREMISES

1.1 The Leased Premises is/are any of the following:

- | | | | |
|-------|-----------------------------|---|-------------------------|
| 1.1.1 | Project | : | Verawood Residences |
| 1.1.2 | Building / Unit No. | : | Wisteria / 510 |
| 1.1.3 | Unit Area | : | 75 sqm., more or less |
| 1.1.4 | Building / PS No. | : | Wisteria / A-03 |
| 1.1.5 | Parking Slot Area | : | 12.5 sqm., more or less |
| 1.1.6 | Building / Service Area No. | : | Wisteria / 510 |
| 1.1.7 | Service Area Unit | : | 7.50 sqm., more or less |

1.2 The LESSOR hereby acknowledges that the LESSEE has inspected the Leased Premises and accepts the same on a "**Turnished**" basis as indicated in the attached inventory list (Annex "F").

2. TERM

2.1 The term of the lease shall be from 16 February 2025 to 15 February 2028 which may be renewed, provided that a written notice of extension or renewal is given to the LESSOR at least forty-five (45) days prior to the expiration of the term of this Agreement. The LESSOR

and the LESSEE shall endeavor to execute a lease agreement for the renewal of the term at least one (1) month prior to the expiration of the term of this Agreement.

- 2.2 The LESSEE may pre-terminate this Agreement after two (2) years from the commencement of the lease, provided the LESSOR is informed in writing at least one (1) month prior to the desired termination date.
- 2.3 Upon the expiration of the lease period or termination due to default, the LESSOR shall exercise the rights, without the need of any judicial declaration, provided for either by law or in Section 16 of this Agreement.

3. LEASE PAYMENT

- 3.1 The monthly lease is **Forty-Four Thousand and 00/100 Pesos (Php 44,000.00)**, exclusive of applicable taxes and inclusive of association dues related to the leased premises and share on association dues related to the common area. The LESSEE shall pay the monthly lease every 16th day of the month starting 16 February 2025 to 15 February 2028, without necessity of demand. Failure of the LESSEE to pay monthly lease on due date will be considered as default and will be subject to Section 15 of this Agreement. The LESSEE shall deposit the monthly lease in the LESSOR's bank account as follows:

Bank Name	BDO – MPLACE Mother Ignacia Branch
Account Name	FIDES MARIE S. VILLABROZA OR EMILIA VILLABROZA
Type	SAVINGS
Account No.	010940001667

- 3.2 Upon signing of this Agreement, the LESSEE shall pay Security Deposit in the amount of **Eighty-Eight Thousand and 00/100 Pesos (Php 88,000.00)** equivalent to two (2) months of the monthly lease which shall be applied in the last two (2) remaining months of the lease. The LESSOR or its authorized representative and the LESSEE shall inspect the Leased Premises on the 34th month to determine any damages.

4. ASSIGNMENT AND SUBLEASE

- 4.1 The LESSEE shall not assign or transfer its right in this Agreement or sublease or sublet all or any part of the Leased Premises and no right, title or interest thereto or therein shall be conferred to or vested on anyone, other than LESSEE, without the written consent of the LESSOR.
- 4.2 Any violation of this provision shall put the LESSEE in default.

5. SALE / TRANSFER / MORTGAGE

- 5.1 In the event of sale, transfer, mortgage, or any encumbrance of the Leased Premises or any existing sale, transfer, mortgage or any encumbrance of the same, the LESSOR shall warrant that the purchaser, mortgagee, or encumbrance shall respect all terms and conditions of this Agreement.

6. RESTRICTION ON THE USE OF LEASED PREMISES

- 6.1 The LESSEE shall use the Leased Premises exclusively for residential purposes only. The LESSEE shall not use the Leased Premises for any other purposes.
- 6.2 The guests and visitors may be allowed for visitation purposes only, in the event or occasion shall the guests or visitors be allowed to stay or be accommodated in the Leased Premises for a period not longer than three (3) days except for approved written consent from the LESSOR. All individuals who are deemed trespassing, pose any threats or violations in safety and security of the residents and premises must be immediately escorted out by the PMO security personnel of the Leased Premises.

6.3 Likewise, the LESSEE shall be bound to comply with the Master Deed with Declaration of Restrictions (for condominium corporation) or Deed of Restriction (for homeowners' association), rules, regulations and policies of either the condominium corporation or homeowners' association, as the case may be.

7. IMPROVEMENTS AND ALTERATIONS BY THE LESSEE

7.1 The LESSEE shall not make substantial structural alterations or modifications on the Leased Premises without the prior written consent of the LESSOR and if such consent is granted, shall be at the own expense of the LESSEE. However, all alterations/improvements made by the LESSEE are to its own expense, and improvements shall upon termination of this Agreement automatically inure to the benefit of the Leased Premises and become property of the LESSOR without any obligation to refund the cost to the LESSEE. The LESSEE, however, shall have the absolute right to introduce movable furniture and fixtures and improvements or other things which are not permanent in nature and to remove whichever of the said objects the LESSEE has put in or installed. However, if at the expiration of the term of this Agreement, removal of such things should cause damage or defacement to the Leased Premises, the LESSEE shall fully compensate the LESSOR for such damage.

8. SANITATION AND REPAIRS

8.1 The LESSEE shall keep the Leased Premises clean and in sanitary condition. The LESSOR shall be responsible for all major repairs on the premises caused by force majeure and ordinary wear and tear, except repairs due to the fault or negligence of the LESSEE, members of his/her household, employees, house help, or guests. Routine maintenance of the air-conditioning units shall be for the account of the LESSEE. Should either LESSOR or LESSEE fail to undertake repairs on their respective responsibilities, within a reasonable period of time or within **thirty (30) days**, after due notice, either the LESSOR or the LESSEE as the case may be, at his/her option may undertake such repairs upon proper notification to the party concerned. Upon presentation of satisfactory evidence of the reasonable costs incurred, such costs shall be reimbursed to the party concerned without undue delay.

9. PUBLIC UTILITIES, RISK OF LOSS OR DAMAGES

9.1 The LESSEE shall pay for the utilities on or before its due date which include water, electricity, telephone, cable TV, Internet and WIFI charges. Any delay in payment shall be subject to termination or unavailability of service to be facilitated by the Condominium Corporation or any Third Party Service Provider.

9.2 The LESSOR shall not be accountable or liable for any loss, injury or damages that may be suffered by the LESSEE in the Leased Premises by reason of theft, robbery, arson or other crimes. The LESSEE has no liability in case of earthquakes, flood, and malicious damages by others aside from his/her agents, employees, domestic help, or guests, which are beyond the control of the LESSEE. In case of damage to the Leased Premises, or its appurtenances by fire, earthquake, war, or any other unforeseen cause, the LESSEE shall immediately give notice thereof to the LESSOR. If the Leased Premises shall be damaged by the unforeseen causes as mentioned above without the fault or negligence of the LESSEE, or his/her agents, employees, servants, or guests, the injury or damage shall be repaired, at the expense of the LESSOR, as speedily as possible, after such notice; but if the Leased Premises be so nearly destroyed as to make it untenable, without the fault or negligence of the LESSEE, either party may demand rescission of this Agreement. All advanced rentals shall be refunded by the LESSOR to the LESSEE without necessity of demand.

9.3 The LESSOR shall not be liable nor responsible for any of the following:

9.3.1 For the presence of bugs, vermin, ants, termites, insects of any kind, if any, in the Leased Premises;

9.3.2 For the failure of the water supply, electric current, cable TV, Internet and WIFI signal;

- 9.3.3 Any injury, loss or damage which the LESSEE, family, agents, guests, or employees might sustain in the Leased Premises, unless the injury, loss or damage is caused by the agents, officers, employees or representatives of the LESSOR;
 - 9.3.4 Any damage done or occasioned by, or arising from plumbing, water, and/or other pipes, or the bursting, leaking, or destruction of any pipe, tank, water closet, electrical and other service utilities; or
 - 9.3.5 Any damage caused by fire, earthquake, strike, demonstration, riot, rebellion, typhoon, flood, war or other unforeseen cause or event.
- 9.4 No loss or damage in the Leased Premises shall impair the LESSEE's obligations under this Agreement.

10. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

- 10.1 The LESSEE shall comply with any and all rules, regulations and policies currently existing or which may be promulgated from time to time by the LESSOR, as well as all the House Rules and Regulation implemented by the Condominium Corporation or any rules, regulations, ordinances and laws established by all duly constituted authorities of the Municipal/City or National Government arising from or regarding the use, occupancy, sanitation and pollution of the Leased Premises.
- 10.2 The LESSEE or any members of the household or a guest or other person under the LESSEE's responsibility shall not engage in acts of violence or illegal activity, including drug-related activity, threats of violence, unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of this Agreement that otherwise jeopardizes the health, safety or welfare of the landlord and the community.
- 10.3 In the event that the LESSEE is found or known to be engaging in any criminal or illegal activity, the Condominium Corporation and its administration is hereby given full authority by the LESSOR to expel the LESSEE from the premise wherein this Agreement will be subject to pre-termination and all security deposit of the LESSEE will be forfeited by the LESSOR.

11. FIRE HAZARD AND OBNOXIOUS SUBSTANCE

- 11.1 The LESSEE shall not keep, deposit or store in the Leased Premises any obnoxious substance or inflammable material or substance that might constitute a fire hazard, or might pollute the air and water as prohibited by law, with the exception of keeping 1 LPG cylinder for cooking purposes.

12. TAXES, DUES AND ASSESSMENTS

- 12.1 Real estate taxes, withholding taxes and other government assessments on the Leased Premises shall be for the account of the LESSOR.
- 12.2 Joining fees, regular or special assessments levied by the condominium corporation shall be for the sole account of the LESSOR, the amounts of which shall be advised to the LESSOR.

13. INSURANCE

- 13.1 LESSOR may obtain such insurance policy on the Leased Premises to cover his/her respective insurable interests therein. In this regard, LESSEE shall comply with all the conditions of any insurance policy; shall not permit any article or act which will violate any term of the insurance policy from being brought or committed in the Leased Premises; shall not at any time use or allow the use of electrical systems in excess of the capacity of the existing risers, feeders, and wiring of the Leased Premises, nor use or allow the use of such electrical equipment or appliances, in the Leased Premises or the premises which may cause overloading of the electrical circuits and shall otherwise do or refrain from doing such acts so as not to endanger the safety of the Leased Premises or compromise the coverage under the insurance policies.

14. INSPECTION AND REPAIR OF PREMISES

- 14.1 During final move in date up to **fifteen (15) days** of occupancy of the unit, the LESSEE shall immediately report any issues with furniture, fixtures or appliances to the LESSOR. Otherwise if not reported on the said timeline, all other issues that warrant repair or replacement shall all be obligated to the LESSEE.
- 14.2 The LESSEE shall maintain the Leased Premises in good and tenantable condition until upon expiration of the term of this Lease Agreement. Likewise, the LESSEE shall surrender and return all the furniture and fixtures identified in the "**Inventory List**" in good condition as they were actually found at the beginning of the lease; ordinary wear and tear is expected.
- 14.3 The LESSOR or its authorized agent after giving due notice to the LESSEE shall have the right to enter the Leased Premises in the presence of LESSEE or its representative at any reasonable hour to enter and inspect the Leased Premises. The LESSEE hereby agrees to cooperate with the LESSOR in keeping the Leased Premises in good tenantable condition.
- 14.4 Upon prior notice of the LESSOR, the LESSEE at any reasonable hour shall give the right of the LESSOR to show/exhibit the Leased Premises to prospective tenants, in case the LESSEE has no more intention of renewing the lease provided that entering the Leased Premises must be in the presence of the LESSEE or its representative.

15. DEFAULT AND CONSEQUENCES OF DEFAULT

- 15.1 Non-payment of the monthly lease based on the agreed timeline, the LESSOR may declare the LESSEE in default by serving a written notice to the LESSEE. Upon the LESSEE being in default, the LESSOR shall, exercise, in addition to any other remedies as may be prescribed by law, the following rights:
 - 15.1.1 To terminate this Agreement through serving a written notice to the LESSEE;
 - 15.1.2 To immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises;
 - 15.1.3 To demand and receive from the LESSEE payment for any and all unpaid rentals and other financial obligations stipulated in, or arising out of this Agreement;
 - 15.1.4 To take possession of and sell at public or private sale any and all properties of the LESSEE found in the Leased Premises and to apply the proceeds thereof in payment of any unpaid accounts of the LESSEE;
 - 15.1.5 To automatically forfeit in its favor the security deposit and remaining unused amount of rental advance referred to in Section 3.

16. TERMINATION OF LEASE

- 16.1 Upon termination or expiration of the lease for any reasons whatsoever, the LESSEE agrees and warrants to return and peacefully vacate the Leased Premises without necessity of demand. In case of the expiration of the lease period, the LESSOR shall have all the right to immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and

authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, all damages caused by such shall all be obligated to the LESSEE. Padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises.

16.2 At the termination or expiration of the lease, all keys shall be returned without need of any demand. Likewise, the LESSEE shall deliver the Leased Premises in as good and tenable condition, in all respects, as the same now are, reasonable wear and tear excepted, devoid of all occupants, furniture, articles and effects of any kind owned by the LESSEE.

17. REPRESENTATION AND WARRANTIES

17.1 The LESSOR represents and warrants that it has good and sufficient title and interest in the Leased Premises and full authority to enter into and execute this Agreement. The LESSOR further covenants that there are no liens, encumbrances or other impediments of title covering the Leased Premises that would impede or prevent the LESSEE from enjoying his/her rights under this Agreement. The LESSOR shall indemnify and hold the LESSEE free and harmless from any and all loss, damage or liability suffered by the LESSEE in the event that this Agreement cannot be enforced due to defect in the LESSOR's title or adverse claims or restrictions thereon. In the event that the LESSEE's peaceful possession of the Leased Premises is interrupted for any reason whatsoever, the LESSOR shall refund to the LESSEE or its authorized representative the unapplied portion of the rent and the full amount of the Security Deposit (after deducting any unpaid utilities of the LESSEE), at the option of the LESSEE, to extend the lease period for such period equivalent to the disruption of the LESSEE's peaceful possession.

17.2 Both parties are qualified under local law, regulations, policies and administrative requirement to do business and to the extent required by applicable law, as may be necessary to enter into this Agreement.

18. NON-WAIVER

18.1 The failure of any party to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be construed as a waiver or relinquishment of any right or remedy the non-defaulting may have, and shall not be a bar for any action it may take, nor shall it be construed as a waiver of any subsequent breach of default of this terms, conditions and covenants hereof, which terms, conditions and covenant shall to be in full force and effect.

18.2 Any waiver of the parties' rights hereunder can only be made in writing.

19. BINDING EFFECT

19.1 This Agreement shall be binding not only between the parties hereto but also upon their respective successors and assigns.

20. AMENDMENT

20.1 This Agreement and any of its terms, clauses and sub-clauses can only be amended, modified, waived, discharged, or terminated by written agreement between LESSOR and LESSEE.

21. GOVERNING LAW

21.1 This Agreement shall be construed under Philippine Law.

22. VENUE

22.1 If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any legal action, suit or proceeding arising out or relating to this Agreement shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

Whenever necessary to promote arbitration or to seek judicial relief, the parties agree that any legal action, suit or proceeding arising out of or relating to this Agreement may be instituted in any competent court in Taguig City, to the exclusion of other courts of equal jurisdiction.

23. LITIGATION

23.1 Notwithstanding any other provision of this Agreement, the prevailing party in any suit or proceeding, judicial or otherwise, arising out of or by reason of this Agreement, shall be entitled to receive from the other party all reasonable expenses, costs of the suit and reasonable attorney's fees not less than 20% of the amount sought to be recovered.

24. SEPARABILITY

24.1 Should any of the terms and conditions or any part or clause of this Agreement be declared void or unenforceable by competent authority, the same shall not invalidate the other terms and conditions, parts or clauses of this Agreement, which shall continue to be in full force and effect.


25. NOTICES

25.1 Any notice or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, e-mail or facsimile to such party at the address specified below:

Emilia S. Villabroza
[Redacted Signature]

[Redacted Footer]

To the LESSOR:


EMILIA SANTOS VILLABROZA
11 Adelfa St., Mapayapa Village II,
Holy Spirit, Quezon City


To the LESSEE:

JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT AUTHORITY
2/F Bonifacio Technology Center,
31st Street corner 2nd Avenue
Bonifacio Global City, Taguig City

FEB 21 2025

IN WITNESS WHEREOF, the parties hereto have hereunto signed this ____ day of _____,
20__ in Taguig City.


EMILIA SANTOS VILLABROZA
LESSOR


JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT AUTHORITY
LESSEE



ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City, **MAKATI CITY**) SS.

BEFORE ME, a Notary Public for and in Taguig City, personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE/PLACE OF ISSUE
JOSHUA M. BINGCANG	[REDACTED]	[REDACTED]
EMILIA S. VILLABROZA	[REDACTED]	[REDACTED]

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed confirm their own free acts and the entities they each represent.

SIGNED AND SEALED on FEB 21 2025 in **MAKATI CITY**, Philippines.

[REDACTED]

MA. ESMERALDA K. CLINANAN
Notary Public for and in Makati City
Until December 31, 2025
Appt. No. M-013 (2024-2025) Makati City
Attorney's Roll No. 34562
MCLE Compliance No. VIII-0009662/valid until 4-14-2028
PTR No. 10467303/1-2-2025/Makati City
IBP Lifetime Member No. 05413
3/F Dela Rosa Carpark I, Dela Rosa St.
Lagasa Village, Makati City

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Series of 2025

EMILIA SANTOS VILLABROZA
11 Adelfa St., Mapayapa Village II,
Holy Spirit, Quezon City

Subject: **NOTICE OF AWARD**
Lease of Temporary Housing Facilities
of PN Senior Officers


Dear **Ms. Villabroza**:

We are pleased to notify you that the Contract for the lease renewal of Unit 510 Wisteria, Verawood, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers is hereby awarded to you with a contract price of **Forty-Four Thousand and 00/100 Pesos (Php 44,000.00) per month**, exclusive of applicable taxes and inclusive of all applicable fees related to the leased premises.

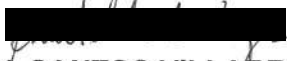
You are therefore required within ten (10) calendar days from receipt of this Notice of Award to formally enter into contract with BCDA. Failure to enter into the said contract shall constitute a sufficient ground for the cancellation of this Award.

Please indicate your concurrence by signing the Notice of Award on the space below "Conforme" and return the same upon signing.

Very truly yours,


JOSHUA M. BINGCANG
President and CEO

Conforme:


EMILIA SANTOS VILLABROZA
LESSOR
Date: 07 FEBRUARY 2025



EMILIA SANTOS VILLABROZA
11 Adelfa St., Mapayapa Village II,
Holy Spirit, Quezon City

Subject: **NOTICE TO PROCEED**
Lease of Temporary Housing Facilities
of PN Senior Officers


Dear **Ms. Villabroza:**

In connection with the Contract for the lease renewal of Unit 510 Wisteria, Verawood, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers, this notice is hereby given to you to proceed with said undertaking.

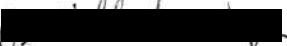
Upon receipt of this notice, you shall be responsible to perform the services under the terms and conditions stated in the Contract.

Please indicate your concurrence by signing the Notice to Proceed on the space below "Conforme" and return the same upon signing.

Very truly yours,


JOSHUA M. BINGCANG
President and CEO

Conforme:


EMILIA SANTOS VILLABROZA
LESSOR
Date: 21 FEBRUARY 2025

**LEASE AGREEMENT OF TEMPORARY HOUSING FACILITIES OF
PN SENIOR OFFICERS**

KNOW ALL MEN BY THESE PRESENTS:

This Lease Agreement (the "Agreement") is made and executed on _____ in Taguig City, by and between:

MARK ANGELO A. DESCALSOTA and SAMANTHA L. DESCALSOTA, Filipino, of legal age, and with postal address at 92 Bay Hill Drive Manila Southwoods, Carmona, Cavite, Philippines, hereinafter referred to as the "LESSOR";

and

BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), hereinafter referred to as the "LESSEE"; is a government instrumentality vested with corporate powers duly organized and existing under Republic Act No. 7227 otherwise known as the Bases Conversion and Development Act of 1992, as amended by Republic Act No. 7917, with office address at 2nd Floor, Bonifacio Technology Center, 31st Street, Crescent Park West, Bonifacio Global City, Taguig, Metro Manila, represented herein by its President and Chief Executive Officer, **JOSHUA M. BINGCANG**, who is duly authorized for this purpose, as evidenced by the BCDA Manual of Approval dated 22 November 2017 hereto attached as Annex "A".

WITNESSETH: That –

WHEREAS, the LESSOR is the registered owner possessor of the Leased Premises as evidenced by the following documents attached hereto:

1. Condominium Certificate of Title No. 164-2014006231 (Annex "B")
2. Condominium Certificate of Title No. 164-2014015472 (Annex "C")
3. Condominium Certificate of Title No. 164-2014015467 (Annex "D")
4. Certification from Project Management Office of Royal Palm Residences (Annex "E")

WHEREAS, the LESSEE is desirous and agreeable to lease from the LESSOR the Leased Premises from 16 February 2025 to 15 February 2028.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations all hereunder set forth, the LESSOR hereby transfers by way of lease to the LESSEE, and the LESSEE accepts by way of lease from the LESSOR, the Leased Premises under the following terms and conditions:

1. LEASED PREMISES

1.1 The Leased Premises is/are any of the following:

- | | | | |
|-------|-----------------------------|---|-------------------------|
| 1.1.1 | Project | : | Royal Palm Residences |
| 1.1.2 | Building / Unit No. | : | RAWAI / 1007 |
| 1.1.3 | Unit Area | : | 81 sqm., more or less |
| 1.1.4 | Building / PS No. | : | RAWAI / 96 |
| 1.1.5 | Parking Slot Area | : | 12.5 sqm., more or less |
| 1.1.6 | Building / Service Area No. | : | RAWAI / 108 |
| 1.1.7 | Service Area Unit | : | 3 sqm., more or less |

1.2 The LESSOR hereby acknowledges that the LESSEE has inspected the Leased Premises and accepts the same on a "**fully furnished**" basis as indicated in the attached inventory list (Annex "F").

2. TERM

- 2.1 The term of the lease shall be from 16 February 2025 to 15 February 2028 which may be renewed, provided that a written notice of extension or renewal is given to the LESSOR at least forty-five (45) days prior to the expiration of the term of this Agreement. The LESSOR and the LESSEE shall endeavor to execute a lease agreement for the renewal of the term at least one (1) month prior to the expiration of the term of this Agreement.
- 2.2 The LESSEE may pre-terminate this Agreement after two (2) years from the commencement of the lease, provided the LESSOR is informed in writing at least one (1) month prior to the desired termination date.
- 2.3 Upon the expiration of the lease period or termination due to default, the LESSOR shall exercise the rights, without the need of any judicial declaration, provided for either by law or in Section 16 of this Agreement.

3. LEASE PAYMENT

- 3.1 The monthly lease is **Forty-Four Thousand and 00/100 Pesos (Php 44,000.00)**, exclusive of applicable taxes and inclusive of association dues related to the leased premises and share on association dues related to the common area. The LESSEE shall pay the monthly lease every 16th day of the month starting 16 February 2025 to 15 February 2028, without necessity of demand. Failure of the LESSEE to pay monthly lease on due date will be considered as default and will be subject to Section 15 of this Agreement. The LESSEE shall deposit the monthly lease in the LESSOR's bank account as follows:

Bank Name	BDO – Waltermart Carmona Cavite
Account Name	Mark Angelo A. Descalsota and/or Samantha Descalsota
Type	Joint / Savings Account
Account No.	010650126246

- 3.2 Upon signing of this Agreement, the LESSEE shall pay Security Deposit in the amount of **Eighty-Eight Thousand and 00/100 Pesos (Php 88,000.00)** equivalent to two (2) months of the monthly lease which shall be applied in the last two (2) remaining months of the lease. The LESSOR or its authorized representative and the LESSEE shall inspect the Leased Premises on the 34th month to determine any damages.

4. ASSIGNMENT AND SUBLEASE

- 4.1 The LESSEE shall not assign or transfer its right in this Agreement or sublease or sublet all or any part of the Leased Premises and no right, title or interest thereto or therein shall be conferred to or vested on anyone, other than LESSEE, without the written consent of the LESSOR.
- 4.2 Any violation of this provision shall put the LESSEE in default.

5. SALE / TRANSFER / MORTGAGE

- 5.1 In the event of sale, transfer, mortgage, or any encumbrance of the Leased Premises or any existing sale, transfer, mortgage or any encumbrance of the same, the LESSOR shall warrant that the purchaser, mortgagee, or encumbrance shall respect all terms and conditions of this Agreement.

6. RESTRICTION ON THE USE OF LEASED PREMISES

- 6.1 The LESSEE shall use the Leased Premises exclusively for residential purposes only. The LESSEE shall not use the Leased Premises for any other purposes.

6.2 The guests and visitors may be allowed for visitation purposes only, in the event or occasion shall the guests or visitors be allowed to stay or be accommodated in the Leased Premises for a period not longer than three (3) days except for approved written consent from the LESSOR. All individuals who are deemed trespassing, pose any threats or violations in safety and security of the residents and premises must be immediately escorted out by the PMO security personnel of the Leased Premises.

6.3 Likewise, the LESSEE shall be bound to comply with the Master Deed with Declaration of Restrictions (for condominium corporation) or Deed of Restriction (for homeowners' association), rules, regulations and policies of either the condominium corporation or homeowners' association, as the case may be.

7. IMPROVEMENTS AND ALTERATIONS BY THE LESSEE

7.1 The LESSEE shall not make substantial structural alterations or modifications on the Leased Premises without the prior written consent of the LESSOR and if such consent is granted, shall be at the own expense of the LESSEE. However, all alterations/improvements made by the LESSEE are to its own expense, and improvements shall upon termination of this Agreement automatically inure to the benefit of the Leased Premises and become property of the LESSOR without any obligation to refund the cost to the LESSEE. The LESSEE, however, shall have the absolute right to introduce movable furniture and fixtures and improvements or other things which are not permanent in nature and to remove whichever of the said objects the LESSEE has put in or installed. However, if at the expiration of the term of this Agreement, removal of such things should cause damage or defacement to the Leased Premises, the LESSEE shall fully compensate the LESSOR for such damage.

8. SANITATION AND REPAIRS

8.1 The LESSEE shall keep the Leased Premises clean and in sanitary condition. The LESSOR shall be responsible for all major repairs on the premises caused by force majeure and ordinary wear and tear, except repairs due to the fault or negligence of the LESSEE, members of his/her household, employees, house help, or guests. Routine maintenance of the air-conditioning units shall be for the account of the LESSEE. Should either LESSOR or LESSEE fail to undertake repairs on their respective responsibilities, within a reasonable period of time or within **thirty (30) days**, after due notice, either the LESSOR or the LESSEE as the case may be, at his/her option may undertake such repairs upon proper notification to the party concerned. Upon presentation of satisfactory evidence of the reasonable costs incurred, such costs shall be reimbursed to the party concerned without undue delay.

9. PUBLIC UTILITIES, RISK OF LOSS OR DAMAGES

9.1 The LESSEE shall pay for the utilities on or before its due date which include water, electricity, telephone, cable TV, Internet and WIFI charges. Any delay in payment shall be subject to termination or unavailability of service to be facilitated by the Condominium Corporation or any Third Party Service Provider.

9.2 The LESSOR shall not be accountable or liable for any loss, injury or damages that may be suffered by the LESSEE in the Leased Premises by reason of theft, robbery, arson or other crimes. The LESSEE has no liability in case of earthquakes, flood, and malicious damages by others aside from his/her agents, employees, domestic help, or guests, which are beyond the control of the LESSEE. In case of damage to the Leased Premises, or its appurtenances by fire, earthquake, war, or any other unforeseen cause, the LESSEE shall immediately give notice thereof to the LESSOR. If the Leased Premises shall be damaged by the unforeseen causes as mentioned above without the fault or negligence of the LESSEE, or his/her agents, employees, servants, or guests, the injury or damage shall be repaired, at the expense of the LESSOR, as speedily as possible, after such notice; but if the Leased Premises be so nearly destroyed as to make it untenable, without the fault or negligence of the LESSEE, either party may demand rescission of this Agreement. All advanced rentals shall be refunded by the LESSOR to the LESSEE without necessity of demand.

9.3 The LESSOR shall not be liable nor responsible for any of the following:

- 9.3.1 For the presence of bugs, vermin, ants, termites, insects of any kind, if any, in the Leased Premises;
 - 9.3.2 For the failure of the water supply, electric current, cable TV, Internet and WIFI signal;
 - 9.3.3 Any injury, loss or damage which the LESSEE, family, agents, guests, or employees might sustain in the Leased Premises, unless the injury, loss or damage is caused by the agents, officers, employees or representatives of the LESSOR;
 - 9.3.4 Any damage done or occasioned by, or arising from plumbing, water, and/or other pipes, or the bursting, leaking, or destruction of any pipe, tank, water closet, electrical and other service utilities; or
 - 9.3.5 Any damage caused by fire, earthquake, strike, demonstration, riot, rebellion, typhoon, flood, war or other unforeseen cause or event.
- 9.4 No loss or damage in the Leased Premises shall impair the LESSEE's obligations under this Agreement.

10. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

- 10.1 The LESSEE shall comply with any and all rules, regulations and policies currently existing or which may be promulgated from time to time by the LESSOR, as well as all the House Rules and Regulation implemented by the Condominium Corporation or any rules, regulations, ordinances and laws established by all duly constituted authorities of the Municipal/City or National Government arising from or regarding the use, occupancy, sanitation and pollution of the Leased Premises.
- 10.2 The LESSEE or any members of the household or a guest or other person under the LESSEE's responsibility shall not engage in acts of violence or illegal activity, including drug-related activity, threats of violence, unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of this Agreement that otherwise jeopardizes the health, safety or welfare of the landlord and the community.
- 10.3 In the event that the LESSEE is found or known to be engaging in any criminal or illegal activity, the Condominium Corporation and its administration is hereby given full authority by the LESSOR to expel the LESSEE from the premise wherein this Agreement will be subject to pre-termination and all security deposit of the LESSEE will be forfeited by the LESSOR.

11. FIRE HAZARD AND OBNOXIOUS SUBSTANCE

- 11.1 The LESSEE shall not keep, deposit or store in the Leased Premises any obnoxious substance or inflammable material or substance that might constitute a fire hazard, or might pollute the air and water as prohibited by law, with the exception of keeping 1 LPG cylinder for cooking purposes.

12. TAXES, DUES AND ASSESSMENTS

- 12.1 Real estate taxes, withholding taxes and other government assessments on the Leased Premises shall be for the account of the LESSOR.
- 12.2 Joining fees, regular or special assessments levied by the condominium corporation shall be for the sole account of the LESSOR, the amounts of which shall be advised to the LESSOR.

13. INSURANCE

- 13.1 LESSOR may obtain such insurance policy on the Leased Premises to cover his/her respective insurable interests therein. In this regard, LESSEE shall comply with all the conditions of any insurance policy; shall not permit any article or act which will violate any term of the insurance policy from being brought or committed in the Leased Premises; shall not at any time use or allow the use of electrical systems in excess of the capacity of the existing risers,

feeders, and wiring of the Leased Premises, nor use or allow the use of such electrical equipment or appliances, in the Leased Premises or the premises which may cause overloading of the electrical circuits and shall otherwise do or refrain from doing such acts so as not to endanger the safety of the Leased Premises or compromise the coverage under the insurance policies.

14. INSPECTION AND REPAIR OF PREMISES

- 14.1 During final move in date up to **fifteen (15) days** of occupancy of the unit, the LESSEE shall immediately report any issues with furniture, fixtures or appliances to the LESSOR. Otherwise if not reported on the said timeline, all other issues that warrant repair or replacement shall all be obligated to the LESSEE.
- 14.2 The LESSEE shall maintain the Leased Premises in good and tenantable condition until upon expiration of the term of this Lease Agreement. Likewise, the LESSEE shall surrender and return all the furniture and fixtures identified in the "**Inventory List**" in good condition as they were actually found at the beginning of the lease; ordinary wear and tear is expected.
- 14.3 The LESSOR or its authorized agent after giving due notice to the LESSEE shall have the right to enter the Leased Premises in the presence of LESSEE or its representative at any reasonable hour to enter and inspect the Leased Premises. The LESSEE hereby agrees to cooperate with the LESSOR in keeping the Leased Premises in good tenantable condition.
- 14.4 Upon prior notice of the LESSOR, the LESSEE at any reasonable hour shall give the right of the LESSOR to show/exhibit the Leased Premises to prospective tenants, in case the LESSEE has no more intention of renewing the lease provided that entering the Leased Premises must be in the presence of the LESSEE or its representative.

15. DEFAULT AND CONSEQUENCES OF DEFAULT

- 15.1 Non-payment of the monthly lease based on the agreed timeline, the LESSOR may declare the LESSEE in default by serving a written notice to the LESSEE. Upon the LESSEE being in default, the LESSOR shall, exercise, in addition to any other remedies as may be prescribed by law, the following rights:
 - 15.1.1 To terminate this Agreement through serving a written notice to the LESSEE;
 - 15.1.2 To immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises;
 - 15.1.3 To demand and receive from the LESSEE payment for any and all unpaid rentals and other financial obligations stipulated in, or arising out of this Agreement;
 - 15.1.4 To take possession of and sell at public or private sale any and all properties of the LESSEE found in the Leased Premises and to apply the proceeds thereof in payment of any unpaid accounts of the LESSEE;
 - 15.1.5 To automatically forfeit in its favor the security deposit and remaining unused amount of rental advance referred to in Section 3.

16. TERMINATION OF LEASE

16.1 Upon termination or expiration of the lease for any reasons whatsoever, the LESSEE agrees and warrants to return and peacefully vacate the Leased Premises without necessity of demand. In case of the expiration of the lease period, the LESSOR shall have all the right to immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, all damages caused by such shall all be obligated to the LESSEE. Padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises.

16.2 At the termination or expiration of the lease, all keys shall be returned without need of any demand. Likewise, the LESSEE shall deliver the Leased Premises in as good and tenantable condition, in all respects, as the same now are, reasonable wear and tear excepted, devoid of all occupants, furniture, articles and effects of any kind owned by the LESSEE.

17. REPRESENTATION AND WARRANTIES

17.1 The LESSOR represents and warrants that it has good and sufficient title and interest in the Leased Premises and full authority to enter into and execute this Agreement. The LESSOR further covenants that there are no liens, encumbrances or other impediments of title covering the Leased Premises that would impede or prevent the LESSEE from enjoying his/her rights under this Agreement. The LESSOR shall indemnify and hold the LESSEE free and harmless from any and all loss, damage or liability suffered by the LESSEE in the event that this Agreement cannot be enforced due to defect in the LESSOR's title or adverse claims or restrictions thereon. In the event that the LESSEE's peaceful possession of the Leased Premises is interrupted for any reason whatsoever, the LESSOR shall refund to the LESSEE or its authorized representative the unapplied portion of the rent and the full amount of the Security Deposit (after deducting any unpaid utilities of the LESSEE), at the option of the LESSEE, to extend the lease period for such period equivalent to the disruption of the LESSEE's peaceful possession.

17.2 Both parties are qualified under local law, regulations, policies and administrative requirement to do business and to the extent required by applicable law, as may be necessary to enter into this Agreement.

18. NON-WAIVER

18.1 The failure of any party to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be constructed as a waiver or relinquishment of any right or remedy the non-defaulting may have, and shall not be a bar for any action it may take, nor shall it be construed as a waiver of any subsequent breach of default of this terms, conditions and covenants hereof, which terms, conditions and covenant shall to be in full force and effect.

18.2 Any waiver of the parties' rights hereunder can only be made in writing.

19. BINDING EFFECT

19.1 This Agreement shall be binding not only between the parties hereto but also upon their respective successors and assigns.

20. AMENDMENT

20.1 This Agreement and any of its terms, clauses and sub-clauses can only be amended, modified, waived, discharged, or terminated by written agreement between LESSOR and LESSEE.

21. GOVERNING LAW

21.1 This Agreement shall be construed under Philippine Law.

22. VENUE

22.1 If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any legal action, suit or proceeding arising out or relating to this Agreement shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

Whenever necessary to promote arbitration or to seek judicial relief, the parties agree that any legal action, suit or proceeding arising out of or relating to this Agreement may be instituted in any competent court in Taguig City, to the exclusion of other courts of equal jurisdiction.

23. LITIGATION

23.1 Notwithstanding any other provision of this Agreement, the prevailing party in any suit or proceeding, judicial or otherwise, arising out of or by reason of this Agreement, shall be entitled to receive from the other party all reasonable expenses, costs of the suit and reasonable attorney's fees not less than 20% of the amount sought to be recovered.

24. SEPARABILITY

24.1 Should any of the terms and conditions or any part or clause of this Agreement be declared void or unenforceable by competent authority, the same shall not invalidate the other terms and conditions, parts or clauses of this Agreement, which shall continue to be in full force and effect.

25. NOTICES

25.1 Any notice or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, e-mail or facsimile to such party at the address specified below:

[Handwritten signature and illegible text on the right margin, partially obscured by a black redaction bar.]

[Redacted area at the bottom of the page, containing a blacked-out signature and illegible text.]

To the LESSOR:


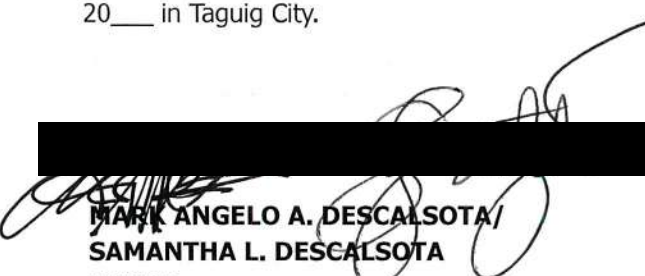
MARK ANGELO A. DESCALSOTA and SAMANTHA L. DESCALSOTA
92 Bay Hill Drive Manila Southwoods
Carmona Cavite


To the LESSEE:

JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT AUTHORITY
2/F Bonifacio Technology Center,
31st Street corner 2nd Avenue
Bonifacio Global City, Taguig City

FEB 21 2025

IN WITNESS WHEREOF, the parties hereto have hereunto signed this ____ day of _____,
20__ in Taguig City.



MARK ANGELO A. DESCALSOTA /
SAMANTHA L. DESCALSOTA
LESSOR


JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT
AUTHORITY
LESSEE

ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City **MAKATI CITY**) SS.

BEFORE ME, a Notary Public for and in Taguig City, personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE/PLACE OF ISSUE
JOSHUA M. BINGCANG	[REDACTED]	[REDACTED]
MARK ANGELO A. DESCALSOTA	[REDACTED]	[REDACTED]
SAMANTHA L. DESCALSOTA	[REDACTED]	[REDACTED]

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed confirm their own free acts and the entities they each represent.

SIGNED AND SEALED on FEB 21 2025 in MAKATI CITY, Philippines.

Doc. No. 215
Book No. 44
Page No. XV
Series of 2025.

MA. ESMERALDA R. CUNANAN
Notary Public for and in Makati City
Until December 31, 2025
Appt. No. M-013 (2024-2025) Makati City
Attorney's Roll No. 34562
JMCLE Compliance No. VIII-0009662/valid until 4-14-2028
PTR No. 10467303/1-2-2025/Makati City
IBP Lifetime Member No. 09413
3/F Bela Rosa Eapark I, Bela Rosa St.
Legaspi Village, Makati City

[REDACTED SIGNATURE]

MARK ANGELO A. DESCALSOTA AND SAMANTHA L. DESCALSOTA

92 Bay Hill Drive Manila Southwoods
Carmona, Cavite

Subject: **NOTICE OF AWARD**
Lease of Temporary Housing Facilities
of PN Senior Officers

Dear **Mr. and Mrs. Descalsota**:

We are pleased to notify you that the Contract for the lease renewal of Unit 1007 Rawai, Royal Palm, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers is hereby awarded to you with a contract price of **Forty-Four Thousand and 00/100 Pesos (Php 44,000.00) per month**, exclusive of applicable taxes and inclusive of all applicable fees related to the leased premises.

You are therefore required within ten (10) calendar days from receipt of this Notice of Award to formally enter into contract with BCDA. Failure to enter into the said contract shall constitute a sufficient ground for the cancellation of this Award.

Please indicate your concurrence by signing the Notice of Award on the space below "Conforme" and return the same upon signing.

Very truly yours,

[Redacted Signature]
JOSHUA M. BINGCANG
President and CEO

Conforme:

[Redacted Signature]
MARK ANGELO A. DESCALSOTA / SAMANTHA L. DESCALSOTA
LESSOR

Date: 07 FEBRUARY 2025



MARK ANGELO A. DESCALSOTA AND SAMANTHA L. DESCALSOTA

92 Bay Hill Drive Manila Southwoods
Carmona, Cavite

Subject: **NOTICE TO PROCEED**
Lease of Temporary Housing Facilities
of PN Senior Officers


Dear **Mr. and Mrs. Descalsota:**

In connection with the Contract for the lease renewal of Unit 1007 Rawai, Royal Palm, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers, this notice is hereby given to you to proceed with said undertaking.

Upon receipt of this notice, you shall be responsible to perform the services under the terms and conditions stated in the Contract.

Please indicate your concurrence by signing the Notice to Proceed on the space below "Conforme" and return the same upon signing.

Very truly yours,


JOSHUA M. BINGCANG
President and CEO

Conforme:


MARK ANGELO A. DESCALSOTA / SAMANTHA L. DESCALSOTA
LESSOR

Date: 21 FEBRUARY 2025

**LEASE AGREEMENT OF TEMPORARY HOUSING FACILITIES OF
PN SENIOR OFFICERS**

KNOW ALL MEN BY THESE PRESENTS:

This Lease Agreement (the "Agreement") is made and executed on _____ in Taguig City, by and between:

MONETTE A. NUQUI, Filipino, of legal age, and with postal address at 94 Kingfisher Avenue, Baybreeze Village, Hagonoy, Taguig City, Philippines, hereinafter referred to as the "LESSOR";

and

BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), hereinafter referred to as the "LESSEE"; is a government instrumentality vested with corporate powers duly organized and existing under Republic Act No. 7227 otherwise known as the Bases Conversion and Development Act of 1992, as amended by Republic Act No. 7917, with office address at 2nd Floor, Bonifacio Technology Center, 31st Street, Crescent Park West, Bonifacio Global City, Taguig, Metro Manila, represented herein by its President and Chief Executive Officer, **JOSHUA M. BINGCANG**, who is duly authorized for this purpose, as evidenced by the BCDA Manual of Approval dated 22 November 2017 hereto attached as Annex "A".

WITNESSETH: That –

WHEREAS, the LESSOR is the registered owner possessor of the Leased Premises as evidenced by the following documents attached hereto:

1. Contract to Sell for Unit 512, Lime Building, Verawood Residences (Annex "B")
2. Condominium Certificate of Title No. 164-2018010863 (Annex "C")
3. Condominium Certificate of Title No. 164-2019009606 (Annex "D")
4. Certification from Property Management Office of Verawood Residences (Annex "E")

WHEREAS, the LESSEE is desirous and agreeable to lease from the LESSOR the Leased Premises from 16 February 2025 to 15 February 2028.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations all hereunder set forth, the LESSOR hereby transfers by way of lease to the LESSEE, and the LESSEE accepts by way of lease from the LESSOR, the Leased Premises under the following terms and conditions:

1. LEASED PREMISES

1.1 The Leased Premises is/are any of the following:

- | | | | |
|-------|-----------------------------|---|--------------------------|
| 1.1.1 | Project | : | Verawood Residences |
| 1.1.2 | Building / Unit No. | : | Lime / 512 |
| 1.1.3 | Unit Area | : | 79.50 sqm., more or less |
| 1.1.4 | Building / PS No. | : | Lime / G-22 |
| 1.1.5 | Parking Slot Area | : | 12.5 sqm., more or less |
| 1.1.6 | Building / Service Area No. | : | Lime / 512 |
| 1.1.7 | Service Area Unit | : | 7.5 sqm., more or less |

1.2 The LESSOR hereby acknowledges that the LESSEE has inspected the Leased Premises and accepts the same on a "**fully furnished**" basis as indicated in the attached inventory list (Annex "F").

2. TERM

2.1 The term of the lease shall be from 16 February 2025 to 15 February 2028 which may be renewed, provided that a written notice of extension or renewal is given to the LESSOR at least forty-five (45) days prior to the expiration of the term of this Agreement. The LESSOR

and the LESSEE shall endeavor to execute a lease agreement for the renewal of the term at least one (1) month prior to the expiration of the term of this Agreement.

- 2.2 The LESSEE may pre-terminate this Agreement after two (2) years from the commencement of the lease, provided the LESSOR is informed in writing at least one (1) month prior to the desired termination date.
- 2.3 Upon the expiration of the lease period or termination due to default, the LESSOR shall exercise the rights, without the need of any judicial declaration, provided for either by law or in Section 16 of this Agreement.

3. LEASE PAYMENT

- 3.1 The monthly lease is **Forty-Seven Thousand Three Hundred and 00/100 Pesos (Php 47,300.00)**, exclusive of applicable taxes and inclusive of association dues related to the leased premises and share on association dues related to the common area. The LESSEE shall pay the monthly lease every 16th day of the month starting 16 February 2025 to 15 February 2028, without necessity of demand. Failure of the LESSEE to pay monthly lease on due date will be considered as default and will be subject to Section 15 of this Agreement. The LESSEE shall deposit the monthly lease in the LESSOR's bank account as follows:

Bank Name	BPI – Pateros
Account Name	Monette Nuqui
Type	Checking
Account No.	4150-0042-47

- 3.2 Upon signing of this Agreement, the LESSEE shall pay Security Deposit in the amount of **Ninety-Four Thousand Six Hundred and 00/100 Pesos (Php 94,600.00)** equivalent to two (2) months of the monthly lease which shall be applied in the last two (2) remaining months of the lease. The LESSOR or its authorized representative and the LESSEE shall inspect the Leased Premises on the 34th month to determine any damages.

4. ASSIGNMENT AND SUBLEASE

- 4.1 The LESSEE shall not assign or transfer its right in this Agreement or sublease or sublet all or any part of the Leased Premises and no right, title or interest thereto or therein shall be conferred to or vested on anyone, other than LESSEE, without the written consent of the LESSOR.
- 4.2 Any violation of this provision shall put the LESSEE in default.

5. SALE / TRANSFER / MORTGAGE

- 5.1 In the event of sale, transfer, mortgage, or any encumbrance of the Leased Premises or any existing sale, transfer, mortgage or any encumbrance of the same, the LESSOR shall warrant that the purchaser, mortgagee, or encumbrance shall respect all terms and conditions of this Agreement.

6. RESTRICTION ON THE USE OF LEASED PREMISES

- 6.1 The LESSEE shall use the Leased Premises exclusively for residential purposes only. The LESSEE shall not use the Leased Premises for any other purposes.
- 6.2 The guests and visitors may be allowed for visitation purposes only, in the event or occasion shall the guests or visitors be allowed to stay or be accommodated in the Leased Premises for a period not longer than three (3) days except for approved written consent from the LESSOR. All individuals who are deemed trespassing, pose any threats or violations in safety and security of the residents and premises must be immediately escorted out by the PMO security personnel of the Leased Premises.

6.3 Likewise, the LESSEE shall be bound to comply with the Master Deed with Declaration of Restrictions (for condominium corporation) or Deed of Restriction (for homeowners' association), rules, regulations and policies of either the condominium corporation or homeowners' association, as the case may be.

7. IMPROVEMENTS AND ALTERATIONS BY THE LESSEE

7.1 The LESSEE shall not make substantial structural alterations or modifications on the Leased Premises without the prior written consent of the LESSOR and if such consent is granted, shall be at the own expense of the LESSEE. However, all alterations/improvements made by the LESSEE are to its own expense, and improvements shall upon termination of this Agreement automatically inure to the benefit of the Leased Premises and become property of the LESSOR without any obligation to refund the cost to the LESSEE. The LESSEE, however, shall have the absolute right to introduce movable furniture and fixtures and improvements or other things which are not permanent in nature and to remove whichever of the said objects the LESSEE has put in or installed. However, if at the expiration of the term of this Agreement, removal of such things should cause damage or defacement to the Leased Premises, the LESSEE shall fully compensate the LESSOR for such damage.

8. SANITATION AND REPAIRS

8.1 The LESSEE shall keep the Leased Premises clean and in sanitary condition. The LESSOR shall be responsible for all major repairs on the premises caused by force majeure and ordinary wear and tear, except repairs due to the fault or negligence of the LESSEE, members of his/her household, employees, house help, or guests. Routine maintenance of the air-conditioning units shall be for the account of the LESSEE. Should either LESSOR or LESSEE fail to undertake repairs on their respective responsibilities, within a reasonable period of time or within **thirty (30) days**, after due notice, either the LESSOR or the LESSEE as the case may be, at his/her option may undertake such repairs upon proper notification to the party concerned. Upon presentation of satisfactory evidence of the reasonable costs incurred, such costs shall be reimbursed to the party concerned without undue delay.

9. PUBLIC UTILITIES, RISK OF LOSS OR DAMAGES

9.1 The LESSEE shall pay for the utilities on or before its due date which include water, electricity, telephone, cable TV, Internet and WIFI charges. Any delay in payment shall be subject to termination or unavailability of service to be facilitated by the Condominium Corporation or any Third Party Service Provider.

9.2 The LESSOR shall not be accountable or liable for any loss, injury or damages that may be suffered by the LESSEE in the Leased Premises by reason of theft, robbery, arson or other crimes. The LESSEE has no liability in case of earthquakes, flood, and malicious damages by others aside from his/her agents, employees, domestic help, or guests, which are beyond the control of the LESSEE. In case of damage to the Leased Premises, or its appurtenances by fire, earthquake, war, or any other unforeseen cause, the LESSEE shall immediately give notice thereof to the LESSOR. If the Leased Premises shall be damaged by the unforeseen causes as mentioned above without the fault or negligence of the LESSEE, or his/her agents, employees, servants, or guests, the injury or damage shall be repaired, at the expense of the LESSOR, as speedily as possible, after such notice; but if the Leased Premises be so nearly destroyed as to make it untenable, without the fault or negligence of the LESSEE, either party may demand rescission of this Agreement. All advanced rentals shall be refunded by the LESSOR to the LESSEE without necessity of demand.

9.3 The LESSOR shall not be liable nor responsible for any of the following:

9.3.1 For the presence of bugs, vermin, ants, termites, insects of any kind, if any, in the Leased Premises;

9.3.2 For the failure of the water supply, electric current, cable TV, Internet and WIFI signal;

- 9.3.3 Any injury, loss or damage which the LESSEE, family, agents, guests, or employees might sustain in the Leased Premises, unless the injury, loss or damage is caused by the agents, officers, employees or representatives of the LESSOR;
- 9.3.4 Any damage done or occasioned by, or arising from plumbing, water, and/or other pipes, or the bursting, leaking, or destruction of any pipe, tank, water closet, electrical and other service utilities; or
- 9.3.5 Any damage caused by fire, earthquake, strike, demonstration, riot, rebellion, typhoon, flood, war or other unforeseen cause or event.
- 9.4 No loss or damage in the Leased Premises shall impair the LESSEE's obligations under this Agreement.

10. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

- 10.1 The LESSEE shall comply with any and all rules, regulations and policies currently existing or which may be promulgated from time to time by the LESSOR, as well as all the House Rules and Regulation implemented by the Condominium Corporation or any rules, regulations, ordinances and laws established by all duly constituted authorities of the Municipal/City or National Government arising from or regarding the use, occupancy, sanitation and pollution of the Leased Premises.
- 10.2 The LESSEE or any members of the household or a guest or other person under the LESSEE's responsibility shall not engage in acts of violence or illegal activity, including drug-related activity, threats of violence, unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of this Agreement that otherwise jeopardizes the health, safety or welfare of the landlord and the community.
- 10.3 In the event that the LESSEE is found or known to be engaging in any criminal or illegal activity, the Condominium Corporation and its administration is hereby given full authority by the LESSOR to expel the LESSEE from the premise wherein this Agreement will be subject to pre-termination and all security deposit of the LESSEE will be forfeited by the LESSOR.

11. FIRE HAZARD AND OBNOXIOUS SUBSTANCE

- 11.1 The LESSEE shall not keep, deposit or store in the Leased Premises any obnoxious substance or inflammable material or substance that might constitute a fire hazard, or might pollute the air and water as prohibited by law, with the exception of keeping 1 LPG cylinder for cooking purposes.

12. TAXES, DUES AND ASSESSMENTS

- 12.1 Real estate taxes, withholding taxes and other government assessments on the Leased Premises shall be for the account of the LESSOR.
- 12.2 Joining fees, regular or special assessments levied by the condominium corporation shall be for the sole account of the LESSOR, the amounts of which shall be advised to the LESSOR.

13. INSURANCE

- 13.1 LESSOR may obtain such insurance policy on the Leased Premises to cover his/her respective insurable interests therein. In this regard, LESSEE shall comply with all the conditions of any insurance policy; shall not permit any article or act which will violate any term of the insurance policy from being brought or committed in the Leased Premises; shall not at any time use or allow the use of electrical systems in excess of the capacity of the existing risers, feeders, and wiring of the Leased Premises, nor use or allow the use of such electrical equipment or appliances, in the Leased Premises or the premises which may cause overloading of the electrical circuits and shall otherwise do or refrain from doing such acts so as not to endanger the safety of the Leased Premises or compromise the coverage under the insurance policies.

14. INSPECTION AND REPAIR OF PREMISES

- 14.1 During final move in date up to **fifteen (15) days** of occupancy of the unit, the LESSEE shall immediately report any issues with furniture, fixtures or appliances to the LESSOR. Otherwise if not reported on the said timeline, all other issues that warrant repair or replacement shall all be obligated to the LESSEE.
- 14.2 The LESSEE shall maintain the Leased Premises in good and tenantable condition until upon expiration of the term of this Lease Agreement. Likewise, the LESSEE shall surrender and return all the furniture and fixtures identified in the "**Inventory List**" in good condition as they were actually found at the beginning of the lease; ordinary wear and tear is expected.
- 14.3 The LESSOR or its authorized agent after giving due notice to the LESSEE shall have the right to enter the Leased Premises in the presence of LESSEE or its representative at any reasonable hour to enter and inspect the Leased Premises. The LESSEE hereby agrees to cooperate with the LESSOR in keeping the Leased Premises in good tenantable condition.
- 14.4 Upon prior notice of the LESSOR, the LESSEE at any reasonable hour shall give the right of the LESSOR to show/exhibit the Leased Premises to prospective tenants, in case the LESSEE has no more intention of renewing the lease provided that entering the Leased Premises must be in the presence of the LESSEE or its representative.

15. DEFAULT AND CONSEQUENCES OF DEFAULT

- 15.1 Non-payment of the monthly lease based on the agreed timeline, the LESSOR may declare the LESSEE in default by serving a written notice to the LESSEE. Upon the LESSEE being in default, the LESSOR shall, exercise, in addition to any other remedies as may be prescribed by law, the following rights:
- 15.1.1 To terminate this Agreement through serving a written notice to the LESSEE;
- 15.1.2 To immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises;
- 15.1.3 To demand and receive from the LESSEE payment for any and all unpaid rentals and other financial obligations stipulated in, or arising out of this Agreement;
- 15.1.4 To take possession of and sell at public or private sale any and all properties of the LESSEE found in the Leased Premises and to apply the proceeds thereof in payment of any unpaid accounts of the LESSEE;
- 15.1.5 To automatically forfeit in its favor the security deposit and remaining unused amount of rental advance referred to in Section 3.

16. TERMINATION OF LEASE

- 16.1 Upon termination or expiration of the lease for any reasons whatsoever, the LESSEE agrees and warrants to return and peacefully vacate the Leased Premises without necessity of demand. In case of the expiration of the lease period, the LESSOR shall have all the right to immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and

authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, all damages caused by such shall all be obligated to the LESSEE. Padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises.

16.2 At the termination or expiration of the lease, all keys shall be returned without need of any demand. Likewise, the LESSEE shall deliver the Leased Premises in as good and tenantable condition, in all respects, as the same now are, reasonable wear and tear excepted, devoid of all occupants, furniture, articles and effects of any kind owned by the LESSEE.

17. REPRESENTATION AND WARRANTIES

17.1 The LESSOR represents and warrants that it has good and sufficient title and interest in the Leased Premises and full authority to enter into and execute this Agreement. The LESSOR further covenants that there are no liens, encumbrances or other impediments of title covering the Leased Premises that would impede or prevent the LESSEE from enjoying his/her rights under this Agreement. The LESSOR shall indemnify and hold the LESSEE free and harmless from any and all loss, damage or liability suffered by the LESSEE in the event that this Agreement cannot be enforced due to defect in the LESSOR's title or adverse claims or restrictions thereon. In the event that the LESSEE's peaceful possession of the Leased Premises is interrupted for any reason whatsoever, the LESSOR shall refund to the LESSEE or its authorized representative the unapplied portion of the rent and the full amount of the Security Deposit (after deducting any unpaid utilities of the LESSEE), at the option of the LESSEE, to extend the lease period for such period equivalent to the disruption of the LESSEE's peaceful possession.

17.2 Both parties are qualified under local law, regulations, policies and administrative requirement to do business and to the extent required by applicable law, as may be necessary to enter into this Agreement.

18. NON-WAIVER

18.1 The failure of any party to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be constructed as a waiver or relinquishment of any right or remedy the non-defaulting may have, and shall not be a bar for any action it may take, nor shall it be construed as a waiver of any subsequent breach of default of this terms, conditions and covenants hereof, which terms, conditions and covenant shall to be in full force and effect.

18.2 Any waiver of the parties' rights hereunder can only be made in writing.

19. BINDING EFFECT

19.1 This Agreement shall be binding not only between the parties hereto but also upon their respective successors and assigns.

20. AMENDMENT

20.1 This Agreement and any of its terms, clauses and sub-clauses can only be amended, modified, waived, discharged, or terminated by written agreement between LESSOR and LESSEE.

21. GOVERNING LAW

21.1 This Agreement shall be construed under Philippine Law.

22. VENUE

22.1 If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any legal action, suit or proceeding arising out or relating to this Agreement shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

Whenever necessary to promote arbitration or to seek judicial relief, the parties agree that any legal action, suit or proceeding arising out of or relating to this Agreement may be instituted in any competent court in Taguig City, to the exclusion of other courts of equal jurisdiction.

23. LITIGATION

23.1 Notwithstanding any other provision of this Agreement, the prevailing party in any suit or proceeding, judicial or otherwise, arising out of or by reason of this Agreement, shall be entitled to receive from the other party all reasonable expenses, costs of the suit and reasonable attorney's fees not less than 20% of the amount sought to be recovered.

24. SEPARABILITY

24.1 Should any of the terms and conditions or any part or clause of this Agreement be declared void or unenforceable by competent authority, the same shall not invalidate the other terms and conditions, parts or clauses of this Agreement, which shall continue to be in full force and effect.

25. NOTICES

25.1 Any notice or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, e-mail or facsimile to such party at the address specified below:

To the LESSOR:

MONETTE A. NUQUI

94 Kingfisher Avenue, Baybreeze Village,
Hagonoy, Taguig City

To the LESSEE:

JOSHUA M. BINGCANG

President and CEO

BASES CONVERSION AND DEVELOPMENT AUTHORITY

2/F Bonifacio Technology Center,
31st Street corner 2nd Avenue
Bonifacio Global City, Taguig City

FEB 21 2025

IN WITNESS WHEREOF, the parties hereto have hereunto signed this ____ day of _____,
20__ in Taguig City.

[Redacted Signature]

MONETTE A. NUQUI
LESSOR

[Redacted Signature]

JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT
AUTHORITY
LESSEE



[Redacted Signature]

ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City) SS.

BEFORE ME, a Notary Public for and in Taguig City, personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE/PLACE OF ISSUE
JOSHUA M. BINGCANG	[REDACTED]	27 Aug 2021
MONETTE A. NUQUI	[REDACTED]	[REDACTED]

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed confirm their own free acts and the entities they each represent.

SIGNED AND SEALED on FEB 21 2025 in Taguig City, Philippines.

MIA. ESMERALDA R. CUNANAN
Notary Public for and in Makati City
Until December 31, 2025
Appt. No. M-013 (2024-2025) Makati City
Attorney's Roll No. 34862
MCLE Compliance No. VIII-0009662/valid until 4-14-2028
PTR No. 10467303/1-2-2025/Makati City
IBP Lifetime Member No. 09413
G/F Dela Rosa Carpark I, Dela Rosa St.
Lagospi Village, Makati City

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Book No. 44
Page No. XV
Series of 2025



MONETTE A. NUQUI

94 Kingfisher Avenue, Baybreeze Village,
Hagonoy, Taguig City

Subject: **NOTICE OF AWARD**

Lease of Temporary Housing Facilities
of PN Senior Officers


Dear **Ms. Nuqui**:

We are pleased to notify you that the Contract for the lease renewal of Unit 512 Lime, Verawood, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers is hereby awarded to you with a contract price of **Forty-Seven Thousand Three Hundred and 00/100 Pesos (47,300.00) per month**, exclusive of applicable taxes and inclusive of all applicable fees related to the leased premises.

You are therefore required within ten (10) calendar days from receipt of this Notice of Award to formally enter into contract with BCDA. Failure to enter into the said contract shall constitute a sufficient ground for the cancellation of this Award.

Please indicate your concurrence by signing the Notice of Award on the space below "Conforme" and return the same upon signing.

Very truly yours,


JOSHUA M. BINGCANG
President and CEO

Conforme:



MONETTE A. NUQUI
LESSOR

Date: 07 FEBRUARY 2025



MONETTE A. NUQUI

94 Kingfisher Avenue, Baybreeze Village,
Hagonoy, Taguig City

Subject: **NOTICE TO PROCEED**
Lease of Temporary Housing Facilities
of PN Senior Officers


Dear **Ms. Nuqui**:

In connection with the Contract for the lease renewal of Unit 512 Lime, Verawood, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers, this notice is hereby given to you to proceed with said undertaking.

Upon receipt of this notice, you shall be responsible to perform the services under the terms and conditions stated in the Contract.

Please indicate your concurrence by signing the Notice to Proceed on the space below "Conforme" and return the same upon signing.

Very truly yours,


JOSHUA M. BINGCANG
President and CEO

Conforme:


MONETTE A. NUQUI
LESSOR

Date: 21 FEBRUARY 2025

**LEASE AGREEMENT OF TEMPORARY HOUSING FACILITIES OF
PN SENIOR OFFICERS**

KNOW ALL MEN BY THESE PRESENTS:

This Lease Agreement (the "Agreement") is made and executed on _____ in Taguig City, by and between:

ROLANDO M. VERZOSA AND FLORDELIZA B. VERZOSA, Filipino, of legal age, and with postal address at 56 Margarita St., Magallanes Village, Makati City, Philippines, hereinafter referred to as the "LESSOR";

and

BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), hereinafter referred to as the "LESSEE"; is a government instrumentality vested with corporate powers duly organized and existing under Republic Act No. 7227 otherwise known as the Bases Conversion and Development Act of 1992, as amended by Republic Act No. 7917, with office address at 2nd Floor, Bonifacio Technology Center, 31st Street, Crescent Park West, Bonifacio Global City, Taguig, Metro Manila, represented herein by its President and Chief Executive Officer, **JOSHUA M. BINGCANG**, who is duly authorized for this purpose, as evidenced by the BCDA Manual of Approval dated 22 November 2017 hereto attached as Annex "A".

WITNESSETH: That –

WHEREAS, the LESSOR is the registered owner possessor of the Leased Premises as evidenced by the following documents attached hereto:

1. Condominium Certificate of Title No. 164-2014006709 (Annex "B")
2. Condominium Certificate of Title No. 164-2015008684 (Annex "C")
3. Condominium Certificate of Title No. 164-2014006990 (Annex "D")
4. Certification from Project Management Office of Royal Palm Residences (Annex "E")

WHEREAS, the LESSEE is desirous and agreeable to lease from the LESSOR the Leased Premises from 16 February 2025 to 15 February 2028.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations all hereunder set forth, the LESSOR hereby transfers by way of lease to the LESSEE, and the LESSEE accepts by way of lease from the LESSOR, the Leased Premises under the following terms and conditions:

1. LEASED PREMISES

1.1 The Leased Premises is/are any of the following:

- | | | | |
|-------|-----------------------------------|---|-------------------------|
| 1.1.1 | Project | : | Royal Palm Residences |
| 1.1.2 | Building / Unit No. | : | RAWAI / 1205 |
| 1.1.3 | Unit Area (including drying area) | : | 90 sqm., more or less |
| 1.1.4 | Building / PS No. | : | RAWAI / 104 |
| 1.1.5 | Parking Slot Area | : | 12.5 sqm., more or less |
| 1.1.6 | Building / Service Area No. | : | RAWAI / 132 |
| 1.1.7 | Service Area Unit | : | 3 sqm., more or less |

1.2 The LESSOR hereby acknowledges that the LESSEE has inspected the Leased Premises and accepts the same on a "**fully furnished**" basis as indicated in the attached inventory list (Annex "F").

2. TERM

2.1 The term of the lease shall be from 16 February 2025 to 15 February 2028 which may be renewed, provided that a written notice of extension or renewal is given to the LESSOR at least forty-five (45) days prior to the expiration of the term of this Agreement. The LESSOR

and the LESSEE shall endeavor to execute a lease agreement for the renewal of the term at least one (1) month prior to the expiration of the term of this Agreement.

- 2.2 The LESSEE may pre-terminate this Agreement after two (2) years from the commencement of the lease, provided the LESSOR is informed in writing at least one (1) month prior to the desired termination date.
- 2.3 Upon the expiration of the lease period or termination due to default, the LESSOR shall exercise the rights, without the need of any judicial declaration, provided for either by law or in Section 16 of this Agreement.

3. LEASE PAYMENT

- 3.1 The monthly lease is **Forty-Seven Thousand Three Hundred and 00/100 Pesos (Php 47,300.00)**, exclusive of applicable taxes and inclusive of association dues related to the leased premises and share on association dues related to the common area. The LESSEE shall pay the monthly lease every 16th day of the month starting 16 February 2025 to 15 February 2028, without necessity of demand. Failure of the LESSEE to pay monthly lease on due date will be considered as default and will be subject to Section 15 of this Agreement. The LESSEE shall deposit the monthly lease in the LESSOR's bank account as follows:

Bank Name	BDO – Magallanes Branch
Account Name	Flordeliza Verzosa <i>[Signature]</i>
Type	Current Account
Account No.	002028011318

- 3.2 Upon signing of this Agreement, the LESSEE shall pay Security Deposit in the amount of **Ninety-Four Thousand Six Hundred and 00/100 Pesos (Php 94,600.00)** equivalent to two (2) months of the monthly lease which shall be applied in the last two (2) remaining months of the lease. The LESSOR or its authorized representative and the LESSEE shall inspect the Leased Premises on the 34th month to determine any damages.

4. ASSIGNMENT AND SUBLEASE

- 4.1 The LESSEE shall not assign or transfer its right in this Agreement or sublease or sublet all or any part of the Leased Premises and no right, title or interest thereto or therein shall be conferred to or vested on anyone, other than LESSEE, without the written consent of the LESSOR.
- 4.2 Any violation of this provision shall put the LESSEE in default.

5. SALE / TRANSFER / MORTGAGE

- 5.1 In the event of sale, transfer, mortgage, or any encumbrance of the Leased Premises or any existing sale, transfer, mortgage or any encumbrance of the same, the LESSOR shall warrant that the purchaser, mortgagee, or encumbrance shall respect all terms and conditions of this Agreement.

6. RESTRICTION ON THE USE OF LEASED PREMISES

- 6.1 The LESSEE shall use the Leased Premises exclusively for residential purposes only. The LESSEE shall not use the Leased Premises for any other purposes.
- 6.2 The guests and visitors may be allowed for visitation purposes only, in the event or occasion shall the guests or visitors be allowed to stay or be accommodated in the Leased Premises for a period not longer than three (3) days except for approved written consent from the LESSOR. All individuals who are deemed trespassing, pose any threats or violations in safety and security of the residents and premises must be immediately escorted out by the PMO security personnel of the Leased Premises.

[Handwritten signature]
[Redacted]

[Handwritten signature]
[Redacted]

6.3 Likewise, the LESSEE shall be bound to comply with the Master Deed with Declaration of Restrictions (for condominium corporation) or Deed of Restriction (for homeowners' association), rules, regulations and policies of either the condominium corporation or homeowners' association, as the case may be.

7. IMPROVEMENTS AND ALTERATIONS BY THE LESSEE

7.1 The LESSEE shall not make substantial structural alterations or modifications on the Leased Premises without the prior written consent of the LESSOR and if such consent is granted, shall be at the own expense of the LESSEE. However, all alterations/improvements made by the LESSEE are to its own expense, and improvements shall upon termination of this Agreement automatically inure to the benefit of the Leased Premises and become property of the LESSOR without any obligation to refund the cost to the LESSEE. The LESSEE, however, shall have the absolute right to introduce movable furniture and fixtures and improvements or other things which are not permanent in nature and to remove whichever of the said objects the LESSEE has put in or installed. However, if at the expiration of the term of this Agreement, removal of such things should cause damage or defacement to the Leased Premises, the LESSEE shall fully compensate the LESSOR for such damage.

8. SANITATION AND REPAIRS

8.1 The LESSEE shall keep the Leased Premises clean and in sanitary condition. The LESSOR shall be responsible for all major repairs on the premises caused by force majeure and ordinary wear and tear, except repairs due to the fault or negligence of the LESSEE, members of his/her household, employees, house help, or guests. Routine maintenance of the air-conditioning units shall be for the account of the LESSEE. Should either LESSOR or LESSEE fail to undertake repairs on their respective responsibilities, within a reasonable period of time or within **thirty (30) days**, after due notice, either the LESSOR or the LESSEE as the case may be, at his/her option may undertake such repairs upon proper notification to the party concerned. Upon presentation of satisfactory evidence of the reasonable costs incurred, such costs shall be reimbursed to the party concerned without undue delay.

9. PUBLIC UTILITIES, RISK OF LOSS OR DAMAGES

9.1 The LESSEE shall pay for the utilities on or before its due date which include water, electricity, telephone, cable TV, Internet and WIFI charges. Any delay in payment shall be subject to termination or unavailability of service to be facilitated by the Condominium Corporation or any Third Party Service Provider.

9.2 The LESSOR shall not be accountable or liable for any loss, injury or damages that may be suffered by the LESSEE in the Leased Premises by reason of theft, robbery, arson or other crimes. The LESSEE has no liability in case of earthquakes, flood, and malicious damages by others aside from his/her agents, employees, domestic help, or guests, which are beyond the control of the LESSEE. In case of damage to the Leased Premises, or its appurtenances by fire, earthquake, war, or any other unforeseen cause, the LESSEE shall immediately give notice thereof to the LESSOR. If the Leased Premises shall be damaged by the unforeseen causes as mentioned above without the fault or negligence of the LESSEE, or his/her agents, employees, servants, or guests, the injury or damage shall be repaired, at the expense of the LESSOR, as speedily as possible, after such notice; but if the Leased Premises be so nearly destroyed as to make it untenable, without the fault or negligence of the LESSEE, either party may demand rescission of this Agreement. All advanced rentals shall be refunded by the LESSOR to the LESSEE without necessity of demand.

9.3 The LESSOR shall not be liable nor responsible for any of the following:

9.3.1 For the presence of bugs, vermin, ants, termites, insects of any kind, if any, in the Leased Premises;

9.3.2 For the failure of the water supply, electric current, cable TV, Internet and WIFI signal;

9.3.3 Any injury, loss or damage which the LESSEE, family, agents, guests, or employees might sustain in the Leased Premises, unless the injury, loss or damage is caused by the agents, officers, employees or representatives of the LESSOR;

9.3.4 Any damage done or occasioned by, or arising from plumbing, water, and/or other pipes, or the bursting, leaking, or destruction of any pipe, tank, water closet, electrical and other service utilities; or

9.3.5 Any damage caused by fire, earthquake, strike, demonstration, riot, rebellion, typhoon, flood, war or other unforeseen cause or event.

9.4 No loss or damage in the Leased Premises shall impair the LESSEE's obligations under this Agreement.

10. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

10.1 The LESSEE shall comply with any and all rules, regulations and policies currently existing or which may be promulgated from time to time by the LESSOR, as well as all the House Rules and Regulation implemented by the Condominium Corporation or any rules, regulations, ordinances and laws established by all duly constituted authorities of the Municipal/City or National Government arising from or regarding the use, occupancy, sanitation and pollution of the Leased Premises.

10.2 The LESSEE or any members of the household or a guest or other person under the LESSEE's responsibility shall not engage in acts of violence or illegal activity, including drug-related activity, threats of violence, unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of this Agreement that otherwise jeopardizes the health, safety or welfare of the landlord and the community.

10.3 In the event that the LESSEE is found or known to be engaging in any criminal or illegal activity, the Condominium Corporation and its administration is hereby given full authority by the LESSOR to expel the LESSEE from the premise wherein this Agreement will be subject to pre-termination and all security deposit of the LESSEE will be forfeited by the LESSOR.

11. FIRE HAZARD AND OBNOXIOUS SUBSTANCE

11.1 The LESSEE shall not keep, deposit or store in the Leased Premises any obnoxious substance or inflammable material or substance that might constitute a fire hazard, or might pollute the air and water as prohibited by law, with the exception of keeping 1 LPG cylinder for cooking purposes.

12. TAXES, DUES AND ASSESSMENTS

12.1 Real estate taxes, withholding taxes and other government assessments on the Leased Premises shall be for the account of the LESSOR.

12.2 Joining fees, regular or special assessments levied by the condominium corporation shall be for the sole account of the LESSOR, the amounts of which shall be advised to the LESSOR.

13. INSURANCE

13.1 LESSOR may obtain such insurance policy on the Leased Premises to cover his/her respective insurable interests therein. In this regard, LESSEE shall comply with all the conditions of any insurance policy; shall not permit any article or act which will violate any term of the insurance policy from being brought or committed in the Leased Premises; shall not at any time use or allow the use of electrical systems in excess of the capacity of the existing risers, feeders, and wiring of the Leased Premises, nor use or allow the use of such electrical equipment or appliances, in the Leased Premises or the premises which may cause overloading of the electrical circuits and shall otherwise do or refrain from doing such acts so as not to endanger the safety of the Leased Premises or compromise the coverage under the insurance policies.

14. INSPECTION AND REPAIR OF PREMISES

- 14.1 During final move in date up to **fifteen (15) days** of occupancy of the unit, the LESSEE shall immediately report any issues with furniture, fixtures or appliances to the LESSOR. Otherwise if not reported on the said timeline, all other issues that warrant repair or replacement shall all be obligated to the LESSEE.
- 14.2 The LESSEE shall maintain the Leased Premises in good and tenantable condition until upon expiration of the term of this Lease Agreement. Likewise, the LESSEE shall surrender and return all the furniture and fixtures identified in the "**Inventory List**" in good condition as they were actually found at the beginning of the lease; ordinary wear and tear is expected.
- 14.3 The LESSOR or its authorized agent after giving due notice to the LESSEE shall have the right to enter the Leased Premises in the presence of LESSEE or its representative at any reasonable hour to enter and inspect the Leased Premises. The LESSEE hereby agrees to cooperate with the LESSOR in keeping the Leased Premises in good tenantable condition.
- 14.4 Upon prior notice of the LESSOR, the LESSEE at any reasonable hour shall give the right of the LESSOR to show/exhibit the Leased Premises to prospective tenants, in case the LESSEE has no more intention of renewing the lease provided that entering the Leased Premises must be in the presence of the LESSEE or its representative.

15. DEFAULT AND CONSEQUENCES OF DEFAULT

- 15.1 Non-payment of the monthly lease based on the agreed timeline, the LESSOR may declare the LESSEE in default by serving a written notice to the LESSEE. Upon the LESSEE being in default, the LESSOR shall, exercise, in addition to any other remedies as may be prescribed by law, the following rights:
- 15.1.1 To terminate this Agreement through serving a written notice to the LESSEE;
- 15.1.2 To immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises;
- 15.1.3 To demand and receive from the LESSEE payment for any and all unpaid rentals and other financial obligations stipulated in, or arising out of this Agreement;
- 15.1.4 To take possession of and sell at public or private sale any and all properties of the LESSEE found in the Leased Premises and to apply the proceeds thereof in payment of any unpaid accounts of the LESSEE;
- 15.1.5 To automatically forfeit in its favor the security deposit and remaining unused amount of rental advance referred to in Section 3.

16. TERMINATION OF LEASE

- 16.1 Upon termination or expiration of the lease for any reasons whatsoever, the LESSEE agrees and warrants to return and peacefully vacate the Leased Premises without necessity of demand. In case of the expiration of the lease period, the LESSOR shall have all the right to immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises

in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, all damages caused by such shall all be obligated to the LESSEE. Padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises.

16.2 At the termination or expiration of the lease, all keys shall be returned without need of any demand. Likewise, the LESSEE shall deliver the Leased Premises in as good and tenantable condition, in all respects, as the same now are, reasonable wear and tear excepted, devoid of all occupants, furniture, articles and effects of any kind owned by the LESSEE.

17. REPRESENTATION AND WARRANTIES

17.1 The LESSOR represents and warrants that it has good and sufficient title and interest in the Leased Premises and full authority to enter into and execute this Agreement. The LESSOR further covenants that there are no liens, encumbrances or other impediments of title covering the Leased Premises that would impede or prevent the LESSEE from enjoying his/her rights under this Agreement. The LESSOR shall indemnify and hold the LESSEE free and harmless from any and all loss, damage or liability suffered by the LESSEE in the event that this Agreement cannot be enforced due to defect in the LESSOR's title or adverse claims or restrictions thereon. In the event that the LESSEE's peaceful possession of the Leased Premises is interrupted for any reason whatsoever, the LESSOR shall refund to the LESSEE or its authorized representative the unapplied portion of the rent and the full amount of the Security Deposit (after deducting any unpaid utilities of the LESSEE), at the option of the LESSEE, to extend the lease period for such period equivalent to the disruption of the LESSEE's peaceful possession.

17.2 Both parties are qualified under local law, regulations, policies and administrative requirement to do business and to the extent required by applicable law, as may be necessary to enter into this Agreement.

18. NON-WAIVER

18.1 The failure of any party to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be construed as a waiver or relinquishment of any right or remedy the non-defaulting may have, and shall not be a bar for any action it may take, nor shall it be construed as a waiver of any subsequent breach of default of this terms, conditions and covenants hereof, which terms, conditions and covenant shall to be in full force and effect.

18.2 Any waiver of the parties' rights hereunder can only be made in writing.

19. BINDING EFFECT

19.1 This Agreement shall be binding not only between the parties hereto but also upon their respective successors and assigns.

20. AMENDMENT

20.1 This Agreement and any of its terms, clauses and sub-clauses can only be amended, modified, waived, discharged, or terminated by written agreement between LESSOR and LESSEE.

21. GOVERNING LAW

21.1 This Agreement shall be construed under Philippine Law.

22. VENUE

22.1 If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any legal action, suit or proceeding arising out or relating to this Agreement shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

Whenever necessary to promote arbitration or to seek judicial relief, the parties agree that any legal action, suit or proceeding arising out of or relating to this Agreement may be instituted in any competent court in Taguig City, to the exclusion of other courts of equal jurisdiction.

23. LITIGATION

23.1 Notwithstanding any other provision of this Agreement, the prevailing party in any suit or proceeding, judicial or otherwise, arising out of or by reason of this Agreement, shall be entitled to receive from the other party all reasonable expenses, costs of the suit and reasonable attorney's fees not less than 20% of the amount sought to be recovered.

24. SEPARABILITY

24.1 Should any of the terms and conditions or any part or clause of this Agreement be declared void or unenforceable by competent authority, the same shall not invalidate the other terms and conditions, parts or clauses of this Agreement, which shall continue to be in full force and effect.

25. NOTICES

25.1 Any notice or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, e-mail or facsimile to such party at the address specified below:

[Handwritten signatures and redacted areas]

To the LESSOR:

ROLANDO M. VERZOSA AND FLORDELIZA B. VERZOSA
56 Margarita St.
Magallanes Village, Makati City

To the LESSEE:

JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT AUTHORITY
2/F Bonifacio Technology Center,
31st Street corner 2nd Avenue
Bonifacio Global City, Taguig City

FEB 21 2025

IN WITNESS WHEREOF, the parties hereto have hereunto signed this ____ day of _____,
20__ in Taguig City.

**ROLANDO M. VERZOSA/
FLORDELIZA B. VERZOSA**
LESSOR

JOSHUA M. BINGCANG
President and CEO
**BASES CONVERSION AND DEVELOPMENT
AUTHORITY**
LESSEE



Engineering & Social Support Department



DE2025-0191

ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City **MAKATI CITY**) SS.

BEFORE ME, a Notary Public for and in Taguig City, personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE/PLACE OF ISSUE
JOSHUA M. BINGCANG	[REDACTED]	21/ es
ROLANDO M. VERZOSA	[REDACTED]	19/ a
FLORDELIZA B. VERZOSA	D [REDACTED]	

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed confirm their own free acts and the entities they each represent.

SIGNED AND SEALED on FEB 21 2025 **MAKATI CITY** in Taguig City, Philippines.

Doc. No. 216
Book No. 45
Page No. XV
Series of 2025.

MA. ESMERALDA R. CUNANAN
Notary Public for and in Makati City
Until December 31, 2025
App. No. M-015 (2024-2025) Makati City
Attorney's Roll No. 34562
MCLE Compliance No. VIII-0000662/valid until 4-14-2028
PTR No. 10467303/1-2-2025/Makati City
IBP Lifetime Member No. 05413
3/F Dela Rosa Carpark I, Dela Rosa St.
Legaspi Village, Makati City



ROLANDO M. VERZOSA AND FLORDELIZA B. VERZOSA

56 Margarita St., Magallanes Village,
Makati City

Subject: **NOTICE OF AWARD**
Lease of Temporary Housing Facilities
of PN Senior Officers


Dear **Mr. and Mrs. Verzosa**:

We are pleased to notify you that the Contract for the lease renewal of Unit 1205 Rawai , Royal Palm Residences, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers is hereby awarded to you with a contract price of **Forty-Seven Thousand Three Hundred and 00/100 Pesos (Php 47,300.00) per month**, exclusive of applicable taxes and inclusive of all applicable fees related to the leased premises.

You are therefore required within ten (10) calendar days from receipt of this Notice of Award to formally enter into contract with BCDA. Failure to enter into the said contract shall constitute a sufficient ground for the cancellation of this Award.

Please indicate your concurrence by signing the Notice of Award on the space below "Conforme" and return the same upon signing.

Very truly yours,


JOSHUA M. BINGCANG
President and CEO

Conforme:


ROLANDO M. VERZOSA / FLORDELIZA B. VERZOSA
LESSOR

Date: 07 FEBRUARY 2025



ROLANDO M. VERZOSA AND FLODELIZA VERZOSA

56 Margarita St., Magallanes Village,
Makati City

Subject: **NOTICE TO PROCEED**
Lease of Temporary Housing Facilities
of PN Senior Officers

Dear **Mr. and Mrs. Verzosa:**

In connection with the Contract for the lease renewal of Unit 1205 Rawai, Royal Palm Residences, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers, this notice is hereby given to you to proceed with said undertaking.

Upon receipt of this notice, you shall be responsible to perform the services under the terms and conditions stated in the Contract.

Please indicate your concurrence by signing the Notice to Proceed on the space below "Conforme" and return the same upon signing.

Very truly yours,

[Redacted Signature]

JOSHUA M. BINGCANG
President and CEO

Conforme:

[Redacted Signature]

ROLANDO M. VERZOSA / FLODELIZA B. VERZOSA
LESSOR

Date: 21 FEBRUARY 2025

**LEASE AGREEMENT FOR TEMPORARY HOUSING FACILITIES OF
PN SENIOR OFFICERS**

KNOW ALL MEN BY THESE PRESENTS:

This Lease Agreement (the "Agreement") is made and executed on _____ in Taguig City, by and between:

JUANITA DELA CRUZ, Filipino, of legal age, and with postal address at Lot 72 Blk 251 Gladiola St., Barangay Rizal, Makati City, Philippines, hereinafter referred to as the "LESSOR";

and

BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), hereinafter referred to as the "LESSEE"; is a government instrumentality vested with corporate powers duly organized and existing under Republic Act No. 7227 otherwise known as the Bases Conversion and Development Act of 1992, as amended by Republic Act No. 7917, with office address at 2nd Floor, Bonifacio Technology Center, 31st Street, Crescent Park West, Bonifacio Global City, Taguig, Metro Manila, represented herein by its President and Chief Executive Officer, **JOSHUA M. BINGCANG**, who is duly authorized for this purpose, as evidenced by the BCDA Manual of Approval dated 22 November 2017 hereto attached as Annex "A".

WITNESSETH: That –

WHEREAS, the LESSOR is the registered owner possessor of the Leased Premises as evidenced by the following documents attached hereto:

1. Condominium Certificate of Title No. 164-2011004371 (Annex "B")
2. Condominium Certificate of Title No. 164-2011004372 (Annex "C")
3. Certification from Project Management Office of Rosewood Pointe (Annex "D")

WHEREAS, the LESSEE is desirous and agreeable to lease from the LESSOR the Leased Premises from 16 February 2025 to 15 February 2028.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations all hereunder set forth, the LESSOR hereby transfers by way of lease to the LESSEE, and the LESSEE accepts by way of lease from the LESSOR, the Leased Premises under the following terms and conditions:

1. LEASED PREMISES

1.1 The Leased Premises is/are any of the following:

- | | | | |
|-------|-----------------------------|---|--------------------------|
| 1.1.1 | Project | : | Rosewood Pointe |
| 1.1.2 | Building / Unit No. | : | Jade / 2001 |
| 1.1.3 | Unit Area | : | 71.50 sqm., more or less |
| 1.1.4 | Building / Service Area No. | : | Jade / 150 |
| 1.1.5 | Service Area Unit | : | 4.5 sqm., more or less |

1.2 The LESSOR hereby acknowledges that the LESSEE has inspected the Leased Premises and accepts the same on a "**Un-furnished**" basis as indicated in the attached inventory list (Annex "E").

2. TERM

2.1 The term of the lease shall be from 16 February 2025 to 15 February 2028 which may be renewed, provided that a written notice of extension or renewal is given to the LESSOR at least forty-five (45) days prior to the expiration of the term of this Agreement. The LESSOR and the LESSEE shall endeavor to execute a lease agreement for the renewal of the term at least one (1) month prior to the expiration of the term of this Agreement.



Engineering & Social Support Department



DE2025-0188

2.2 The LESSEE may pre-terminate this Agreement after two (2) years from the commencement of the lease, provided the LESSOR is informed in writing at least one (1) month prior to the desired termination date.

2.3 Upon the expiration of the lease period or termination due to default, the LESSOR shall exercise the rights, without the need of any judicial declaration, provided for either by law or in Section 16 of this Agreement.

3. LEASE PAYMENT

3.1 The monthly lease is **Thirty-Three Thousand and 00/100 Pesos (Php 33,000.00)**, exclusive of applicable taxes and inclusive of association dues related to the leased premises and share on association dues related to the common area. The LESSEE shall pay the monthly lease every 16th day of the month starting 16 February 2025 to 15 February 2028, without necessity of demand. Failure of the LESSEE to pay monthly lease on due date will be considered as default and will be subject to Section 15 of this Agreement. The LESSEE shall deposit the monthly lease in the LESSOR's bank account as follows:

Bank Name	Security Bank – Market Market
Account Name	Juanita Dela Cruz
Type	Savings
Account No.	0000016640556

3.2 Upon signing of this Agreement, the LESSEE shall pay Security Deposit in the amount of **Sixty-Six Thousand and 00/100 Pesos (Php 66,000.00)** equivalent to two (2) months of the monthly lease which shall be applied in the last two (2) remaining months of the lease. The LESSOR or its authorized representative and the LESSEE shall inspect the Leased Premises on the 34th month to determine any damages.

4. ASSIGNMENT AND SUBLEASE

4.1 The LESSEE shall not assign or transfer its right in this Agreement or sublease or sublet all or any part of the Leased Premises and no right, title or interest thereto or therein shall be conferred to or vested on anyone, other than LESSEE, without the written consent of the LESSOR.

4.2 Any violation of this provision shall put the LESSEE in default.

5. SALE / TRANSFER / MORTGAGE

5.1 In the event of sale, transfer, mortgage, or any encumbrance of the Leased Premises or any existing sale, transfer, mortgage or any encumbrance of the same, the LESSOR shall warrant that the purchaser, mortgagee, or encumbrance shall respect all terms and conditions of this Agreement.

6. RESTRICTION ON THE USE OF LEASED PREMISES

6.1 The LESSEE shall use the Leased Premises exclusively for residential purposes only. The LESSEE shall not use the Leased Premises for any other purposes.

6.2 The guests and visitors may be allowed for visitation purposes only, in the event or occasion shall the guests or visitors be allowed to stay or be accommodated in the Leased Premises for a period not longer than three (3) days except for approved written consent from the LESSOR. All individuals who are deemed trespassing, pose any threats or violations in safety and security of the residents and premises must be immediately escorted out by the PMO security personnel of the Leased Premises.

6.3 Likewise, the LESSEE shall be bound to comply with the Master Deed with Declaration of Restrictions (for condominium corporation) or Deed of Restriction (for homeowners' association), rules, regulations and policies of either the condominium corporation or homeowners' association, as the case may be.

7. IMPROVEMENTS AND ALTERATIONS BY THE LESSEE

7.1 The LESSEE shall not make substantial structural alterations or modifications on the Leased Premises without the prior written consent of the LESSOR and if such consent is granted, shall be at the own expense of the LESSEE. However, all alterations/improvements made by the LESSEE are to its own expense, and improvements shall upon termination of this Agreement automatically inure to the benefit of the Leased Premises and become property of the LESSOR without any obligation to refund the cost to the LESSEE. The LESSEE, however, shall have the absolute right to introduce movable furniture and fixtures and improvements or other things which are not permanent in nature and to remove whichever of the said objects the LESSEE has put in or installed. However, if at the expiration of the term of this Agreement, removal of such things should cause damage or defacement to the Leased Premises, the LESSEE shall fully compensate the LESSOR for such damage.

8. SANITATION AND REPAIRS

8.1 The LESSEE shall keep the Leased Premises clean and in sanitary condition. The LESSOR shall be responsible for all major repairs on the premises caused by force majeure and ordinary wear and tear, except repairs due to the fault or negligence of the LESSEE, members of his/her household, employees, house help, or guests. Routine maintenance of the air-conditioning units shall be for the account of the LESSEE. Should either LESSOR or LESSEE fail to undertake repairs on their respective responsibilities, within a reasonable period of time or within **thirty (30) days**, after due notice, either the LESSOR or the LESSEE as the case may be, at his/her option may undertake such repairs upon proper notification to the party concerned. Upon presentation of satisfactory evidence of the reasonable costs incurred, such costs shall be reimbursed to the party concerned without undue delay.

9. PUBLIC UTILITIES, RISK OF LOSS OR DAMAGES

9.1 The LESSEE shall pay for the utilities on or before its due date which include water, electricity, telephone, cable TV, Internet and WIFI charges. Any delay in payment shall be subject to termination or unavailability of service to be facilitated by the Condominium Corporation or any Third Party Service Provider.

9.2 The LESSOR shall not be accountable or liable for any loss, injury or damages that may be suffered by the LESSEE in the Leased Premises by reason of theft, robbery, arson or other crimes. The LESSEE has no liability in case of earthquakes, flood, and malicious damages by others aside from his/her agents, employees, domestic help, or guests, which are beyond the control of the LESSEE. In case of damage to the Leased Premises, or its appurtenances by fire, earthquake, war, or any other unforeseen cause, the LESSEE shall immediately give notice thereof to the LESSOR. If the Leased Premises shall be damaged by the unforeseen causes as mentioned above without the fault or negligence of the LESSEE, or his/her agents, employees, servants, or guests, the injury or damage shall be repaired, at the expense of the LESSOR, as speedily as possible, after such notice; but if the Leased Premises be so nearly destroyed as to make it untenable, without the fault or negligence of the LESSEE, either party may demand rescission of this Agreement. All advanced rentals shall be refunded by the LESSOR to the LESSEE without necessity of demand.

9.3 The LESSOR shall not be liable nor responsible for any of the following:

9.3.1 For the presence of bugs, vermin, ants, termites, insects of any kind, if any, in the Leased Premises;

9.3.2 For the failure of the water supply, electric current, cable TV, Internet and WIFI signal;

9.3.3 Any injury, loss or damage which the LESSEE, family, agents, guests, or employees might sustain in the Leased Premises, unless the injury, loss or damage is caused by the agents, officers, employees or representatives of the LESSOR;

9.3.4 Any damage done or occasioned by, or arising from plumbing, water, and/or other pipes, or the bursting, leaking, or destruction of any pipe, tank, water closet, electrical and other service utilities; or

9.3.5 Any damage caused by fire, earthquake, strike, demonstration, riot, rebellion, typhoon, flood, war or other unforeseen cause or event.

9.4 No loss or damage in the Leased Premises shall impair the LESSEE's obligations under this Agreement.

10. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

10.1 The LESSEE shall comply with any and all rules, regulations and policies currently existing or which may be promulgated from time to time by the LESSOR, as well as all the House Rules and Regulation implemented by the Condominium Corporation or any rules, regulations, ordinances and laws established by all duly constituted authorities of the Municipal/City or National Government arising from or regarding the use, occupancy, sanitation and pollution of the Leased Premises.

10.2 The LESSEE or any members of the household or a guest or other person under the LESSEE's responsibility shall not engage in acts of violence or illegal activity, including drug-related activity, threats of violence, unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of this Agreement that otherwise jeopardizes the health, safety or welfare of the landlord and the community.

10.3 In the event that the LESSEE is found or known to be engaging in any criminal or illegal activity, the Condominium Corporation and its administration is hereby given full authority by the LESSOR to expel the LESSEE from the premise wherein this Agreement will be subject to pre-termination and all security deposit of the LESSEE will be forfeited by the LESSOR.

11. FIRE HAZARD AND OBNOXIOUS SUBSTANCE

11.1 The LESSEE shall not keep, deposit or store in the Leased Premises any obnoxious substance or inflammable material or substance that might constitute a fire hazard, or might pollute the air and water as prohibited by law, with the exception of keeping 1 LPG cylinder for cooking purposes.

12. TAXES, DUES AND ASSESSMENTS

12.1 Real estate taxes, withholding taxes and other government assessments on the Leased Premises shall be for the account of the LESSOR.

12.2 Joining fees, regular or special assessments levied by the condominium corporation shall be for the sole account of the LESSOR, the amounts of which shall be advised to the LESSOR.

13. INSURANCE

13.1 LESSOR may obtain such insurance policy on the Leased Premises to cover his/her respective insurable interests therein. In this regard, LESSEE shall comply with all the conditions of any insurance policy; shall not permit any article or act which will violate any term of the insurance policy from being brought or committed in the Leased Premises; shall not at any time use or allow the use of electrical systems in excess of the capacity of the existing risers, feeders, and wiring of the Leased Premises, nor use or allow the use of such electrical equipment or appliances, in the Leased Premises or the premises which may cause overloading of the electrical circuits and shall otherwise do or refrain from doing such acts so as not to endanger the safety of the Leased Premises or compromise the coverage under the insurance policies.

14. INSPECTION AND REPAIR OF PREMISES

- 14.1 During final move in date up to **fifteen (15) days** of occupancy of the unit, the LESSEE shall immediately report any issues with furniture, fixtures or appliances to the LESSOR. Otherwise if not reported on the said timeline, all other issues that warrant repair or replacement shall all be obligated to the LESSEE.
- 14.2 The LESSEE shall maintain the Leased Premises in good and tenantable condition until upon expiration of the term of this Lease Agreement. Likewise, the LESSEE shall surrender and return all the furniture and fixtures identified in the "**Inventory List**" in good condition as they were actually found at the beginning of the lease; ordinary wear and tear is expected.
- 14.3 The LESSOR or its authorized agent after giving due notice to the LESSEE shall have the right to enter the Leased Premises in the presence of LESSEE or its representative at any reasonable hour to enter and inspect the Leased Premises. The LESSEE hereby agrees to cooperate with the LESSOR in keeping the Leased Premises in good tenantable condition.
- 14.4 Upon prior notice of the LESSOR, the LESSEE at any reasonable hour shall give the right of the LESSOR to show/exhibit the Leased Premises to prospective tenants, in case the LESSEE has no more intention of renewing the lease provided that entering the Leased Premises must be in the presence of the LESSEE or its representative.

15. DEFAULT AND CONSEQUENCES OF DEFAULT

- 15.1 Non-payment of the monthly lease based on the agreed timeline, the LESSOR may declare the LESSEE in default by serving a written notice to the LESSEE. Upon the LESSEE being in default, the LESSOR shall, exercise, in addition to any other remedies as may be prescribed by law, the following rights:
- 15.1.1 To terminate this Agreement through serving a written notice to the LESSEE;
- 15.1.2 To immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises;
- 15.1.3 To demand and receive from the LESSEE payment for any and all unpaid rentals and other financial obligations stipulated in, or arising out of this Agreement;
- 15.1.4 To take possession of and sell at public or private sale any and all properties of the LESSEE found in the Leased Premises and to apply the proceeds thereof in payment of any unpaid accounts of the LESSEE;
- 15.1.5 To automatically forfeit in its favor the security deposit and remaining unused amount of rental advance referred to in Section 3.

16. TERMINATION OF LEASE

- 16.1 Upon termination or expiration of the lease for any reasons whatsoever, the LESSEE agrees and warrants to return and peacefully vacate the Leased Premises without necessity of demand. In case of the expiration of the lease period, the LESSOR shall have all the right to immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, all damages

caused by such shall all be obligated to the LESSEE. Padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises.

- 16.2 At the termination or expiration of the lease, all keys shall be returned without need of any demand. Likewise, the LESSEE shall deliver the Leased Premises in as good and tenantable condition, in all respects, as the same now are, reasonable wear and tear excepted, devoid of all occupants, furniture, articles and effects of any kind owned by the LESSEE.

17. REPRESENTATION AND WARRANTIES

- 17.1 The LESSOR represents and warrants that it has good and sufficient title and interest in the Leased Premises and full authority to enter into and execute this Agreement. The LESSOR further covenants that there are no liens, encumbrances or other impediments of title covering the Leased Premises that would impede or prevent the LESSEE from enjoying his/her rights under this Agreement. The LESSOR shall indemnify and hold the LESSEE free and harmless from any and all loss, damage or liability suffered by the LESSEE in the event that this Agreement cannot be enforced due to defect in the LESSOR's title or adverse claims or restrictions thereon. In the event that the LESSEE's peaceful possession of the Leased Premises is interrupted for any reason whatsoever, the LESSOR shall refund to the LESSEE or its authorized representative the unapplied portion of the rent and the full amount of the Security Deposit (after deducting any unpaid utilities of the LESSEE), at the option of the LESSEE, to extend the lease period for such period equivalent to the disruption of the LESSEE's peaceful possession.

- 17.2 Both parties are qualified under local law, regulations, policies and administrative requirement to do business and to the extent required by applicable law, as may be necessary to enter into this Agreement.

18. NON-WAIVER

- 18.1 The failure of any party to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be construed as a waiver or relinquishment of any right or remedy the non-defaulting may have, and shall not be a bar for any action it may take, nor shall it be construed as a waiver of any subsequent breach of default of this terms, conditions and covenants hereof, which terms, conditions and covenant shall to be in full force and effect.

- 18.2 Any waiver of the parties' rights hereunder can only be made in writing.

19. BINDING EFFECT

- 19.1 This Agreement shall be binding not only between the parties hereto but also upon their respective successors and assigns.

20. AMENDMENT

- 20.1 This Agreement and any of its terms, clauses and sub-clauses can only be amended, modified, waived, discharged, or terminated by written agreement between LESSOR and LESSEE.

21. GOVERNING LAW

- 21.1 This Agreement shall be construed under Philippine Law.



22. VENUE

22.1 If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any legal action, suit or proceeding arising out or relating to this Agreement shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

Whenever necessary to promote arbitration or to seek judicial relief, the parties agree that any legal action, suit or proceeding arising out of or relating to this Agreement may be instituted in any competent court in Taguig City, to the exclusion of other courts of equal jurisdiction.

23. LITIGATION

23.1 Notwithstanding any other provision of this Agreement, the prevailing party in any suit or proceeding, judicial or otherwise, arising out of or by reason of this Agreement, shall be entitled to receive from the other party all reasonable expenses, costs of the suit and reasonable attorney's fees not less than 20% of the amount sought to be recovered.

24. SEPARABILITY

24.1 Should any of the terms and conditions or any part or clause of this Agreement be declared void or unenforceable by competent authority, the same shall not invalidate the other terms and conditions, parts or clauses of this Agreement, which shall continue to be in full force and effect.

25. NOTICES

25.1 Any notice or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, e-mail or facsimile to such party at the address specified below:



To the LESSOR:

[Redacted Signature]

JUANITA DELA CRUZ
Lot 72 Blk 251 Gladiola St.
Barangay Rizal, Makati City

To the LESSEE:

JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT AUTHORITY
2/F Bonifacio Technology Center,
31st Street corner 2nd Avenue
Bonifacio Global City, Taguig City

FEB 21 2025

IN WITNESS WHEREOF, the parties hereto have hereunto signed this ____ day of _____,
20__ in Taguig City.

[Redacted Signature]

JUANITA DELA CRUZ
LESSOR

[Redacted Signature]

[Redacted Signature]

JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT
AUTHORITY
LESSEE

[Redacted Signature]

ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City ^{MAKATI CITY}) SS.

BEFORE ME, a Notary Public for and in Taguig City, personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE/PLACE OF ISSUE
JOSHUA M. BINGCANG	[REDACTED]	[REDACTED]
JUANITA CARIAGA DELA CRUZ	[REDACTED]	[REDACTED]

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed confirm their own free acts and the entities they each represent.

SIGNED AND SEALED on FEB 21 2025 in MAKATI CITY, Philippines.

[REDACTED SIGNATURE]

MA. ESMERALDA K. CUNANAN
Notary Public for and in Makati City
Until December 31, 2025
Appt. No. M-013 (2024-2025) Makati City
Attorney's Roll No. 34562
MCLE Compliance No. VIII-0009662/valid until 4-14-2028
PTR No. 10467303/1-2-2025/Makati City
IBP Lifetime Member No. 05413
G/F Dela Rosa Carpark I, Dela Rosa St.
Legaspi Village, Makati City

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Page No. XV
Series of 2025.



JUANITA DELA CRUZ
Lot 72 Blk 251 Gladiola St.,
Barangay Rizal, Makati City

Subject: **NOTICE OF AWARD**
Lease of Temporary Housing Facilities
of PN Senior Officers

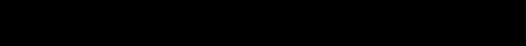

Dear **Ms. Dela Cruz**:

We are pleased to notify you that the Contract for the lease renewal of Unit 2001 Jade, Rosewood Pointe, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers is hereby awarded to you with a contract price of **Thirty-Three Thousand and 00/100 Pesos (Php 33,000.00) per month**, exclusive of applicable taxes and inclusive of all applicable fees related to the leased premises.

You are therefore required within ten (10) calendar days from receipt of this Notice of Award to formally enter into contract with BCDA. Failure to enter into the said contract shall constitute a sufficient ground for the cancellation of this Award.

Please indicate your concurrence by signing the Notice of Award on the space below "Conforme" and return the same upon signing.

Very truly yours,


JOSHUA M. BINGCANG
President and CEO


Conforme:


JUANITA DELA CRUZ
LESSOR

Date: 07 FEBRUARY 2025

JUANITA DELA CRUZ
Lot 72 Blk 251 Gladiola St.,
Barangay Rizal, Makati City

Subject: **NOTICE TO PROCEED**
Lease of Temporary Housing Facilities
of PN Senior Officers


Dear **Ms. Dela Cruz**:

In connection with the Contract for the lease renewal of Unit 2001 Jade, Rosewood Pointe, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers, this notice is hereby given to you to proceed with said undertaking.

Upon receipt of this notice, you shall be responsible to perform the services under the terms and conditions stated in the Contract.

Please indicate your concurrence by signing the Notice to Proceed on the space below "Conforme" and return the same upon signing.

Very truly yours,


JOSHUA M. BINGCANG
President and CEO


Conforme:


JUANITA DELA CRUZ
LESSOR

Date: 21 FEBRUARY 2025

**LEASE AGREEMENT FOR TEMPORARY HOUSING FACILITIES OF
PN SENIOR OFFICERS**

KNOW ALL MEN BY THESE PRESENTS:

This Lease Agreement (the "Agreement") is made and executed on _____ in Taguig City, by and between:

RAQUEL EVELYN SINGSON ORROS, Filipino, of legal age, and with postal address at 73 Rosemary Street, Mahogany Place 3, Acacia Estates, Taguig City, Philippines, hereinafter referred to as the "LESSOR";

and

BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), hereinafter referred to as the "LESSEE"; is a government instrumentality vested with corporate powers duly organized and existing under Republic Act No. 7227 otherwise known as the Bases Conversion and Development Act of 1992, as amended by Republic Act No. 7917, with office address at 2nd Floor, Bonifacio Technology Center, 31st Street, Crescent Park West, Bonifacio Global City, Taguig, Metro Manila, represented herein by its President and Chief Executive Officer, **JOSHUA M. BINGCANG**, who is duly authorized for this purpose, as evidenced by the BCDA Manual of Approval dated 22 November 2017 hereto attached as Annex "A".

WITNESSETH: That –

WHEREAS, the LESSOR is the registered owner possessor of the Leased Premises as evidenced by the following documents attached hereto:

1. Condominium Certificate of Title No. 164-2014006265 (Annex "B")
2. Condominium Certificate of Title No. 164-2014005086 (Annex "C")
3. Condominium Certificate of Title No. 164-2014015367 (Annex "D")
4. Condominium Certificate of Title No. 164-2014006266 (Annex "E")
5. Certification from Project Management Office of Rosewood Pointe (Annex "F")

WHEREAS, the LESSEE is desirous and agreeable to lease from the LESSOR the Leased Premises from 16 February 2025 to 15 February 2028.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations all hereunder set forth, the LESSOR hereby transfers by way of lease to the LESSEE, and the LESSEE accepts by way of lease from the LESSOR, the Leased Premises under the following terms and conditions:

1. LEASED PREMISES

1.1 The Leased Premises is/are any of the following:

- | | | | |
|-------|-----------------------------------|---|-----------------------------|
| 1.1.1 | Project | : | Rosewood Pointe |
| 1.1.2 | Building / Unit No. | : | Jade / 1915 & 1916 (Tandem) |
| 1.1.3 | Unit Area (including drying area) | : | 128.5 sqm., more or less |
| 1.1.4 | Building / PS No. | : | Jade / P-78 |
| 1.1.5 | Parking Slot Area | : | 12.5 sqm., more or less |
| 1.1.6 | Building / Service Area No. | : | Jade / 153 |
| 1.1.7 | Service Area Unit | : | 5.5 sqm., more or less |

1.2 The LESSOR hereby acknowledges that the LESSEE has inspected the Leased Premises and accepts the same on a "**fully furnished**" basis as indicated in the attached inventory list (Annex "G").

2. TERM

2.1 The term of the lease shall be from 16 February 2025 to 15 February 2028 which may be renewed, provided that a written notice of extension or renewal is given to the LESSOR at

least forty-five (45) days prior to the expiration of the term of this Agreement. The LESSOR and the LESSEE shall endeavor to execute a lease agreement for the renewal of the term at least one (1) month prior to the expiration of the term of this Agreement.

- 2.2 The LESSEE may pre-terminate this Agreement after two (2) years from the commencement of the lease, provided the LESSOR is informed in writing at least one (1) month prior to the desired termination date.
- 2.3 Upon the expiration of the lease period or termination due to default, the LESSOR shall exercise the rights, without the need of any judicial declaration, provided for either by law or in Section 16 of this Agreement.

3. LEASE PAYMENT

- 3.1 The monthly lease is **Forty-Nine Thousand Five Hundred and 00/100 Pesos (Php 49,500.00)**, exclusive of applicable taxes and inclusive of association dues related to the leased premises and share on association dues related to the common area. The LESSEE shall pay the monthly lease every 16th day of the month starting 16 February 2025 to 15 February 2028, without necessity of demand. Failure of the LESSEE to pay monthly lease on due date will be considered as default and will be subject to Section 15 of this Agreement. The LESSEE shall deposit the monthly lease in the LESSOR's bank account as follows:

Bank Name	BDO – Market Market Branch
Account Name	Raquel V. Singson
Type	Savings Account
Account No.	002068023138

- 3.2 Upon signing of this Agreement, the LESSEE shall pay Security Deposit in the amount of **Ninety-Nine Thousand and 00/100 Pesos (Php 99,000.00)** equivalent to two (2) months of the monthly lease which shall be applied in the last two (2) remaining months of the lease. The LESSOR or its authorized representative and the LESSEE shall inspect the Leased Premises on the 34th month to determine any damages.

4. ASSIGNMENT AND SUBLEASE

- 4.1 The LESSEE shall not assign or transfer its right in this Agreement or sublease or sublet all or any part of the Leased Premises and no right, title or interest thereto or therein shall be conferred to or vested on anyone, other than LESSEE, without the written consent of the LESSOR.
- 4.2 Any violation of this provision shall put the LESSEE in default.

5. SALE / TRANSFER / MORTGAGE

- 5.1 In the event of sale, transfer, mortgage, or any encumbrance of the Leased Premises or any existing sale, transfer, mortgage or any encumbrance of the same, the LESSOR shall warrant that the purchaser, mortgagee, or encumbrance shall respect all terms and conditions of this Agreement.

6. RESTRICTION ON THE USE OF LEASED PREMISES

- 6.1 The LESSEE shall use the Leased Premises exclusively for residential purposes only. The LESSEE shall not use the Leased Premises for any other purposes.
- 6.2 The guests and visitors may be allowed for visitation purposes only, in the event or occasion shall the guests or visitors be allowed to stay or be accommodated in the Leased Premises for a period not longer than three (3) days except for approved written consent from the LESSOR. All individuals who are deemed trespassing, pose any threats or violations in safety and security of the residents and premises must be immediately escorted out by the PMO security personnel of the Leased Premises.

6.3 Likewise, the LESSEE shall be bound to comply with the Master Deed with Declaration of Restrictions (for condominium corporation) or Deed of Restriction (for homeowners' association), rules, regulations and policies of either the condominium corporation or homeowners' association, as the case may be.

7. IMPROVEMENTS AND ALTERATIONS BY THE LESSEE

7.1 The LESSEE shall not make substantial structural alterations or modifications on the Leased Premises without the prior written consent of the LESSOR and if such consent is granted, shall be at the own expense of the LESSEE. However, all alterations/improvements made by the LESSEE are to its own expense, and improvements shall upon termination of this Agreement automatically inure to the benefit of the Leased Premises and become property of the LESSOR without any obligation to refund the cost to the LESSEE. The LESSEE, however, shall have the absolute right to introduce movable furniture and fixtures and improvements or other things which are not permanent in nature and to remove whichever of the said objects the LESSEE has put in or installed. However, if at the expiration of the term of this Agreement, removal of such things should cause damage or defacement to the Leased Premises, the LESSEE shall fully compensate the LESSOR for such damage.

8. SANITATION AND REPAIRS

8.1 The LESSEE shall keep the Leased Premises clean and in sanitary condition. The LESSOR shall be responsible for all major repairs on the premises caused by force majeure and ordinary wear and tear, except repairs due to the fault or negligence of the LESSEE, members of his/her household, employees, house help, or guests. Routine maintenance of the air-conditioning units shall be for the account of the LESSEE. Should either LESSOR or LESSEE fail to undertake repairs on their respective responsibilities, within a reasonable period of time or within **thirty (30) days**, after due notice, either the LESSOR or the LESSEE as the case may be, at his/her option may undertake such repairs upon proper notification to the party concerned. Upon presentation of satisfactory evidence of the reasonable costs incurred, such costs shall be reimbursed to the party concerned without undue delay.

9. PUBLIC UTILITIES, RISK OF LOSS OR DAMAGES

9.1 The LESSEE shall pay for the utilities on or before its due date which include water, electricity, telephone, cable TV, Internet and WIFI charges. Any delay in payment shall be subject to termination or unavailability of service to be facilitated by the Condominium Corporation or any Third Party Service Provider.

9.2 The LESSOR shall not be accountable or liable for any loss, injury or damages that may be suffered by the LESSEE in the Leased Premises by reason of theft, robbery, arson or other crimes. The LESSEE has no liability in case of earthquakes, flood, and malicious damages by others aside from his/her agents, employees, domestic help, or guests, which are beyond the control of the LESSEE. In case of damage to the Leased Premises, or its appurtenances by fire, earthquake, war, or any other unforeseen cause, the LESSEE shall immediately give notice thereof to the LESSOR. If the Leased Premises shall be damaged by the unforeseen causes as mentioned above without the fault or negligence of the LESSEE, or his/her agents, employees, servants, or guests, the injury or damage shall be repaired, at the expense of the LESSOR, as speedily as possible, after such notice; but if the Leased Premises be so nearly destroyed as to make it untenable, without the fault or negligence of the LESSEE, either party may demand rescission of this Agreement. All advanced rentals shall be refunded by the LESSOR to the LESSEE without necessity of demand.

9.3 The LESSOR shall not be liable nor responsible for any of the following:

9.3.1 For the presence of bugs, vermin, ants, termites, insects of any kind, if any, in the Leased Premises;

9.3.2 For the failure of the water supply, electric current, cable TV, Internet and WIFI signal;

9.3.3 Any injury, loss or damage which the LESSEE, family, agents, guests, or employees might sustain in the Leased Premises, unless the injury, loss or damage is caused by the agents, officers, employees or representatives of the LESSOR;

9.3.4 Any damage done or occasioned by, or arising from plumbing, water, and/or other pipes, or the bursting, leaking, or destruction of any pipe, tank, water closet, electrical and other service utilities; or

9.3.5 Any damage caused by fire, earthquake, strike, demonstration, riot, rebellion, typhoon, flood, war or other unforeseen cause or event.

9.4 No loss or damage in the Leased Premises shall impair the LESSEE's obligations under this Agreement.

10. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

10.1 The LESSEE shall comply with any and all rules, regulations and policies currently existing or which may be promulgated from time to time by the LESSOR, as well as all the House Rules and Regulation implemented by the Condominium Corporation or any rules, regulations, ordinances and laws established by all duly constituted authorities of the Municipal/City or National Government arising from or regarding the use, occupancy, sanitation and pollution of the Leased Premises.

10.2 The LESSEE or any members of the household or a guest or other person under the LESSEE's responsibility shall not engage in acts of violence or illegal activity, including drug-related activity, threats of violence, unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of this Agreement that otherwise jeopardizes the health, safety or welfare of the landlord and the community.

10.3 In the event that the LESSEE is found or known to be engaging in any criminal or illegal activity, the Condominium Corporation and its administration is hereby given full authority by the LESSOR to expel the LESSEE from the premise wherein this Agreement will be subject to pre-termination and all security deposit of the LESSEE will be forfeited by the LESSOR.

11. FIRE HAZARD AND OBNOXIOUS SUBSTANCE

11.1 The LESSEE shall not keep, deposit or store in the Leased Premises any obnoxious substance or inflammable material or substance that might constitute a fire hazard, or might pollute the air and water as prohibited by law, with the exception of keeping 1 LPG cylinder for cooking purposes.

12. TAXES, DUES AND ASSESSMENTS

12.1 Real estate taxes, withholding taxes and other government assessments on the Leased Premises shall be for the account of the LESSOR.

12.2 Joining fees, regular or special assessments levied by the condominium corporation shall be for the sole account of the LESSOR, the amounts of which shall be advised to the LESSOR.

13. INSURANCE

13.1 LESSOR may obtain such insurance policy on the Leased Premises to cover his/her respective insurable interests therein. In this regard, LESSEE shall comply with all the conditions of any insurance policy; shall not permit any article or act which will violate any term of the insurance policy from being brought or committed in the Leased Premises; shall not at any time use or allow the use of electrical systems in excess of the capacity of the existing risers, feeders, and wiring of the Leased Premises, nor use or allow the use of such electrical equipment or appliances, in the Leased Premises or the premises which may cause overloading of the electrical circuits and shall otherwise do or refrain from doing such acts so as not to endanger the safety of the Leased Premises or compromise the coverage under the insurance policies.

14. INSPECTION AND REPAIR OF PREMISES

- 14.1 During final move in date up to **fifteen (15) days** of occupancy of the unit, the LESSEE shall immediately report any issues with furniture, fixtures or appliances to the LESSOR. Otherwise if not reported on the said timeline, all other issues that warrant repair or replacement shall all be obligated to the LESSEE.
- 14.2 The LESSEE shall maintain the Leased Premises in good and tenantable condition until upon expiration of the term of this Lease Agreement. Likewise, the LESSEE shall surrender and return all the furniture and fixtures identified in the "**Inventory List**" in good condition as they were actually found at the beginning of the lease; ordinary wear and tear is expected.
- 14.3 The LESSOR or its authorized agent after giving due notice to the LESSEE shall have the right to enter the Leased Premises in the presence of LESSEE or its representative at any reasonable hour to enter and inspect the Leased Premises. The LESSEE hereby agrees to cooperate with the LESSOR in keeping the Leased Premises in good tenantable condition.
- 14.4 Upon prior notice of the LESSOR, the LESSEE at any reasonable hour shall give the right of the LESSOR to show/exhibit the Leased Premises to prospective tenants, in case the LESSEE has no more intention of renewing the lease provided that entering the Leased Premises must be in the presence of the LESSEE or its representative.

15. DEFAULT AND CONSEQUENCES OF DEFAULT

- 15.1 Non-payment of the monthly lease based on the agreed timeline, the LESSOR may declare the LESSEE in default by serving a written notice to the LESSEE. Upon the LESSEE being in default, the LESSOR shall, exercise, in addition to any other remedies as may be prescribed by law, the following rights:
- 15.1.1 To terminate this Agreement through serving a written notice to the LESSEE;
- 15.1.2 To immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises;
- 15.1.3 To demand and receive from the LESSEE payment for any and all unpaid rentals and other financial obligations stipulated in, or arising out of this Agreement;
- 15.1.4 To take possession of and sell at public or private sale any and all properties of the LESSEE found in the Leased Premises and to apply the proceeds thereof in payment of any unpaid accounts of the LESSEE;
- 15.1.5 To automatically forfeit in its favor the security deposit and remaining unused amount of rental advance referred to in Section 3.

16. TERMINATION OF LEASE

- 16.1 Upon termination or expiration of the lease for any reasons whatsoever, the LESSEE agrees and warrants to return and peacefully vacate the Leased Premises without necessity of demand. In case of the expiration of the lease period, the LESSOR shall have all the right to immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and

authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, all damages caused by such shall all be obligated to the LESSEE. Padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises.

16.2 At the termination or expiration of the lease, all keys shall be returned without need of any demand. Likewise, the LESSEE shall deliver the Leased Premises in as good and tenantable condition, in all respects, as the same now are, reasonable wear and tear excepted, devoid of all occupants, furniture, articles and effects of any kind owned by the LESSEE.

17. REPRESENTATION AND WARRANTIES

17.1 The LESSOR represents and warrants that it has good and sufficient title and interest in the Leased Premises and full authority to enter into and execute this Agreement. The LESSOR further covenants that there are no liens, encumbrances or other impediments of title covering the Leased Premises that would impede or prevent the LESSEE from enjoying his/her rights under this Agreement. The LESSOR shall indemnify and hold the LESSEE free and harmless from any and all loss, damage or liability suffered by the LESSEE in the event that this Agreement cannot be enforced due to defect in the LESSOR's title or adverse claims or restrictions thereon. In the event that the LESSEE's peaceful possession of the Leased Premises is interrupted for any reason whatsoever, the LESSOR shall refund to the LESSEE or its authorized representative the unapplied portion of the rent and the full amount of the Security Deposit (after deducting any unpaid utilities of the LESSEE), at the option of the LESSEE, to extend the lease period for such period equivalent to the disruption of the LESSEE's peaceful possession.

17.2 Both parties are qualified under local law, regulations, policies and administrative requirement to do business and to the extent required by applicable law, as may be necessary to enter into this Agreement.

18. NON-WAIVER

18.1 The failure of any party to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be construed as a waiver or relinquishment of any right or remedy the non-defaulting may have, and shall not be a bar for any action it may take, nor shall it be construed as a waiver of any subsequent breach of default of this terms, conditions and covenants hereof, which terms, conditions and covenant shall to be in full force and effect.

18.2 Any waiver of the parties' rights hereunder can only be made in writing.

19. BINDING EFFECT

19.1 This Agreement shall be binding not only between the parties hereto but also upon their respective successors and assigns.

20. AMENDMENT

20.1 This Agreement and any of its terms, clauses and sub-clauses can only be amended, modified, waived, discharged, or terminated by written agreement between LESSOR and LESSEE.

21. GOVERNING LAW

21.1 This Agreement shall be construed under Philippine Law.

22. VENUE

22.1 If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any legal action, suit or proceeding arising out or relating to this Agreement shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

Whenever necessary to promote arbitration or to seek judicial relief, the parties agree that any legal action, suit or proceeding arising out of or relating to this Agreement may be instituted in any competent court in Taguig City, to the exclusion of other courts of equal jurisdiction.

23. LITIGATION

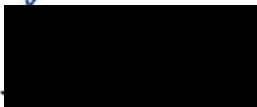
23.1 Notwithstanding any other provision of this Agreement, the prevailing party in any suit or proceeding, judicial or otherwise, arising out of or by reason of this Agreement, shall be entitled to receive from the other party all reasonable expenses, costs of the suit and reasonable attorney's fees not less than 20% of the amount sought to be recovered.

24. SEPARABILITY

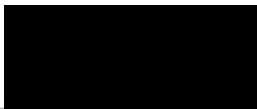
24.1 Should any of the terms and conditions or any part or clause of this Agreement be declared void or unenforceable by competent authority, the same shall not invalidate the other terms and conditions, parts or clauses of this Agreement, which shall continue to be in full force and effect.

25. NOTICES


25.1 Any notice or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, e-mail or facsimile to such party at the address specified below:


/ / /





To the LESSOR:


RAQUEL EVELYN S. ORROS
73 Rosemary Street, Mahogany Place 3
Acacia Estates, Taguig City

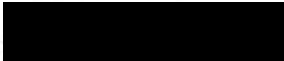
To the LESSEE:

JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT AUTHORITY
2/F Bonifacio Technology Center,
31st Street corner 2nd Avenue
Bonifacio Global City, Taguig City

FEB 21 2025

IN WITNESS WHEREOF, the parties hereto have hereunto signed this ____ day of _____,
20__ in Taguig City.


RAQUEL EVELYN S. ORROS
LESSOR


JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT
AUTHORITY
LESSEE



ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City) SS.

BEFORE ME, a Notary Public for and in Taguig City, personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE/PLACE OF ISSUE
JOSHUA M. BINGCANG	[REDACTED]	27 Aug 2021/
RAQUEL EVELYN VERZOSA SINGSON	[REDACTED]	DFA Manila

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed confirm their own free acts and the entities they each represent.

SIGNED AND SEALED on FEB 21 2025 in Taguig City, Philippines.

MA. ESMERALDA R. CUNANAN
Notary Public for and in Makati City
Until December 31, 2025
Appt. No. M-013 (2024-2025) Makati City
Attorney's Roll No. 34562
MCLE Compliance No. VIII-0009662/valid until 4-14-2028
PTR No. 10467303/1-2-2025/Makati City
IBP Lifetime Member No. 05413
G/F De la Rosa Carpark I, De la Rosa St.
Legaspi Village, Makati City

Doc. No. 217
Book No. 45
Page No. XV
Series of 2025.

RAQUEL EVELYN SINGSON ORROS
73 Rosemary Street, Mahogany Place 3
Acacia Estates, Taguig City

Subject: **NOTICE OF AWARD**
Lease of Temporary Housing Facilities
of PN Senior Officers

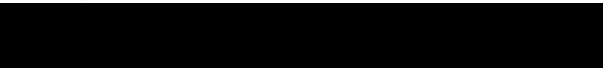
Dear **Ms. Orros**:

We are pleased to notify you that the Contract for the lease renewal of Unit 1915-1916 Jade, Rosewood Pointe, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers is hereby awarded to you with a contract price of **Forty-Nine Thousand Five Hundred and 00/100 Pesos (Php 49,500.00) per month**, exclusive of applicable taxes and inclusive of all applicable fees related to the leased premises.


You are therefore required within ten (10) calendar days from receipt of this Notice of Award to formally enter into contract with BCDA. Failure to enter into the said contract shall constitute a sufficient ground for the cancellation of this Award.

Please indicate your concurrence by signing the Notice of Award on the space below "Conforme" and return the same upon signing.

Very truly yours,


JOSHUA M. BINGCANG
President and CEO

Conforme:


RAQUEL EVELYN SINGSON ORROS
LESSOR

Date: 07 FEBRUARY 2025





RAQUEL EVELYN SINGSON ORROS
73 Rosemary Street, Mahogany Place 3
Acacia Estates, Taguig City

Subject: **NOTICE TO PROCEED**
Lease of Temporary Housing Facilities
of PN Senior Officers


Dear **Ms. Orros**:

In connection with the Contract for the lease renewal of Unit 1915-1916 Jade, Rosewood Pointe, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers, this notice is hereby given to you to proceed with said undertaking.


Upon receipt of this notice, you shall be responsible to perform the services under the terms and conditions stated in the Contract.

Please indicate your concurrence by signing the Notice to Proceed on the space below "Conforme" and return the same upon signing.

Very truly yours,


JOSHUA M. BINGCANG
President and CEO

Conforme:


RAQUEL EVELYN SINGSON ORROS
LESSOR
Date: 21 FEBRUARY 2025

**LEASE AGREEMENT FOR TEMPORARY HOUSING FACILITIES OF
PN SENIORS OFFICER**

KNOW ALL MEN BY THESE PRESENTS:

This Lease Agreement (the "Agreement") is made and executed on _____ in Taguig City, by and between:

MILAGROS J. MANANSALA Filipino, of legal age, and with postal address at 32 Molave St., Banaba Court Subdivision, Barangay Dalig, Antipolo City, Philippines, hereinafter referred to as the "LESSOR";

and

BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), hereinafter referred to as the "LESSEE"; is a government instrumentality vested with corporate powers duly organized and existing under Republic Act No. 7227 otherwise known as the Bases Conversion and Development Act of 1992, as amended by Republic Act No. 7917, with office address at 2nd Floor, Bonifacio Technology Center, 31st Street, Crescent Park West, Bonifacio Global City, Taguig, Metro Manila, represented herein by its President and Chief Executive Officer, **JOSHUA M. BINGCANG**, who is duly authorized for this purpose, as evidenced by the BCDA Manual of Approval dated 22 November 2017 hereto attached as Annex "A".

WITNESSETH: That –

WHEREAS, the LESSOR is the registered owner possessor of the Leased Premises as evidenced by the following documents attached hereto:

1. Condominium Certificate of Title No. 164-2018000568 (Annex "B")
2. Condominium Certificate of Title No. 164-2017016597 (Annex "C")
3. Condominium Certificate of Title No. 164-2017017134 (Annex "D")
4. Certification from Project Management Office of Cedar Crest (Annex "E")

WHEREAS, the LESSEE is desirous and agreeable to lease from the LESSOR the Leased Premises from 16 February 2025 to 15 February 2028.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations all hereunder set forth, the LESSOR hereby transfers by way of lease to the LESSEE, and the LESSEE accepts by way of lease from the LESSOR, the Leased Premises under the following terms and conditions:

1. LEASED PREMISES

1.1 The Leased Premises is/are any of the following:

1.1.1	Project	:	Cedar Crest
1.1.2	Building / Unit No.	:	Hawthorn / 313
1.1.3	Unit Area	:	75 sqm., more or less
1.1.4	Building / PS No.	:	Hawthorn / D-45
1.1.5	Parking Slot Area	:	12.5 sqm., more or less
1.1.6	Building / Service Area No.	:	Hawthorn / 313
1.1.7	Service Area Unit	:	8.00 sqm., more or less

1.2 The LESSOR hereby acknowledges that the LESSEE has inspected the Leased Premises and accepts the same on a "~~SOM~~ furnished" basis as indicated in the attached inventory list (Annex "F").

2. TERM

2.1 The term of the lease shall be from 16 February 2025 to 15 February 2028 which may be renewed, provided that a written notice of extension or renewal is given to the LESSOR at least forty-five (45) days prior to the expiration of the term of this Agreement. The LESSOR

and the LESSEE shall endeavor to execute a lease agreement for the renewal of the term at least one (1) month prior to the expiration of the term of this Agreement.

- 2.2 The LESSEE may pre-terminate this Agreement after two (2) years from the commencement of the lease, provided the LESSOR is informed in writing at least one (1) month prior to the desired termination date.
- 2.3 Upon the expiration of the lease period or termination due to default, the LESSOR shall exercise the rights, without the need of any judicial declaration, provided for either by law or in Section 16 of this Agreement.

3. LEASE PAYMENT

- 3.1 The monthly lease is **Thirty-Eight Thousand Five Hundred and 00/100 Pesos (Php 38,500.00)**, exclusive of applicable taxes and inclusive of association dues related to the leased premises and share on association dues related to the common area. The LESSEE shall pay the monthly lease every 16th day of the month starting 16 February 2025 to 15 February 2028, without necessity of demand. Failure of the LESSEE to pay monthly lease on due date will be considered as default and will be subject to Section 15 of this Agreement. The LESSEE shall deposit the monthly lease in the LESSOR's bank account as follows:

Bank Name	BDO – ANTIPOLO
Account Name	MILAGROS J. MANANSALA
Type	Savings Account
Account No.	011280006631

- 3.2 Upon signing of this Agreement, the LESSEE shall pay Security Deposit in the amount of **Seventy-Seven Thousand and 00/100 Pesos (Php 77,000.00)** equivalent to two (2) months of the monthly lease which shall be applied in the last two (2) remaining months of the lease. The LESSOR or its authorized representative and the LESSEE shall inspect the Leased Premises on the 34th month to determine any damages.

4. ASSIGNMENT AND SUBLEASE

- 4.1 The LESSEE shall not assign or transfer its right in this Agreement or sublease or sublet all or any part of the Leased Premises and no right, title or interest thereto or therein shall be conferred to or vested on anyone, other than LESSEE, without the written consent of the LESSOR.
- 4.2 Any violation of this provision shall put the LESSEE in default.

5. SALE / TRANSFER / MORTGAGE

- 5.1 In the event of sale, transfer, mortgage, or any encumbrance of the Leased Premises or any existing sale, transfer, mortgage or any encumbrance of the same, the LESSOR shall warrant that the purchaser, mortgagee, or encumbrance shall respect all terms and conditions of this Agreement.

6. RESTRICTION ON THE USE OF LEASED PREMISES

- 6.1 The LESSEE shall use the Leased Premises exclusively for residential purposes only. The LESSEE shall not use the Leased Premises for any other purposes.
- 6.2 The guests and visitors may be allowed for visitation purposes only, in the event or occasion shall the guests or visitors be allowed to stay or be accommodated in the Leased Premises for a period not longer than three (3) days except for approved written consent from the LESSOR. All individuals who are deemed trespassing, pose any threats or violations in safety and security of the residents and premises must be immediately escorted out by the PMO security personnel of the Leased Premises.

6.3 Likewise, the LESSEE shall be bound to comply with the Master Deed with Declaration of Restrictions (for condominium corporation) or Deed of Restriction (for homeowners' association), rules, regulations and policies of either the condominium corporation or homeowners' association, as the case may be.

7. IMPROVEMENTS AND ALTERATIONS BY THE LESSEE

7.1 The LESSEE shall not make substantial structural alterations or modifications on the Leased Premises without the prior written consent of the LESSOR and if such consent is granted, shall be at the own expense of the LESSEE. However, all alterations/improvements made by the LESSEE are to its own expense, and improvements shall upon termination of this Agreement automatically inure to the benefit of the Leased Premises and become property of the LESSOR without any obligation to refund the cost to the LESSEE. The LESSEE, however, shall have the absolute right to introduce movable furniture and fixtures and improvements or other things which are not permanent in nature and to remove whichever of the said objects the LESSEE has put in or installed. However, if at the expiration of the term of this Agreement, removal of such things should cause damage or defacement to the Leased Premises, the LESSEE shall fully compensate the LESSOR for such damage.

8. SANITATION AND REPAIRS

8.1 The LESSEE shall keep the Leased Premises clean and in sanitary condition. The LESSOR shall be responsible for all major repairs on the premises caused by force majeure and ordinary wear and tear, except repairs due to the fault or negligence of the LESSEE, members of his/her household, employees, house help, or guests. Routine maintenance of the air-conditioning units shall be for the account of the LESSEE. Should either LESSOR or LESSEE fail to undertake repairs on their respective responsibilities, within a reasonable period of time or within **thirty (30) days**, after due notice, either the LESSOR or the LESSEE as the case may be, at his/her option may undertake such repairs upon proper notification to the party concerned. Upon presentation of satisfactory evidence of the reasonable costs incurred, such costs shall be reimbursed to the party concerned without undue delay.

9. PUBLIC UTILITIES, RISK OF LOSS OR DAMAGES

9.1 The LESSEE shall pay for the utilities on or before its due date which include water, electricity, telephone, cable TV, Internet and WIFI charges. Any delay in payment shall be subject to termination or unavailability of service to be facilitated by the Condominium Corporation or any Third Party Service Provider.

9.2 The LESSOR shall not be accountable or liable for any loss, injury or damages that may be suffered by the LESSEE in the Leased Premises by reason of theft, robbery, arson or other crimes. The LESSEE has no liability in case of earthquakes, flood, and malicious damages by others aside from his/her agents, employees, domestic help, or guests, which are beyond the control of the LESSEE. In case of damage to the Leased Premises, or its appurtenances by fire, earthquake, war, or any other unforeseen cause, the LESSEE shall immediately give notice thereof to the LESSOR. If the Leased Premises shall be damaged by the unforeseen causes as mentioned above without the fault or negligence of the LESSEE, or his/her agents, employees, servants, or guests, the injury or damage shall be repaired, at the expense of the LESSOR, as speedily as possible, after such notice; but if the Leased Premises be so nearly destroyed as to make it untenable, without the fault or negligence of the LESSEE, either party may demand rescission of this Agreement. All advanced rentals shall be refunded by the LESSOR to the LESSEE without necessity of demand.

9.3 The LESSOR shall not be liable nor responsible for any of the following:

9.3.1 For the presence of bugs, vermin, ants, termites, insects of any kind, if any, in the Leased Premises;

9.3.2 For the failure of the water supply, electric current, cable TV, Internet and WIFI signal;

- 9.3.3 Any injury, loss or damage which the LESSEE, family, agents, guests, or employees might sustain in the Leased Premises, unless the injury, loss or damage is caused by the agents, officers, employees or representatives of the LESSOR;
 - 9.3.4 Any damage done or occasioned by, or arising from plumbing, water, and/or other pipes, or the bursting, leaking, or destruction of any pipe, tank, water closet, electrical and other service utilities; or
 - 9.3.5 Any damage caused by fire, earthquake, strike, demonstration, riot, rebellion, typhoon, flood, war or other unforeseen cause or event.
- 9.4 No loss or damage in the Leased Premises shall impair the LESSEE's obligations under this Agreement.

10. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

- 10.1 The LESSEE shall comply with any and all rules, regulations and policies currently existing or which may be promulgated from time to time by the LESSOR, as well as all the House Rules and Regulation implemented by the Condominium Corporation or any rules, regulations, ordinances and laws established by all duly constituted authorities of the Municipal/City or National Government arising from or regarding the use, occupancy, sanitation and pollution of the Leased Premises.
- 10.2 The LESSEE or any members of the household or a guest or other person under the LESSEE's responsibility shall not engage in acts of violence or illegal activity, including drug-related activity, threats of violence, unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of this Agreement that otherwise jeopardizes the health, safety or welfare of the landlord and the community.
- 10.3 In the event that the LESSEE is found or known to be engaging in any criminal or illegal activity, the Condominium Corporation and its administration is hereby given full authority by the LESSOR to expel the LESSEE from the premise wherein this Agreement will be subject to pre-termination and all security deposit of the LESSEE will be forfeited by the LESSOR.

11. FIRE HAZARD AND OBNOXIOUS SUBSTANCE

- 11.1 The LESSEE shall not keep, deposit or store in the Leased Premises any obnoxious substance or inflammable material or substance that might constitute a fire hazard, or might pollute the air and water as prohibited by law, with the exception of keeping 1 LPG cylinder for cooking purposes.

12. TAXES, DUES AND ASSESSMENTS

- 12.1 Real estate taxes, withholding taxes and other government assessments on the Leased Premises shall be for the account of the LESSOR.
- 12.2 Joining fees, regular or special assessments levied by the condominium corporation shall be for the sole account of the LESSOR, the amounts of which shall be advised to the LESSOR.

13. INSURANCE

- 13.1 LESSOR may obtain such insurance policy on the Leased Premises to cover his/her respective insurable interests therein. In this regard, LESSEE shall comply with all the conditions of any insurance policy; shall not permit any article or act which will violate any term of the insurance policy from being brought or committed in the Leased Premises; shall not at any time use or allow the use of electrical systems in excess of the capacity of the existing risers, feeders, and wiring of the Leased Premises, nor use or allow the use of such electrical equipment or appliances, in the Leased Premises or the premises which may cause overloading of the electrical circuits and shall otherwise do or refrain from doing such acts so as not to endanger the safety of the Leased Premises or compromise the coverage under the insurance policies.

14. INSPECTION AND REPAIR OF PREMISES

- 14.1 During final move in date up to **fifteen (15) days** of occupancy of the unit, the LESSEE shall immediately report any issues with furniture, fixtures or appliances to the LESSOR. Otherwise if not reported on the said timeline, all other issues that warrant repair or replacement shall all be obligated to the LESSEE.
- 14.2 The LESSEE shall maintain the Leased Premises in good and tenantable condition until upon expiration of the term of this Lease Agreement. Likewise, the LESSEE shall surrender and return all the furniture and fixtures identified in the **"Inventory List"** in good condition as they were actually found at the beginning of the lease; ordinary wear and tear is expected.
- 14.3 The LESSOR or its authorized agent after giving due notice to the LESSEE shall have the right to enter the Leased Premises in the presence of LESSEE or its representative at any reasonable hour to enter and inspect the Leased Premises. The LESSEE hereby agrees to cooperate with the LESSOR in keeping the Leased Premises in good tenantable condition.
- 14.4 Upon prior notice of the LESSOR, the LESSEE at any reasonable hour shall give the right of the LESSOR to show/exhibit the Leased Premises to prospective tenants, in case the LESSEE has no more intention of renewing the lease provided that entering the Leased Premises must be in the presence of the LESSEE or its representative.

15. DEFAULT AND CONSEQUENCES OF DEFAULT

- 15.1 Non-payment of the monthly lease based on the agreed timeline, the LESSOR may declare the LESSEE in default by serving a written notice to the LESSEE. Upon the LESSEE being in default, the LESSOR shall, exercise, in addition to any other remedies as may be prescribed by law, the following rights:
 - 15.1.1 To terminate this Agreement through serving a written notice to the LESSEE;
 - 15.1.2 To immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises;
 - 15.1.3 To demand and receive from the LESSEE payment for any and all unpaid rentals and other financial obligations stipulated in, or arising out of this Agreement;
 - 15.1.4 To take possession of and sell at public or private sale any and all properties of the LESSEE found in the Leased Premises and to apply the proceeds thereof in payment of any unpaid accounts of the LESSEE;
 - 15.1.5 To automatically forfeit in its favor the security deposit and remaining unused amount of rental advance referred to in Section 3.

16. TERMINATION OF LEASE

- 16.1 Upon termination or expiration of the lease for any reasons whatsoever, the LESSEE agrees and warrants to return and peacefully vacate the Leased Premises without necessity of demand. In case of the expiration of the lease period, the LESSOR shall have all the right to immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and

authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, all damages caused by such shall all be obligated to the LESSEE. Padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises.

16.2 At the termination or expiration of the lease, all keys shall be returned without need of any demand. Likewise, the LESSEE shall deliver the Leased Premises in as good and tenantable condition, in all respects, as the same now are, reasonable wear and tear excepted, devoid of all occupants, furniture, articles and effects of any kind owned by the LESSEE.

17. REPRESENTATION AND WARRANTIES

17.1 The LESSOR represents and warrants that it has good and sufficient title and interest in the Leased Premises and full authority to enter into and execute this Agreement. The LESSOR further covenants that there are no liens, encumbrances or other impediments of title covering the Leased Premises that would impede or prevent the LESSEE from enjoying his/her rights under this Agreement. The LESSOR shall indemnify and hold the LESSEE free and harmless from any and all loss, damage or liability suffered by the LESSEE in the event that this Agreement cannot be enforced due to defect in the LESSOR's title or adverse claims or restrictions thereon. In the event that the LESSEE's peaceful possession of the Leased Premises is interrupted for any reason whatsoever, the LESSOR shall refund to the LESSEE or its authorized representative the unapplied portion of the rent and the full amount of the Security Deposit (after deducting any unpaid utilities of the LESSEE), at the option of the LESSEE, to extend the lease period for such period equivalent to the disruption of the LESSEE's peaceful possession.

17.2 Both parties are qualified under local law, regulations, policies and administrative requirement to do business and to the extent required by applicable law, as may be necessary to enter into this Agreement.

18. NON-WAIVER

18.1 The failure of any party to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be constructed as a waiver or relinquishment of any right or remedy the non-defaulting may have, and shall not be a bar for any action it may take, nor shall it be construed as a waiver of any subsequent breach of default of this terms, conditions and covenants hereof, which terms, conditions and covenant shall to be in full force and effect.

18.2 Any waiver of the parties' rights hereunder can only be made in writing.

19. BINDING EFFECT

19.1 This Agreement shall be binding not only between the parties hereto but also upon their respective successors and assigns.

20. AMENDMENT

20.1 This Agreement and any of its terms, clauses and sub-clauses can only be amended, modified, waived, discharged, or terminated by written agreement between LESSOR and LESSEE.

21. GOVERNING LAW

21.1 This Agreement shall be construed under Philippine Law.

22. VENUE

22.1 If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any legal action, suit or proceeding arising out or relating to this Agreement shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

Whenever necessary to promote arbitration or to seek judicial relief, the parties agree that any legal action, suit or proceeding arising out of or relating to this Agreement may be instituted in any competent court in Taguig City, to the exclusion of other courts of equal jurisdiction.

23. LITIGATION

23.1 Notwithstanding any other provision of this Agreement, the prevailing party in any suit or proceeding, judicial or otherwise, arising out of or by reason of this Agreement, shall be entitled to receive from the other party all reasonable expenses, costs of the suit and reasonable attorney's fees not less than 20% of the amount sought to be recovered.

24. SEPARABILITY

24.1 Should any of the terms and conditions or any part or clause of this Agreement be declared void or unenforceable by competent authority, the same shall not invalidate the other terms and conditions, parts or clauses of this Agreement, which shall continue to be in full force and effect.

25. NOTICES

25.1 Any notice or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, e-mail or facsimile to such party at the address specified below:

To the LESSOR:

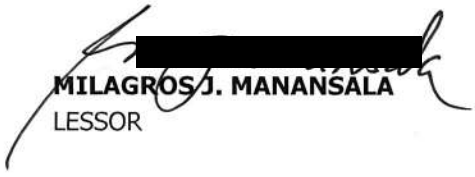
MILAGROS J. MANANSALA
32 Molave St. Banaba Court Subdivision
Barangay Dalig, Antipolo City



To the LESSEE:

JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT AUTHORITY
2/F Bonifacio Technology Center,
31st Street corner 2nd Avenue
Bonifacio Global City, Taguig City

FEB 21 2025

IN WITNESS WHEREOF, the parties hereto have hereunto signed this ____ day of _____,
20__ in Taguig City.


MILAGROS J. MANANSALA
LESSOR


JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT
AUTHORITY 
LESSEE





ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City **MAKATI CITY**) SS.

BEFORE ME, a Notary Public for and in Taguig City, personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE/PLACE OF ISSUE
JOSHUA M. BINGCANG	[REDACTED]	27 Aug 2021/
MILAGROS J. MANANSALA	Senior Citizen ID No. 0800146	

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed confirm their own free acts and the entities they each represent.

SIGNED AND SEALED on FEB 21 2025 in Taguig City, Philippines.

MIA. ESMERALDA R. CUNANAN

Notary Public for and in Makati City
Until December 31, 2025
Appt. No. M-013 (2024-2025) Makati City
Attorney's Roll No. 34562
MCLE Compliance No. VIII-0009662/valid until 4-14-2028
PTR No. 10467303/1-2-2025/Makati City
IBP Lifetime Member No. 05413
3/F Deia Rosa Carpark I, Deia Rosa St.
Legaspi Village, Makati City

Doc. No. 218
Book No. 45
Page No. XV
Series of 2025

MILAGROS J. MANANSALA
32 Molave St., Banaba Court Subdivision
Barangay Dalig, Antipolo City

Subject: **NOTICE OF AWARD**
Lease of Temporary Housing Facilities
of PN Senior Officers


Dear **Ms. Manansala:**

We are pleased to notify you that the Contract for the lease renewal of Unit 313 Hawthorn, Cedar Crest, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers is hereby awarded to you with a contract price of **Thirty-Eight Thousand Five Hundred and 00/100 Pesos (Php 38,500.00) per month**, exclusive of applicable taxes and inclusive of all applicable fees related to the leased premises.


You are therefore required within ten (10) calendar days from receipt of this Notice of Award to formally enter into contract with BCDA. Failure to enter into the said contract shall constitute a sufficient ground for the cancellation of this Award.

Please indicate your concurrence by signing the Notice of Award on the space below "Conforme" and return the same upon signing.

Very truly yours,


JOSHUA M. BINGCANG
President and CEO

Conforme:


MILAGROS J. MANANSALA
LESSOR
Date: 07 FEBRUARY 2025

MILAGROS J. MANANSALA
32 Molave St., Banaba Court Subdivision
Barangay Dalig, Antipolo City

Subject: **NOTICE TO PROCEED**
Lease of Temporary Housing Facilities
of PN Senior Officers


Dear **Ms. Manansala**:

In connection with the Contract for the lease renewal of Unit 313 Hawthorn, Cedar Crest, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers, this notice is hereby given to you to proceed with said undertaking.

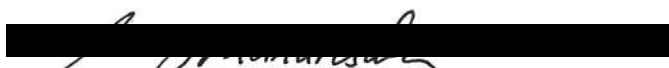
Upon receipt of this notice, you shall be responsible to perform the services under the terms and conditions stated in the Contract.

Please indicate your concurrence by signing the Notice to Proceed on the space below "Conforme" and return the same upon signing.

Very truly yours,


JOSHUA M. BINGCANG
President and CEO

Conforme:


MILAGROS J. MANANSALA
LESSOR

Date: 21 FEBRUARY 2025

**LEASE AGREEMENT FOR TEMPORARY HOUSING FACILITIES OF
PN SENIOR OFFICERS**

KNOW ALL MEN BY THESE PRESENTS:

This Lease Agreement (the "Agreement") is made and executed on _____ in Taguig City, by and between:

RHEA R. ROSAL, Filipino, of legal age, and with postal address at Blk 1 Lot 13-14 Neil St. cor. Ofelia St. Baseview Homes Subd., Banaybanay, Lipa City, Batangas, Philippines, hereinafter referred to as the "LESSOR";

and

BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), hereinafter referred to as the "LESSEE"; is a government instrumentality vested with corporate powers duly organized and existing under Republic Act No. 7227 otherwise known as the Bases Conversion and Development Act of 1992, as amended by Republic Act No. 7917, with office address at 2nd Floor, Bonifacio Technology Center, 31st Street, Crescent Park West, Bonifacio Global City, Taguig, Metro Manila, represented herein by its President and Chief Executive Officer, **JOSHUA M. BINGCANG**, who is duly authorized for this purpose, as evidenced by the BCDA Manual of Approval dated 22 November 2017 hereto attached as Annex "A".

WITNESSETH: That –

WHEREAS, the LESSOR is the registered owner possessor of the Leased Premises as evidenced by the following documents attached hereto:

1. Condominium Certificate of Title No. 164-2012008602 (Annex "B")
2. Condominium Certificate of Title No. 164-2013007286 (Annex "C")
3. Condominium Certificate of Title No. 164-2012008569 (Annex "D")
4. Certification from Project Management Office of Cedar Crest (Annex "E")

WHEREAS, the LESSEE is desirous and agreeable to lease from the LESSOR the Leased Premises from 16 February 2025 to 15 February 2028.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations all hereunder set forth, the LESSOR hereby transfers by way of lease to the LESSEE, and the LESSEE accepts by way of lease from the LESSOR, the Leased Premises under the following terms and conditions:

1. LEASED PREMISES

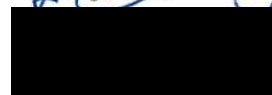
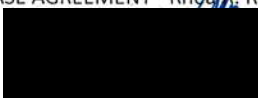
1.1 The Leased Premises is/are any of the following:

- | | | | |
|-------|-----------------------------|---|-------------------------|
| 1.1.1 | Project | : | Cedar Crest |
| 1.1.2 | Building / Unit No. | : | Mallow / 411 |
| 1.1.3 | Unit Area | : | 75 sqm., more or less |
| 1.1.4 | Building / PS No. | : | Mallow / 108 |
| 1.1.5 | Parking Slot Area | : | 12.5 sqm., more or less |
| 1.1.6 | Building / Service Area No. | : | Mallow / 411 |
| 1.1.7 | Service Area Unit | : | 8 sqm., more or less |

1.2 The LESSOR hereby acknowledges that the LESSEE has inspected the Leased Premises and accepts the same on a "**fully furnished**" basis as indicated in the attached inventory list (Annex "F").

2. TERM

2.1 The term of the lease shall be from 16 February 2025 to 15 February 2028 which may be renewed, provided that a written notice of extension or renewal is given to the LESSOR at least forty-five (45) days prior to the expiration of the term of this Agreement. The LESSOR



and the LESSEE shall endeavor to execute a lease agreement for the renewal of the term at least one (1) month prior to the expiration of the term of this Agreement.

- 2.2 The LESSEE may pre-terminate this Agreement after two (2) years from the commencement of the lease, provided the LESSOR is informed in writing at least one (1) month prior to the desired termination date.
- 2.3 Upon the expiration of the lease period or termination due to default, the LESSOR shall exercise the rights, without the need of any judicial declaration, provided for either by law or in Section 16 of this Agreement.

3. LEASE PAYMENT

- 3.1 The monthly lease is **Forty-Four Thousand and 00/100 Pesos (Php 44,000.00)**, exclusive of applicable taxes and inclusive of association dues related to the leased premises and share on association dues related to the common area. The LESSEE shall pay the monthly lease every 16th day of the month starting 16 February 2025 to 15 February 2028, without necessity of demand. Failure of the LESSEE to pay monthly lease on due date will be considered as default and will be subject to Section 15 of this Agreement. The LESSEE shall deposit the monthly lease in the LESSOR's bank account as follows:

Bank Name	BDO – CM Recto Lipa City
Account Name	Rhoda R. Rosal or Rhea R. Rosal
Type	Savings Account
Account No.	005960132916

- 3.2 Upon signing of this Agreement, the LESSEE shall pay Security Deposit in the amount of **Eighty-Eight Thousand and 00/100 Pesos (Php 88,000.00)** equivalent to two (2) months of the monthly lease which shall be applied in the last two (2) remaining months of the lease. The LESSOR or its authorized representative and the LESSEE shall inspect the Leased Premises on the 34th month to determine any damages.

4. ASSIGNMENT AND SUBLEASE

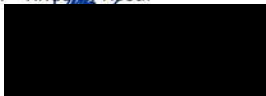
- 4.1 The LESSEE shall not assign or transfer its right in this Agreement or sublease or sublet all or any part of the Leased Premises and no right, title or interest thereto or therein shall be conferred to or vested on anyone, other than LESSEE, without the written consent of the LESSOR.
- 4.2 Any violation of this provision shall put the LESSEE in default.

5. SALE / TRANSFER / MORTGAGE

- 5.1 In the event of sale, transfer, mortgage, or any encumbrance of the Leased Premises or any existing sale, transfer, mortgage or any encumbrance of the same, the LESSOR shall warrant that the purchaser, mortgagee, or encumbrance shall respect all terms and conditions of this Agreement.

6. RESTRICTION ON THE USE OF LEASED PREMISES

- 6.1 The LESSEE shall use the Leased Premises exclusively for residential purposes only. The LESSEE shall not use the Leased Premises for any other purposes.
- 6.2 The guests and visitors may be allowed for visitation purposes only, in the event or occasion shall the guests or visitors be allowed to stay or be accommodated in the Leased Premises for a period not longer than three (3) days except for approved written consent from the LESSOR. All individuals who are deemed trespassing, pose any threats or violations in safety and security of the residents and premises must be immediately escorted out by the PMO security personnel of the Leased Premises.



6.3 Likewise, the LESSEE shall be bound to comply with the Master Deed with Declaration of Restrictions (for condominium corporation) or Deed of Restriction (for homeowners' association), rules, regulations and policies of either the condominium corporation or homeowners' association, as the case may be.

7. IMPROVEMENTS AND ALTERATIONS BY THE LESSEE

7.1 The LESSEE shall not make substantial structural alterations or modifications on the Leased Premises without the prior written consent of the LESSOR and if such consent is granted, shall be at the own expense of the LESSEE. However, all alterations/improvements made by the LESSEE are to its own expense, and improvements shall upon termination of this Agreement automatically inure to the benefit of the Leased Premises and become property of the LESSOR without any obligation to refund the cost to the LESSEE. The LESSEE, however, shall have the absolute right to introduce movable furniture and fixtures and improvements or other things which are not permanent in nature and to remove whichever of the said objects the LESSEE has put in or installed. However, if at the expiration of the term of this Agreement, removal of such things should cause damage or defacement to the Leased Premises, the LESSEE shall fully compensate the LESSOR for such damage.

8. SANITATION AND REPAIRS

8.1 The LESSEE shall keep the Leased Premises clean and in sanitary condition. The LESSOR shall be responsible for all major repairs on the premises caused by force majeure and ordinary wear and tear, except repairs due to the fault or negligence of the LESSEE, members of his/her household, employees, house help, or guests. Routine maintenance of the air-conditioning units shall be for the account of the LESSEE. Should either LESSOR or LESSEE fail to undertake repairs on their respective responsibilities, within a reasonable period of time or within **thirty (30) days**, after due notice, either the LESSOR or the LESSEE as the case may be, at his/her option may undertake such repairs upon proper notification to the party concerned. Upon presentation of satisfactory evidence of the reasonable costs incurred, such costs shall be reimbursed to the party concerned without undue delay.

9. PUBLIC UTILITIES, RISK OF LOSS OR DAMAGES

9.1 The LESSEE shall pay for the utilities on or before its due date which include water, electricity, telephone, cable TV, Internet and WIFI charges. Any delay in payment shall be subject to termination or unavailability of service to be facilitated by the Condominium Corporation or any Third Party Service Provider.

9.2 The LESSOR shall not be accountable or liable for any loss, injury or damages that may be suffered by the LESSEE in the Leased Premises by reason of theft, robbery, arson or other crimes. The LESSEE has no liability in case of earthquakes, flood, and malicious damages by others aside from his/her agents, employees, domestic help, or guests, which are beyond the control of the LESSEE. In case of damage to the Leased Premises, or its appurtenances by fire, earthquake, war, or any other unforeseen cause, the LESSEE shall immediately give notice thereof to the LESSOR. If the Leased Premises shall be damaged by the unforeseen causes as mentioned above without the fault or negligence of the LESSEE, or his/her agents, employees, servants, or guests, the injury or damage shall be repaired, at the expense of the LESSOR, as speedily as possible, after such notice; but if the Leased Premises be so nearly destroyed as to make it untenable, without the fault or negligence of the LESSEE, either party may demand rescission of this Agreement. All advanced rentals shall be refunded by the LESSOR to the LESSEE without necessity of demand.

9.3 The LESSOR shall not be liable nor responsible for any of the following:

9.3.1 For the presence of bugs, vermin, ants, termites, insects of any kind, if any, in the Leased Premises;

9.3.2 For the failure of the water supply, electric current, cable TV, Internet and WIFI signal;

- 9.3.3 Any injury, loss or damage which the LESSEE, family, agents, guests, or employees might sustain in the Leased Premises, unless the injury, loss or damage is caused by the agents, officers, employees or representatives of the LESSOR;
- 9.3.4 Any damage done or occasioned by, or arising from plumbing, water, and/or other pipes, or the bursting, leaking, or destruction of any pipe, tank, water closet, electrical and other service utilities; or
- 9.3.5 Any damage caused by fire, earthquake, strike, demonstration, riot, rebellion, typhoon, flood, war or other unforeseen cause or event.
- 9.4 No loss or damage in the Leased Premises shall impair the LESSEE's obligations under this Agreement.

10. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

- 10.1 The LESSEE shall comply with any and all rules, regulations and policies currently existing or which may be promulgated from time to time by the LESSOR, as well as all the House Rules and Regulation implemented by the Condominium Corporation or any rules, regulations, ordinances and laws established by all duly constituted authorities of the Municipal/City or National Government arising from or regarding the use, occupancy, sanitation and pollution of the Leased Premises.
- 10.2 The LESSEE or any members of the household or a guest or other person under the LESSEE's responsibility shall not engage in acts of violence or illegal activity, including drug-related activity, threats of violence, unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of this Agreement that otherwise jeopardizes the health, safety or welfare of the landlord and the community.
- 10.3 In the event that the LESSEE is found or known to be engaging in any criminal or illegal activity, the Condominium Corporation and its administration is hereby given full authority by the LESSOR to expel the LESSEE from the premise wherein this Agreement will be subject to pre-termination and all security deposit of the LESSEE will be forfeited by the LESSOR.

11. FIRE HAZARD AND OBNOXIOUS SUBSTANCE

- 11.1 The LESSEE shall not keep, deposit or store in the Leased Premises any obnoxious substance or inflammable material or substance that might constitute a fire hazard, or might pollute the air and water as prohibited by law, with the exception of keeping 1 LPG cylinder for cooking purposes.

12. TAXES, DUES AND ASSESSMENTS

- 12.1 Real estate taxes, withholding taxes and other government assessments on the Leased Premises shall be for the account of the LESSOR.
- 12.2 Joining fees, regular or special assessments levied by the condominium corporation shall be for the sole account of the LESSOR, the amounts of which shall be advised to the LESSOR.

13. INSURANCE

- 13.1 LESSOR may obtain such insurance policy on the Leased Premises to cover his/her respective insurable interests therein. In this regard, LESSEE shall comply with all the conditions of any insurance policy; shall not permit any article or act which will violate any term of the insurance policy from being brought or committed in the Leased Premises; shall not at any time use or allow the use of electrical systems in excess of the capacity of the existing risers, feeders, and wiring of the Leased Premises, nor use or allow the use of such electrical equipment or appliances, in the Leased Premises or the premises which may cause overloading of the electrical circuits and shall otherwise do or refrain from doing such acts so as not to endanger the safety of the Leased Premises or compromise the coverage under the insurance policies.

14. INSPECTION AND REPAIR OF PREMISES

- 14.1 During final move in date up to **fifteen (15) days** of occupancy of the unit, the LESSEE shall immediately report any issues with furniture, fixtures or appliances to the LESSOR. Otherwise if not reported on the said timeline, all other issues that warrant repair or replacement shall all be obligated to the LESSEE.
- 14.2 The LESSEE shall maintain the Leased Premises in good and tenantable condition until upon expiration of the term of this Lease Agreement. Likewise, the LESSEE shall surrender and return all the furniture and fixtures identified in the **"Inventory List"** in good condition as they were actually found at the beginning of the lease; ordinary wear and tear is expected.
- 14.3 The LESSOR or its authorized agent after giving due notice to the LESSEE shall have the right to enter the Leased Premises in the presence of LESSEE or its representative at any reasonable hour to enter and inspect the Leased Premises. The LESSEE hereby agrees to cooperate with the LESSOR in keeping the Leased Premises in good tenantable condition.
- 14.4 Upon prior notice of the LESSOR, the LESSEE at any reasonable hour shall give the right of the LESSOR to show/exhibit the Leased Premises to prospective tenants, in case the LESSEE has no more intention of renewing the lease provided that entering the Leased Premises must be in the presence of the LESSEE or its representative.

15. DEFAULT AND CONSEQUENCES OF DEFAULT

- 15.1 Non-payment of the monthly lease based on the agreed timeline, the LESSOR may declare the LESSEE in default by serving a written notice to the LESSEE. Upon the LESSEE being in default, the LESSOR shall, exercise, in addition to any other remedies as may be prescribed by law, the following rights:
- 15.1.1 To terminate this Agreement through serving a written notice to the LESSEE;
- 15.1.2 To immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises;
- 15.1.3 To demand and receive from the LESSEE payment for any and all unpaid rentals and other financial obligations stipulated in, or arising out of this Agreement;
- 15.1.4 To take possession of and sell at public or private sale any and all properties of the LESSEE found in the Leased Premises and to apply the proceeds thereof in payment of any unpaid accounts of the LESSEE;
- 15.1.5 To automatically forfeit in its favor the security deposit and remaining unused amount of rental advance referred to in Section 3.

16. TERMINATION OF LEASE

- 16.1 Upon termination or expiration of the lease for any reasons whatsoever, the LESSEE agrees and warrants to return and peacefully vacate the Leased Premises without necessity of demand. In case of the expiration of the lease period, the LESSOR shall have all the right to immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and

authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, all damages caused by such shall all be obligated to the LESSEE. Padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises.

16.2 At the termination or expiration of the lease, all keys shall be returned without need of any demand. Likewise, the LESSEE shall deliver the Leased Premises in as good and tenantable condition, in all respects, as the same now are, reasonable wear and tear excepted, devoid of all occupants, furniture, articles and effects of any kind owned by the LESSEE.

17. REPRESENTATION AND WARRANTIES

17.1 The LESSOR represents and warrants that it has good and sufficient title and interest in the Leased Premises and full authority to enter into and execute this Agreement. The LESSOR further covenants that there are no liens, encumbrances or other impediments of title covering the Leased Premises that would impede or prevent the LESSEE from enjoying his/her rights under this Agreement. The LESSOR shall indemnify and hold the LESSEE free and harmless from any and all loss, damage or liability suffered by the LESSEE in the event that this Agreement cannot be enforced due to defect in the LESSOR's title or adverse claims or restrictions thereon. In the event that the LESSEE's peaceful possession of the Leased Premises is interrupted for any reason whatsoever, the LESSOR shall refund to the LESSEE or its authorized representative the unapplied portion of the rent and the full amount of the Security Deposit (after deducting any unpaid utilities of the LESSEE), at the option of the LESSEE, to extend the lease period for such period equivalent to the disruption of the LESSEE's peaceful possession.

17.2 Both parties are qualified under local law, regulations, policies and administrative requirement to do business and to the extent required by applicable law, as may be necessary to enter into this Agreement.

18. NON-WAIVER

18.1 The failure of any party to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be construed as a waiver or relinquishment of any right or remedy the non-defaulting may have, and shall not be a bar for any action it may take, nor shall it be construed as a waiver of any subsequent breach of default of this terms, conditions and covenants hereof, which terms, conditions and covenant shall to be in full force and effect.

18.2 Any waiver of the parties' rights hereunder can only be made in writing.

19. BINDING EFFECT

19.1 This Agreement shall be binding not only between the parties hereto but also upon their respective successors and assigns.

20. AMENDMENT

20.1 This Agreement and any of its terms, clauses and sub-clauses can only be amended, modified, waived, discharged, or terminated by written agreement between LESSOR and LESSEE.

21. GOVERNING LAW

21.1 This Agreement shall be construed under Philippine Law.

22. VENUE

22.1 If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any legal action, suit or proceeding arising out or relating to this Agreement shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

Whenever necessary to promote arbitration or to seek judicial relief, the parties agree that any legal action, suit or proceeding arising out of or relating to this Agreement may be instituted in any competent court in Taguig City, to the exclusion of other courts of equal jurisdiction.

23. LITIGATION

23.1 Notwithstanding any other provision of this Agreement, the prevailing party in any suit or proceeding, judicial or otherwise, arising out of or by reason of this Agreement, shall be entitled to receive from the other party all reasonable expenses, costs of the suit and reasonable attorney's fees not less than 20% of the amount sought to be recovered.

24. SEPARABILITY

24.1 Should any of the terms and conditions or any part or clause of this Agreement be declared void or unenforceable by competent authority, the same shall not invalidate the other terms and conditions, parts or clauses of this Agreement, which shall continue to be in full force and effect.

25. NOTICES

25.1 Any notice or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, e-mail or facsimile to such party at the address specified below:



To the LESSOR:

RHEA R. ROSAL

Blk 1 Lot 13-14 Neil St cor Ofelia St.
Baseview Homes Subd., Banaybanay,
Lipa City, Batangas

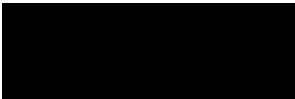
To the LESSEE:

JOSHUA M. BINGCANG
President and CEO

BASES CONVERSION AND DEVELOPMENT AUTHORITY
2/F Bonifacio Technology Center,
31st Street corner 2nd Avenue
Bonifacio Global City, Taguig City

FEB 21 2025

IN WITNESS WHEREOF, the parties hereto have hereunto signed this ____ day of _____,
20__ in Taguig City.



RHEA R. ROSAL
LESSOR



JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT
AUTHORITY
LESSEE



ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City, **MAKATI CITY**) SS.

BEFORE ME, a Notary Public for and in Taguig City, personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE/PLACE OF ISSUE
JOSHUA M. BINGCANG	[REDACTED]	27 Aug. 2021/
	[REDACTED]	

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed confirm their own free acts and the entities they each represent.

SIGNED AND SEALED on FEB 21 2025 in Taguig City, Philippines.

Doc. No. 29
Book No. 45
Page No. XV
Series of 2025

IVIA. ESMERALDA R. CUNANAN
Notary Public for and in Makati City
Until December 31, 2025
Appt. No. M-013 (2024-2025) Makati City
Attorney's Roll No. 34562
VCLE Compliance No. VIII-0009662/valid until 4-14-2028
PTR No. 10467303/1-2-2025/Makati City
IBP Lifetime Member No. 05413
3/F Dela Rosa Carpark I, Dela Rosa St.
Legaspi Village, Makati City

RHEA R. ROSAL

Blk 1 Lot 13-14 Neil St. cor. Ofelia St.
Baseview Homes Subd., Banaybanay,
Lipa City, Batangas

Subject: **NOTICE OF AWARD**
Lease of Temporary Housing Facilities
of PN Senior Officers

Dear **Ms. Rosal**:

We are pleased to notify you that the Contract for the lease renewal of Unit 411 Mallow, Cedar Crest, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers is hereby awarded to you with a contract price of **Forty-Four Thousand and 00/100 Pesos (Php 44,000.00) per month**, exclusive of applicable taxes and inclusive of all applicable fees related to the leased premises.

You are therefore required within ten (10) calendar days from receipt of this Notice of Award to formally enter into contract with BCDA. Failure to enter into the said contract shall constitute a sufficient ground for the cancellation of this Award.

Please indicate your concurrence by signing the Notice of Award on the space below "Conforme" and return the same upon signing.

Very truly yours,

[Redacted Signature]
JOSHUA M. BINGCANG
President and CEO

Conforme:

[Redacted Signature]
RHEA R. ROSAL
LESSOR

Date: 07 FEBRUARY 2025

RHEA R. ROSAL

Blk 1 Lot 13-14 Neil St. cor. Ofelia St.
Baseview Homes Subd., Banaybanay,
Lipa City, Batangas

Subject: **NOTICE TO PROCEED**
Lease of Temporary Housing Facilities
of PN Senior Officers



Dear **Ms. Rosal**:

In connection with the Contract for the lease renewal of Unit 411 Mallow, Cedar Crest, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers, this notice is hereby given to you to proceed with said undertaking.

Upon receipt of this notice, you shall be responsible to perform the services under the terms and conditions stated in the Contract.

Please indicate your concurrence by signing the Notice to Proceed on the space below "Conforme" and return the same upon signing.

Very truly yours,


JOSHUA M. BINGCANG
President and CEO


Conforme:


RHEA R. ROSAL
LESSOR

Date: 21 FEBRUARY 2025

**LEASE AGREEMENT FOR TEMPORARY HOUSING FACILITIES OF
PN SENIOR OFFICERS**

KNOW ALL MEN BY THESE PRESENTS:

This Lease Agreement (the "Agreement") is made and executed on _____ in Taguig City, by and between:

EARL N. PALMA, Filipino, of legal age, and with postal address at 25 Bonny Serrano Ave. Barangay Bagong Lipunan, Crame, Quezon City, Philippines, hereinafter referred to as the "LESSOR";

and

BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), hereinafter referred to as the "LESSEE"; is a government instrumentality vested with corporate powers duly organized and existing under Republic Act No. 7227 otherwise known as the Bases Conversion and Development Act of 1992, as amended by Republic Act No. 7917, with office address at 2nd Floor, Bonifacio Technology Center, 31st Street, Crescent Park West, Bonifacio Global City, Taguig, Metro Manila, represented herein by its President and Chief Executive Officer, **JOSHUA M. BINGCANG**, who is duly authorized for this purpose, as evidenced by the BCDA Manual of Approval dated 22 November 2017 hereto attached as Annex "A".

WITNESSETH: That –

WHEREAS, the LESSOR is the registered owner possessor of the Leased Premises as evidenced by the following documents attached hereto:

1. Transfer Certificate of Title No. 164-2017002138 (Annex "B")
2. Certification from Project Management Office of Mahogany Place 3 (Annex "C")

WHEREAS, the LESSEE is desirous and agreeable to lease from the LESSOR the Leased Premises from 16 February 2025 to 15 February 2028.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations all hereunder set forth, the LESSOR hereby transfers by way of lease to the LESSEE, and the LESSEE accepts by way of lease from the LESSOR, the Leased Premises under the following terms and conditions:

1. LEASED PREMISES

1.1 The Leased Premises is/are any of the following:

- | | | | |
|-------|-----------|---|--------------------------|
| 1.1.1 | Project | : | Mahogany Place 3 |
| 1.1.2 | Unit No. | : | Cilantro Block 01 Lot 02 |
| 1.1.3 | Unit Area | : | 75 sqm., more or less |

1.2 The LESSOR hereby acknowledges that the LESSEE has inspected the Leased Premises and accepts the same on a "*Un-Furnished*" basis as indicated in the attached inventory list (Annex "D").

2. TERM

2.1 The term of the lease shall be from 16 February 2025 to 15 February 2028 which may be renewed, provided that a written notice of extension or renewal is given to the LESSOR at least forty-five (45) days prior to the expiration of the term of this Agreement. The LESSOR and the LESSEE shall endeavor to execute a lease agreement for the renewal of the term at least one (1) month prior to the expiration of the term of this Agreement.

2.2 The LESSEE may pre-terminate this Agreement after two (2) years from the commencement of the lease, provided the LESSOR is informed in writing at least one (1) month prior to the desired termination date.



2.3 Upon the expiration of the lease period or termination due to default, the LESSOR shall exercise the rights, without the need of any judicial declaration, provided for either by law or in Section 16 of this Agreement.

3. LEASE PAYMENT

3.1 The monthly lease is **Sixty-Six Thousand and 00/100 Pesos (Php 66,000.00)**, exclusive of applicable taxes and inclusive of association dues related to the leased premises and share on association dues related to the common area. The LESSEE shall pay the monthly lease every 16th day of the month starting 16 February 2025 to 15 February 2028, without necessity of demand. Failure of the LESSEE to pay monthly lease on due date will be considered as default and will be subject to Section 15 of this Agreement. The LESSEE shall deposit the monthly lease in the LESSOR's bank account as follows:

Bank Name	PS Bank – Boni Serrano Branch
Account Name	Earl N. Palma
Type	Current Account
Account No.	091-33100052-0

3.2 Upon signing of this Agreement, the LESSEE shall pay Security Deposit in the amount of **One Hundred Thirty-Two Thousand and 00/100 Pesos (Php 132,000.00)** equivalent to two (2) months of the monthly lease which shall be applied in the last two (2) remaining months of the lease. The LESSOR or its authorized representative and the LESSEE shall inspect the Leased Premises on the 34th month to determine any damages.

4. ASSIGNMENT AND SUBLEASE

4.1 The LESSEE shall not assign or transfer its right in this Agreement or sublease or sublet all or any part of the Leased Premises and no right, title or interest thereto or therein shall be conferred to or vested on anyone, other than LESSEE, without the written consent of the LESSOR.

4.2 Any violation of this provision shall put the LESSEE in default.

5. SALE / TRANSFER / MORTGAGE

5.1 In the event of sale, transfer, mortgage, or any encumbrance of the Leased Premises or any existing sale, transfer, mortgage or any encumbrance of the same, the LESSOR shall warrant that the purchaser, mortgagee, or encumbrance shall respect all terms and conditions of this Agreement.

6. RESTRICTION ON THE USE OF LEASED PREMISES

6.1 The LESSEE shall use the Leased Premises exclusively for residential purposes only. The LESSEE shall not use the Leased Premises for any other purposes.

6.2 The guests and visitors may be allowed for visitation purposes only, in the event or occasion shall the guests or visitors be allowed to stay or be accommodated in the Leased Premises for a period not longer than three (3) days except for approved written consent from the LESSOR. All individuals who are deemed trespassing, pose any threats or violations in safety and security of the residents and premises must be immediately escorted out by the PMO security personnel of the Leased Premises.

6.3 Likewise, the LESSEE shall be bound to comply with the Master Deed with Declaration of Restrictions (for condominium corporation) or Deed of Restriction (for homeowners' association), rules, regulations and policies of either the condominium corporation or homeowners' association, as the case may be.

7. IMPROVEMENTS AND ALTERATIONS BY THE LESSEE

7.1 The LESSEE shall not make substantial structural alterations or modifications on the Leased Premises without the prior written consent of the LESSOR and if such consent is granted, shall be at the own expense of the LESSEE. However, all alterations/improvements made by the LESSEE are to its own expense, and improvements shall upon termination of this Agreement automatically inure to the benefit of the Leased Premises and become property of the LESSOR without any obligation to refund the cost to the LESSEE. The LESSEE, however, shall have the absolute right to introduce movable furniture and fixtures and improvements or other things which are not permanent in nature and to remove whichever of the said objects the LESSEE has put in or installed. However, if at the expiration of the term of this Agreement, removal of such things should cause damage or defacement to the Leased Premises, the LESSEE shall fully compensate the LESSOR for such damage.

8. SANITATION AND REPAIRS

8.1 The LESSEE shall keep the Leased Premises clean and in sanitary condition. The LESSOR shall be responsible for all major repairs on the premises caused by force majeure and ordinary wear and tear, except repairs due to the fault or negligence of the LESSEE, members of his/her household, employees, house help, or guests. Routine maintenance of the air-conditioning units shall be for the account of the LESSEE. Should either LESSOR or LESSEE fail to undertake repairs on their respective responsibilities, within a reasonable period of time or within **thirty (30) days**, after due notice, either the LESSOR or the LESSEE as the case may be, at his/her option may undertake such repairs upon proper notification to the party concerned. Upon presentation of satisfactory evidence of the reasonable costs incurred, such costs shall be reimbursed to the party concerned without undue delay.

9. PUBLIC UTILITIES, RISK OF LOSS OR DAMAGES

9.1 The LESSEE shall pay for the utilities on or before its due date which include water, electricity, telephone, cable TV, Internet and WIFI charges. Any delay in payment shall be subject to termination or unavailability of service to be facilitated by the Condominium Corporation or any Third Party Service Provider.

9.2 The LESSOR shall not be accountable or liable for any loss, injury or damages that may be suffered by the LESSEE in the Leased Premises by reason of theft, robbery, arson or other crimes. The LESSEE has no liability in case of earthquakes, flood, and malicious damages by others aside from his/her agents, employees, domestic help, or guests, which are beyond the control of the LESSEE. In case of damage to the Leased Premises, or its appurtenances by fire, earthquake, war, or any other unforeseen cause, the LESSEE shall immediately give notice thereof to the LESSOR. If the Leased Premises shall be damaged by the unforeseen causes as mentioned above without the fault or negligence of the LESSEE, or his/her agents, employees, servants, or guests, the injury or damage shall be repaired, at the expense of the LESSOR, as speedily as possible, after such notice; but if the Leased Premises be so nearly destroyed as to make it untenable, without the fault or negligence of the LESSEE, either party may demand rescission of this Agreement. All advanced rentals shall be refunded by the LESSOR to the LESSEE without necessity of demand.

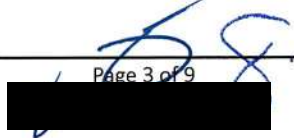
9.3 The LESSOR shall not be liable nor responsible for any of the following:

9.3.1 For the presence of bugs, vermin, ants, termites, insects of any kind, if any, in the Leased Premises;

9.3.2 For the failure of the water supply, electric current, cable TV, Internet and WIFI signal;

9.3.3 Any injury, loss or damage which the LESSEE, family, agents, guests, or employees might sustain in the Leased Premises, unless the injury, loss or damage is caused by the agents, officers, employees or representatives of the LESSOR;

9.3.4 Any damage done or occasioned by, or arising from plumbing, water, and/or other pipes, or the bursting, leaking, or destruction of any pipe, tank, water closet, electrical and other service utilities; or



9.3.5 Any damage caused by fire, earthquake, strike, demonstration, riot, rebellion, typhoon, flood, war or other unforeseen cause or event.

9.4 No loss or damage in the Leased Premises shall impair the LESSEE's obligations under this Agreement.

10. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

10.1 The LESSEE shall comply with any and all rules, regulations and policies currently existing or which may be promulgated from time to time by the LESSOR, as well as all the House Rules and Regulation implemented by the Condominium Corporation or any rules, regulations, ordinances and laws established by all duly constituted authorities of the Municipal/City or National Government arising from or regarding the use, occupancy, sanitation and pollution of the Leased Premises.

10.2 The LESSEE or any members of the household or a guest or other person under the LESSEE's responsibility shall not engage in acts of violence or illegal activity, including drug-related activity, threats of violence, unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of this Agreement that otherwise jeopardizes the health, safety or welfare of the landlord and the community.

10.3 In the event that the LESSEE is found or known to be engaging in any criminal or illegal activity, the Condominium Corporation and its administration is hereby given full authority by the LESSOR to expel the LESSEE from the premise wherein this Agreement will be subject to pre-termination and all security deposit of the LESSEE will be forfeited by the LESSOR.

11. FIRE HAZARD AND OBNOXIOUS SUBSTANCE

11.1 The LESSEE shall not keep, deposit or store in the Leased Premises any obnoxious substance or inflammable material or substance that might constitute a fire hazard, or might pollute the air and water as prohibited by law, with the exception of keeping 1 LPG cylinder for cooking purposes.

12. TAXES, DUES AND ASSESSMENTS

12.1 Real estate taxes, withholding taxes and other government assessments on the Leased Premises shall be for the account of the LESSOR.

12.2 Joining fees, regular or special assessments levied by the condominium corporation shall be for the sole account of the LESSOR, the amounts of which shall be advised to the LESSOR.

13. INSURANCE

13.1 LESSOR may obtain such insurance policy on the Leased Premises to cover his/her respective insurable interests therein. In this regard, LESSEE shall comply with all the conditions of any insurance policy; shall not permit any article or act which will violate any term of the insurance policy from being brought or committed in the Leased Premises; shall not at any time use or allow the use of electrical systems in excess of the capacity of the existing risers, feeders, and wiring of the Leased Premises, nor use or allow the use of such electrical equipment or appliances, in the Leased Premises or the premises which may cause overloading of the electrical circuits and shall otherwise do or refrain from doing such acts so as not to endanger the safety of the Leased Premises or compromise the coverage under the insurance policies.

14. INSPECTION AND REPAIR OF PREMISES

14.1 During final move in date up to **fifteen (15) days** of occupancy of the unit, the LESSEE shall immediately report any issues with furniture, fixtures or appliances to the LESSOR. Otherwise

if not reported on the said timeline, all other issues that warrant repair or replacement shall all be obligated to the LESSEE.

- 14.2 The LESSEE shall maintain the Leased Premises in good and tenable condition until upon expiration of the term of this Lease Agreement. Likewise, the LESSEE shall surrender and return all the furniture and fixtures identified in the "Inventory List" in good condition as they were actually found at the beginning of the lease; ordinary wear and tear is expected.
- 14.3 The LESSOR or its authorized agent after giving due notice to the LESSEE shall have the right to enter the Leased Premises in the presence of LESSEE or its representative at any reasonable hour to enter and inspect the Leased Premises. The LESSEE hereby agrees to cooperate with the LESSOR in keeping the Leased Premises in good tenable condition.
- 14.4 Upon prior notice of the LESSOR, the LESSEE at any reasonable hour shall give the right of the LESSOR to show/exhibit the Leased Premises to prospective tenants, in case the LESSEE has no more intention of renewing the lease provided that entering the Leased Premises must be in the presence of the LESSEE or its representative.

15. DEFAULT AND CONSEQUENCES OF DEFAULT

- 15.1 Non-payment of the monthly lease based on the agreed timeline, the LESSOR may declare the LESSEE in default by serving a written notice to the LESSEE. Upon the LESSEE being in default, the LESSOR shall, exercise, in addition to any other remedies as may be prescribed by law, the following rights:
- 15.1.1 To terminate this Agreement through serving a written notice to the LESSEE;
- 15.1.2 To immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises;
- 15.1.3 To demand and receive from the LESSEE payment for any and all unpaid rentals and other financial obligations stipulated in, or arising out of this Agreement;
- 15.1.4 To take possession of and sell at public or private sale any and all properties of the LESSEE found in the Leased Premises and to apply the proceeds thereof in payment of any unpaid accounts of the LESSEE;
- 15.1.5 To automatically forfeit in its favor the security deposit and remaining unused amount of rental advance referred to in Section 3.

16. TERMINATION OF LEASE

- 16.1 Upon termination or expiration of the lease for any reasons whatsoever, the LESSEE agrees and warrants to return and peacefully vacate the Leased Premises without necessity of demand. In case of the expiration of the lease period, the LESSOR shall have all the right to immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, all damages caused by such shall all be obligated to the LESSEE. Padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises,

and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises.

16.2 At the termination or expiration of the lease, all keys shall be returned without need of any demand. Likewise, the LESSEE shall deliver the Leased Premises in as good and tenantable condition, in all respects, as the same now are, reasonable wear and tear excepted, devoid of all occupants, furniture, articles and effects of any kind owned by the LESSEE.

17. REPRESENTATION AND WARRANTIES

17.1 The LESSOR represents and warrants that it has good and sufficient title and interest in the Leased Premises and full authority to enter into and execute this Agreement. The LESSOR further covenants that there are no liens, encumbrances or other impediments of title covering the Leased Premises that would impede or prevent the LESSEE from enjoying his/her rights under this Agreement. The LESSOR shall indemnify and hold the LESSEE free and harmless from any and all loss, damage or liability suffered by the LESSEE in the event that this Agreement cannot be enforced due to defect in the LESSOR's title or adverse claims or restrictions thereon. In the event that the LESSEE's peaceful possession of the Leased Premises is interrupted for any reason whatsoever, the LESSOR shall refund to the LESSEE or its authorized representative the unapplied portion of the rent and the full amount of the Security Deposit (after deducting any unpaid utilities of the LESSEE), at the option of the LESSEE, to extend the lease period for such period equivalent to the disruption of the LESSEE's peaceful possession.

17.2 Both parties are qualified under local law, regulations, policies and administrative requirement to do business and to the extent required by applicable law, as may be necessary to enter into this Agreement.

18. NON-WAIVER

18.1 The failure of any party to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be construed as a waiver or relinquishment of any right or remedy the non-defaulting may have, and shall not be a bar for any action it may take, nor shall it be construed as a waiver of any subsequent breach of default of this terms, conditions and covenants hereof, which terms, conditions and covenant shall to be in full force and effect.

18.2 Any waiver of the parties' rights hereunder can only be made in writing.

19. BINDING EFFECT

19.1 This Agreement shall be binding not only between the parties hereto but also upon their respective successors and assigns.

20. AMENDMENT

20.1 This Agreement and any of its terms, clauses and sub-clauses can only be amended, modified, waived, discharged, or terminated by written agreement between LESSOR and LESSEE.

21. GOVERNING LAW

21.1 This Agreement shall be construed under Philippine Law.

22. VENUE

22.1 If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any legal action, suit or proceeding arising out or relating to this Agreement shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

Whenever necessary to promote arbitration or to seek judicial relief, the parties agree that any legal action, suit or proceeding arising out of or relating to this Agreement may be instituted in any competent court in Taguig City, to the exclusion of other courts of equal jurisdiction.

23. LITIGATION

23.1 Notwithstanding any other provision of this Agreement, the prevailing party in any suit or proceeding, judicial or otherwise, arising out of or by reason of this Agreement, shall be entitled to receive from the other party all reasonable expenses, costs of the suit and reasonable attorney's fees not less than 20% of the amount sought to be recovered.

24. SEPARABILITY

24.1 Should any of the terms and conditions or any part or clause of this Agreement be declared void or unenforceable by competent authority, the same shall not invalidate the other terms and conditions, parts or clauses of this Agreement, which shall continue to be in full force and effect.

25. NOTICES

25.1 Any notice or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, e-mail or facsimile to such party at the address specified below:



[Handwritten signature]



To the LESSOR:

EARL N. PALMA
25 Bonny Serrano Ave.,
Bagong Lipunan
Crame, Quezon City

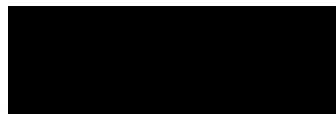
To the LESSEE:

JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT AUTHORITY
2/F Bonifacio Technology Center,
31st Street corner 2nd Avenue
Bonifacio Global City, Taguig City

FEB 21 2025

IN WITNESS WHEREOF, the parties hereto have hereunto signed this ____ day of _____,
20__ in Taguig City.


EARL N. PALMA
LESSOR


JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT
AUTHORITY
LESSEE



ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City **MAKATI CITY**) SS.

BEFORE ME, a Notary Public for and in Taguig City, personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE/PLACE OF ISSUE
JOSHUA M. BINGCANG	[REDACTED]	[REDACTED]
EARL N. PALMA	S [REDACTED]	[REDACTED]

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed confirm their own free acts and the entities they each represent.

SIGNED AND SEALED on FEB 21 2025 in Taguig City, Philippines.

[REDACTED]

Doc. No. 206
Book No. 41
Page No. XV
Series of 2025

MIA. ESMERALDA K. CUNANAN
Notary Public for and in Makati City
Until December 31, 2025
Appt. No. M-019 (2024-2025) Makati City
Attorney's Roll No. 34562
MCLE Compliance No. VIII-0009062/valid until 4-14-2028
PTR No. 10467303/1-2-2025/Makati City
IBP Lifetime Member No. 85413
3/F Dela Rosa Carpark I, Dela Rosa St.
Legaspi Village, Makati City

[REDACTED]

EARL N. PALMA
25 Bonny Serrano Ave.,
Bagong Lipunan
Crame, Quezon City

Subject: **NOTICE OF AWARD**
Lease of Temporary Housing Facilities
of PN Senior Officers


Dear **Mr. Palma**:

We are pleased to notify you that the Contract for the lease renewal of Cilantro Block 01 Lot 02, Mahogany Place 3, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers is hereby awarded to you with a contract price of **Sixty-Six Thousand and 00/100 Pesos (Php 66,000.00) per month**, exclusive of applicable taxes and inclusive of all applicable fees related to the leased premises.

You are therefore required within ten (10) calendar days from receipt of this Notice of Award to formally enter into contract with BCDA. Failure to enter into the said contract shall constitute a sufficient ground for the cancellation of this Award.

Please indicate your concurrence by signing the Notice of Award on the space below "Conforme" and return the same upon signing.

Very truly yours,



JOSHUA M. BINGCANG
President and CEO



Engineering & Social Support Department

DE2025-0174

Conforme:


EARL N. PALMA
LESSOR
Date: 07 FEBRUARY 2025

EARL N. PALMA
25 Bonny Serrano Ave.,
Bagong Lipunan
Crame, Quezon City

Subject: **NOTICE TO PROCEED**
Lease of Temporary Housing Facilities
of PN Senior Officers


Dear **Mr. Palma**:

In connection with the Contract for the lease renewal of Cilantro Block 1 Lot 2, Mahogany Place 3, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers, this notice is hereby given to you to proceed with said undertaking.

Upon receipt of this notice, you shall be responsible to perform the services under the terms and conditions stated in the Contract.

Please indicate your concurrence by signing the Notice to Proceed on the space below "Conforme" and return the same upon signing.

Very truly yours,

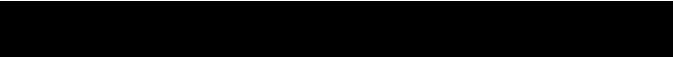

JOSHUA M. BINGCANG
President and CEO



Engineering & Social Support Department

DE2025-0175

Conforme:


EARL N. PALMA

LESSOR

Date: 21 FEBRUARY 2025

**LEASE AGREEMENT OF TEMPORARY HOUSING FACILITIES OF
PN SENIOR OFFICERS**

KNOW ALL MEN BY THESE PRESENTS:

This Lease Agreement (the "Agreement") is made and executed on _____ in Taguig City, by and between:

JASON TIU HAO AND MELISSA GO-HAO, Filipino, of legal age, and with postal address at 10 Mindanao St., Marina Baytown East, Paranaque City, Philippines, hereinafter referred to as the "LESSOR";

and

BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), hereinafter referred to as the "LESSEE"; is a government instrumentality vested with corporate powers duly organized and existing under Republic Act No. 7227 otherwise known as the Bases Conversion and Development Act of 1992, as amended by Republic Act No. 7917, with office address at 2nd Floor, Bonifacio Technology Center, 31st Street, Crescent Park West, Bonifacio Global City, Taguig, Metro Manila, represented herein by its President and Chief Executive Officer, **JOSHUA M. BINGCANG**, who is duly authorized for this purpose, as evidenced by the BCDA Manual of Approval dated 22 November 2017 hereto attached as Annex "A".

WITNESSETH: That –

WHEREAS, the LESSOR is the registered owner possessor of the Leased Premises as evidenced by the following documents attached hereto:

1. Transfer Certificate of Title No. 164-2013001765 (Annex "B")
2. Certification from Project Management Office of Mahogany Place 3 (Annex "C")

WHEREAS, the LESSEE is desirous and agreeable to lease from the LESSOR the Leased Premises from 16 February 2025 to 15 February 2028.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations all hereunder set forth, the LESSOR hereby transfers by way of lease to the LESSEE, and the LESSEE accepts by way of lease from the LESSOR, the Leased Premises under the following terms and conditions:

1. LEASED PREMISES

1.1 The Leased Premises is/are any of the following:

- | | | | |
|-------|---------------------|---|-----------------------|
| 1.1.1 | Project | : | Mahogany Place 3 |
| 1.1.2 | Building / Unit No. | : | Block 01 Lot No. 28 |
| 1.1.3 | Unit Area | : | 75 sqm., more or less |

1.2 The LESSOR hereby acknowledges that the LESSEE has inspected the Leased Premises and accepts the same on a "~~SONY~~ furnished" basis as indicated in the attached inventory list (Annex "D").

2. TERM

2.1 The term of the lease shall be from 16 February 2025 to 15 February 2028 which may be renewed, provided that a written notice of extension or renewal is given to the LESSOR at least forty-five (45) days prior to the expiration of the term of this Agreement. The LESSOR and the LESSEE shall endeavor to execute a lease agreement for the renewal of the term at least one (1) month prior to the expiration of the term of this Agreement.

2.2 The LESSEE may pre-terminate this Agreement after two (2) years from the commencement of the lease, provided the LESSOR is informed in writing at least one (1) month prior to the desired termination date.

2.3 Upon the expiration of the lease period or termination due to default, the LESSOR shall exercise the rights, without the need of any judicial declaration, provided for either by law or in Section 16 of this Agreement.

3. LEASE PAYMENT

3.1 The monthly lease is **Seventy-One Thousand Five Hundred and 00/100 Pesos (Php 71,500.00)**, exclusive of applicable taxes and inclusive of association dues related to the leased premises and share on association dues related to the common area. The LESSEE shall pay the monthly lease every 16th day of the month starting 16 February 2025 to 15 February 2028, without necessity of demand. Failure of the LESSEE to pay monthly lease on due date will be considered as default and will be subject to Section 15 of this Agreement. The LESSEE shall deposit the monthly lease in the LESSOR's bank account as follows:

Bank Name	Metrobank – Aguinaldo Imus Branch
Account Name	MELISSA HAO
Type	Savings Account
Account No.	3033303518747

3.2 Upon signing of this Agreement, the LESSEE shall pay Security Deposit in the amount of **One Hundred Forty-Three Thousand and 00/100 Pesos (Php 143,000.00)** equivalent to two (2) months of the monthly lease which shall be applied in the last two (2) remaining months of the lease. The LESSOR or its authorized representative and the LESSEE shall inspect the Leased Premises on the 34th month to determine any damages.

4. ASSIGNMENT AND SUBLEASE

4.1 The LESSEE shall not assign or transfer its right in this Agreement or sublease or sublet all or any part of the Leased Premises and no right, title or interest thereto or therein shall be conferred to or vested on anyone, other than LESSEE, without the written consent of the LESSOR.

4.2 Any violation of this provision shall put the LESSEE in default.

5. SALE / TRANSFER / MORTGAGE

5.1 In the event of sale, transfer, mortgage, or any encumbrance of the Leased Premises or any existing sale, transfer, mortgage or any encumbrance of the same, the LESSOR shall warrant that the purchaser, mortgagee, or encumbrance shall respect all terms and conditions of this Agreement.

6. RESTRICTION ON THE USE OF LEASED PREMISES

6.1 The LESSEE shall use the Leased Premises exclusively for residential purposes only. The LESSEE shall not use the Leased Premises for any other purposes.

6.2 The guests and visitors may be allowed for visitation purposes only, in the event or occasion shall the guests or visitors be allowed to stay or be accommodated in the Leased Premises for a period not longer than three (3) days except for approved written consent from the LESSOR. All individuals who are deemed trespassing, pose any threats or violations in safety and security of the residents and premises must be immediately escorted out by the PMO security personnel of the Leased Premises.

6.3 Likewise, the LESSEE shall be bound to comply with the Master Deed with Declaration of Restrictions (for condominium corporation) or Deed of Restriction (for homeowners' association), rules, regulations and policies of either the condominium corporation or homeowners' association, as the case may be.

7. IMPROVEMENTS AND ALTERATIONS BY THE LESSEE

7.1 The LESSEE shall not make substantial structural alterations or modifications on the Leased Premises without the prior written consent of the LESSOR and if such consent is granted, shall be at the own expense of the LESSEE. However, all alterations/improvements made by the LESSEE are to its own expense, and improvements shall upon termination of this Agreement automatically inure to the benefit of the Leased Premises and become property of the LESSOR without any obligation to refund the cost to the LESSEE. The LESSEE, however, shall have the absolute right to introduce movable furniture and fixtures and improvements or other things which are not permanent in nature and to remove whichever of the said objects the LESSEE has put in or installed. However, if at the expiration of the term of this Agreement, removal of such things should cause damage or defacement to the Leased Premises, the LESSEE shall fully compensate the LESSOR for such damage.

8. SANITATION AND REPAIRS

8.1 The LESSEE shall keep the Leased Premises clean and in sanitary condition. The LESSOR shall be responsible for all major repairs on the premises caused by force majeure and ordinary wear and tear, except repairs due to the fault or negligence of the LESSEE, members of his/her household, employees, house help, or guests. Routine maintenance of the air-conditioning units shall be for the account of the LESSEE. Should either LESSOR or LESSEE fail to undertake repairs on their respective responsibilities, within a reasonable period of time or within **thirty (30) days**, after due notice, either the LESSOR or the LESSEE as the case may be, at his/her option may undertake such repairs upon proper notification to the party concerned. Upon presentation of satisfactory evidence of the reasonable costs incurred, such costs shall be reimbursed to the party concerned without undue delay.

9. PUBLIC UTILITIES, RISK OF LOSS OR DAMAGES

9.1 The LESSEE shall pay for the utilities on or before its due date which include water, electricity, telephone, cable TV, Internet and WIFI charges. Any delay in payment shall be subject to termination or unavailability of service to be facilitated by the Condominium Corporation or any Third Party Service Provider.

9.2 The LESSOR shall not be accountable or liable for any loss, injury or damages that may be suffered by the LESSEE in the Leased Premises by reason of theft, robbery, arson or other crimes. The LESSEE has no liability in case of earthquakes, flood, and malicious damages by others aside from his/her agents, employees, domestic help, or guests, which are beyond the control of the LESSEE. In case of damage to the Leased Premises, or its appurtenances by fire, earthquake, war, or any other unforeseen cause, the LESSEE shall immediately give notice thereof to the LESSOR. If the Leased Premises shall be damaged by the unforeseen causes as mentioned above without the fault or negligence of the LESSEE, or his/her agents, employees, servants, or guests, the injury or damage shall be repaired, at the expense of the LESSOR, as speedily as possible, after such notice; but if the Leased Premises be so nearly destroyed as to make it untenable, without the fault or negligence of the LESSEE, either party may demand rescission of this Agreement. All advanced rentals shall be refunded by the LESSOR to the LESSEE without necessity of demand.

9.3 The LESSOR shall not be liable nor responsible for any of the following:

9.3.1 For the presence of bugs, vermin, ants, termites, insects of any kind, if any, in the Leased Premises;

9.3.2 For the failure of the water supply, electric current, cable TV, Internet and WIFI signal;

9.3.3 Any injury, loss or damage which the LESSEE, family, agents, guests, or employees might sustain in the Leased Premises, unless the injury, loss or damage is caused by the agents, officers, employees or representatives of the LESSOR;

9.3.4 Any damage done or occasioned by, or arising from plumbing, water, and/or other pipes, or the bursting, leaking, or destruction of any pipe, tank, water closet, electrical and other service utilities; or

9.3.5 Any damage caused by fire, earthquake, strike, demonstration, riot, rebellion, typhoon, flood, war or other unforeseen cause or event.

9.4 No loss or damage in the Leased Premises shall impair the LESSEE's obligations under this Agreement.

10. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

10.1 The LESSEE shall comply with any and all rules, regulations and policies currently existing or which may be promulgated from time to time by the LESSOR, as well as all the House Rules and Regulation implemented by the Condominium Corporation or any rules, regulations, ordinances and laws established by all duly constituted authorities of the Municipal/City or National Government arising from or regarding the use, occupancy, sanitation and pollution of the Leased Premises.

10.2 The LESSEE or any members of the household or a guest or other person under the LESSEE's responsibility shall not engage in acts of violence or illegal activity, including drug-related activity, threats of violence, unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of this Agreement that otherwise jeopardizes the health, safety or welfare of the landlord and the community.

10.3 In the event that the LESSEE is found or known to be engaging in any criminal or illegal activity, the Condominium Corporation and its administration is hereby given full authority by the LESSOR to expel the LESSEE from the premise wherein this Agreement will be subject to pre-termination and all security deposit of the LESSEE will be forfeited by the LESSOR.

11. FIRE HAZARD AND OBNOXIOUS SUBSTANCE

11.1 The LESSEE shall not keep, deposit or store in the Leased Premises any obnoxious substance or inflammable material or substance that might constitute a fire hazard, or might pollute the air and water as prohibited by law, with the exception of keeping 1 LPG cylinder for cooking purposes.

12. TAXES, DUES AND ASSESSMENTS

12.1 Real estate taxes, withholding taxes and other government assessments on the Leased Premises shall be for the account of the LESSOR.

12.2 Joining fees, regular or special assessments levied by the condominium corporation shall be for the sole account of the LESSOR, the amounts of which shall be advised to the LESSOR.

13. INSURANCE

13.1 LESSOR may obtain such insurance policy on the Leased Premises to cover his/her respective insurable interests therein. In this regard, LESSEE shall comply with all the conditions of any insurance policy; shall not permit any article or act which will violate any term of the insurance policy from being brought or committed in the Leased Premises; shall not at any time use or allow the use of electrical systems in excess of the capacity of the existing risers, feeders, and wiring of the Leased Premises, nor use or allow the use of such electrical equipment or appliances, in the Leased Premises or the premises which may cause overloading of the electrical circuits and shall otherwise do or refrain from doing such acts so as not to endanger the safety of the Leased Premises or compromise the coverage under the insurance policies.

14. INSPECTION AND REPAIR OF PREMISES

14.1 During final move in date up to **fifteen (15) days** of occupancy of the unit, the LESSEE shall immediately report any issues with furniture, fixtures or appliances to the LESSOR. Otherwise

if not reported on the said timeline, all other issues that warrant repair or replacement shall all be obligated to the LESSEE.

- 14.2 The LESSEE shall maintain the Leased Premises in good and tenable condition until upon expiration of the term of this Lease Agreement. Likewise, the LESSEE shall surrender and return all the furniture and fixtures identified in the "Inventory List" in good condition as they were actually found at the beginning of the lease; ordinary wear and tear is expected.
- 14.3 The LESSOR or its authorized agent after giving due notice to the LESSEE shall have the right to enter the Leased Premises in the presence of LESSEE or its representative at any reasonable hour to enter and inspect the Leased Premises. The LESSEE hereby agrees to cooperate with the LESSOR in keeping the Leased Premises in good tenable condition.
- 14.4 Upon prior notice of the LESSOR, the LESSEE at any reasonable hour shall give the right of the LESSOR to show/exhibit the Leased Premises to prospective tenants, in case the LESSEE has no more intention of renewing the lease provided that entering the Leased Premises must be in the presence of the LESSEE or its representative.

15. DEFAULT AND CONSEQUENCES OF DEFAULT

- 15.1 Non-payment of the monthly lease based on the agreed timeline, the LESSOR may declare the LESSEE in default by serving a written notice to the LESSEE. Upon the LESSEE being in default, the LESSOR shall, exercise, in addition to any other remedies as may be prescribed by law, the following rights:
- 15.1.1 To terminate this Agreement through serving a written notice to the LESSEE;
- 15.1.2 To immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises;
- 15.1.3 To demand and receive from the LESSEE payment for any and all unpaid rentals and other financial obligations stipulated in, or arising out of this Agreement;
- 15.1.4 To take possession of and sell at public or private sale any and all properties of the LESSEE found in the Leased Premises and to apply the proceeds thereof in payment of any unpaid accounts of the LESSEE;
- 15.1.5 To automatically forfeit in its favor the security deposit and remaining unused amount of rental advance referred to in Section 3.

16. TERMINATION OF LEASE

- 16.1 Upon termination or expiration of the lease for any reasons whatsoever, the LESSEE agrees and warrants to return and peacefully vacate the Leased Premises without necessity of demand. In case of the expiration of the lease period, the LESSOR shall have all the right to immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, all damages caused by such shall all be obligated to the LESSEE. Padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises,

and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises.

16.2 At the termination or expiration of the lease, all keys shall be returned without need of any demand. Likewise, the LESSEE shall deliver the Leased Premises in as good and tenantable condition, in all respects, as the same now are, reasonable wear and tear excepted, devoid of all occupants, furniture, articles and effects of any kind owned by the LESSEE.

17. REPRESENTATION AND WARRANTIES

17.1 The LESSOR represents and warrants that it has good and sufficient title and interest in the Leased Premises and full authority to enter into and execute this Agreement. The LESSOR further covenants that there are no liens, encumbrances or other impediments of title covering the Leased Premises that would impede or prevent the LESSEE from enjoying his/her rights under this Agreement. The LESSOR shall indemnify and hold the LESSEE free and harmless from any and all loss, damage or liability suffered by the LESSEE in the event that this Agreement cannot be enforced due to defect in the LESSOR's title or adverse claims or restrictions thereon. In the event that the LESSEE's peaceful possession of the Leased Premises is interrupted for any reason whatsoever, the LESSOR shall refund to the LESSEE or its authorized representative the unapplied portion of the rent and the full amount of the Security Deposit (after deducting any unpaid utilities of the LESSEE), at the option of the LESSEE, to extend the lease period for such period equivalent to the disruption of the LESSEE's peaceful possession.

17.2 Both parties are qualified under local law, regulations, policies and administrative requirement to do business and to the extent required by applicable law, as may be necessary to enter into this Agreement.

18. NON-WAIVER

18.1 The failure of any party to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be construed as a waiver or relinquishment of any right or remedy the non-defaulting may have, and shall not be a bar for any action it may take, nor shall it be construed as a waiver of any subsequent breach of default of this terms, conditions and covenants hereof, which terms, conditions and covenant shall to be in full force and effect.

18.2 Any waiver of the parties' rights hereunder can only be made in writing.

19. BINDING EFFECT

19.1 This Agreement shall be binding not only between the parties hereto but also upon their respective successors and assigns.

20. AMENDMENT

20.1 This Agreement and any of its terms, clauses and sub-clauses can only be amended, modified, waived, discharged, or terminated by written agreement between LESSOR and LESSEE.

21. GOVERNING LAW

21.1 This Agreement shall be construed under Philippine Law.

22. VENUE

22.1 If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any legal action, suit or proceeding arising out or relating to this Agreement shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

Whenever necessary to promote arbitration or to seek judicial relief, the parties agree that any legal action, suit or proceeding arising out of or relating to this Agreement may be instituted in any competent court in Taguig City, to the exclusion of other courts of equal jurisdiction.

23. LITIGATION

23.1 Notwithstanding any other provision of this Agreement, the prevailing party in any suit or proceeding, judicial or otherwise, arising out of or by reason of this Agreement, shall be entitled to receive from the other party all reasonable expenses, costs of the suit and reasonable attorney's fees not less than 20% of the amount sought to be recovered.

24. SEPARABILITY

24.1 Should any of the terms and conditions or any part or clause of this Agreement be declared void or unenforceable by competent authority, the same shall not invalidate the other terms and conditions, parts or clauses of this Agreement, which shall continue to be in full force and effect.

25. NOTICES

25.1 Any notice or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, e-mail or facsimile to such party at the address specified below:

To the LESSOR:



JASON TIU HAO AND MELISSA GO-HAO
10 Mindanao St. Marina Baytown East
Paranaque City

To the LESSEE:

JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT AUTHORITY
2/F Bonifacio Technology Center,
31st Street corner 2nd Avenue
Bonifacio Global City, Taguig City

FEB 21 2025

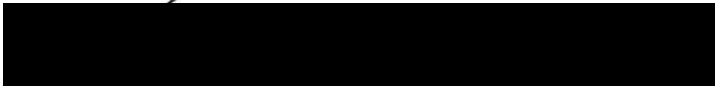
IN WITNESS WHEREOF, the parties hereto have hereunto signed this ____ day of _____,
20__ in Taguig City.



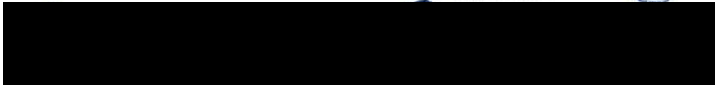
JASON TIU HAO /
MELISSA GO-HAO
LESSOR



JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT
AUTHORITY
LESSEE



8



ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City) SS.

BEFORE ME, a Notary Public for and in Taguig City, personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE/PLACE OF ISSUE
JOSHUA M. BINGCANG	Passport No. P7485833B	27 Aug. 2021/ DFA Angeles
MELISSA GO- HAO	Driver's License No. N02-93-214950	
JASON TIU HAO	Driver's License No. N03-90-043480	

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed confirm their own free acts and the entities they each represent.

SIGNED AND SEALED on _____ in Taguig City, Philippines.

MA. ESMERALDA R. CONRAN
Notary Public for and in Makati City
Until December 31, 2025
Appt. No. M-012 (2024-2025) Makati City
Attorney's Roll No. 34562
MCLE Compliance No. VIII-0009662/valid until 4-14-2028
PTR No. 10467303/1-2-2025/Makati City
IBP Lifetime Member No. 05413
G/F Dela Rosa Carpark I, Dela Rosa St.
Legaspi Village, Makati City

Doc. No. 271
Book No. 46
Page No. XV
Series of 2016.

JASON TIU HAO AND MELISSA GO-HAO
10 Mindanao St., Marina Baytown East
Parañaque City

Subject: **NOTICE OF AWARD**
Lease of Temporary Housing Facilities
of PN Senior Officers

Dear **Mr. and Mrs. Hao:**

We are pleased to notify you that the Contract for the lease renewal of Block 01 Lot 28, Mahogany Place 3, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers is hereby awarded to you with a contract price of **Seventy-One Thousand Five Hundred and 00/100 Pesos (Php 71,500.00) per month**, exclusive of applicable taxes and inclusive of all applicable fees related to the leased premises.

You are therefore required within ten (10) calendar days from receipt of this Notice of Award to formally enter into contract with BCDA. Failure to enter into the said contract shall constitute a sufficient ground for the cancellation of this Award.

Please indicate your concurrence by signing the Notice of Award on the space below "Conforme" and return the same upon signing.

Very truly yours,



JOSHUA M. BINGCANG
President and CEO

Conforme:



JASON TIU HAO / MELISSA GO-HAO
LESSOR

Date: 07 FEBRUARY 2025

JASON TIU HAO AND MELISSA GO-HAO
10 Mindanao St., Marina Baytown East
Parañaque City

Subject: **NOTICE TO PROCEED**
Lease of Temporary Housing Facilities
of PN Senior Officers


Dear **Mr. and Mrs. Hao:**

In connection with the Contract for the lease renewal of Block 01 Lot 28, Mahogany Place 3, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers, this notice is hereby given to you to proceed with said undertaking.


Upon receipt of this notice, you shall be responsible to perform the services under the terms and conditions stated in the Contract.

Please indicate your concurrence by signing the Notice to Proceed on the space below "Conforme" and return the same upon signing.

Very truly yours,


JOSHUA M. BINGCANG
President and CEO

Conforme:


JASON TIU HAO / MELISSA GO-HAO
LESSOR
Date: 21 FEBRUARY 2025

**LEASE AGREEMENT OF TEMPORARY HOUSING FACILITIES OF
PN SENIOR OFFICERS**

KNOW ALL MEN BY THESE PRESENTS:

This Lease Agreement (the "Agreement") is made and executed on _____ in Taguig City, by and between:

ANA MARIE I. BAUTISTA, Filipino, of legal age, and with postal address at Unit 1009 The Lerato Tower 1, Malugay St, Makati City, Philippines, hereinafter referred to as the "LESSOR";

and

BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), hereinafter referred to as the "LESSEE"; is a government instrumentality vested with corporate powers duly organized and existing under Republic Act No. 7227 otherwise known as the Bases Conversion and Development Act of 1992, as amended by Republic Act No. 7917, with office address at 2nd Floor, Bonifacio Technology Center, 31st Street, Crescent Park West, Bonifacio Global City, Taguig, Metro Manila, represented herein by its President and Chief Executive Officer, **JOSHUA M. BINGCANG**, who is duly authorized for this purpose, as evidenced by the BCDA Manual of Approval dated 22 November 2017 hereto attached as Annex "A".

WITNESSETH: That –

WHEREAS, the LESSOR is the registered owner possessor of the Leased Premises as evidenced by the following documents attached hereto:

1. Transfer Certificate of Title No. 164-2012001746 (Annex "B")
2. Deed of Absolute Sale of Undivided Share (Annex "C")
3. Certification from Project Management Office of Mahogany Place 3 (Annex "D")

WHEREAS, the LESSEE is desirous and agreeable to lease from the LESSOR the Leased Premises from 16 February 2025 to 15 February 2028.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations all hereunder set forth, the LESSOR hereby transfers by way of lease to the LESSEE, and the LESSEE accepts by way of lease from the LESSOR, the Leased Premises under the following terms and conditions:

1. LEASED PREMISES

1.1 The Leased Premises is/are any of the following:

- | | | | |
|-------|-----------|---|-----------------------|
| 1.1.1 | Project | : | Mahogany Place 3 |
| 1.1.2 | Unit No. | : | Safron Blk. 12 Lot 13 |
| 1.1.3 | Unit Area | : | 75 sqm., more or less |

1.2 The LESSOR hereby acknowledges that the LESSEE has inspected the Leased Premises and accepts the same on a "**fully furnished**" basis as indicated in the attached inventory list (Annex "E").

2. TERM

2.1 The term of the lease shall be from 16 February 2025 to 15 February 2028 which may be renewed, provided that a written notice of extension or renewal is given to the LESSOR at least forty-five (45) days prior to the expiration of the term of this Agreement. The LESSOR and the LESSEE shall endeavor to execute a lease agreement for the renewal of the term at least one (1) month prior to the expiration of the term of this Agreement.

2.2 The LESSEE may pre-terminate this Agreement after two (2) years from the commencement of the lease, provided the LESSOR is informed in writing at least one (1) month prior to the desired termination date.

2.3 Upon the expiration of the lease period or termination due to default, the LESSOR shall exercise the rights, without the need of any judicial declaration, provided for either by law or in Section 16 of this Agreement.

3. LEASE PAYMENT

3.1 The monthly lease is **Eighty-Eight Thousand and 00/100 Pesos (Php 88,000.00)**, exclusive of applicable taxes and inclusive of association dues related to the leased premises and share on association dues related to the common area. The LESSEE shall pay the monthly lease every 16th day of the month starting 16 February 2025 to 15 February 2028, without necessity of demand. Failure of the LESSEE to pay monthly lease on due date will be considered as default and will be subject to Section 15 of this Agreement. The LESSEE shall deposit the monthly lease in the LESSOR's bank account as follows:

Bank Name	BPI – Infinity Tower, BGC
Account Name	Ana Marie I. Bautista
Type	Current Account
Account No.	4280000979

3.2 Upon signing of this Agreement, the LESSEE shall pay Security Deposit in the amount of **One Hundred Seventy-Six Thousand and 00/100 (Php 176,000.00) Pesos** equivalent to two (2) months of the monthly lease which shall be applied in the last two (2) remaining months of the lease. The LESSOR or its authorized representative and the LESSEE shall inspect the Leased Premises on the 34th month to determine any damages.

4. ASSIGNMENT AND SUBLEASE

4.1 The LESSEE shall not assign or transfer its right in this Agreement or sublease or sublet all or any part of the Leased Premises and no right, title or interest thereto or therein shall be conferred to or vested on anyone, other than LESSEE, without the written consent of the LESSOR.

4.2 Any violation of this provision shall put the LESSEE in default.

5. SALE / TRANSFER / MORTGAGE


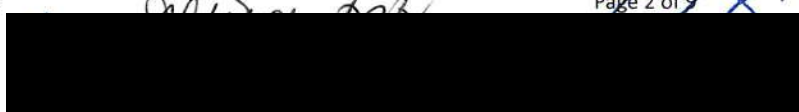
5.1 In the event of sale, transfer, mortgage, or any encumbrance of the Leased Premises or any existing sale, transfer, mortgage or any encumbrance of the same, the LESSOR shall warrant that the purchaser, mortgagee, or encumbrance shall respect all terms and conditions of this Agreement.

6. RESTRICTION ON THE USE OF LEASED PREMISES

6.1 The LESSEE shall use the Leased Premises exclusively for residential purposes only. The LESSEE shall not use the Leased Premises for any other purposes.

6.2 The guests and visitors may be allowed for visitation purposes only, in the event or occasion shall the guests or visitors be allowed to stay or be accommodated in the Leased Premises for a period not longer than three (3) days except for approved written consent from the LESSOR. All individuals who are deemed trespassing, pose any threats or violations in safety and security of the residents and premises must be immediately escorted out by the PMO security personnel of the Leased Premises.

6.3 Likewise, the LESSEE shall be bound to comply with the Master Deed with Declaration of Restrictions (for condominium corporation) or Deed of Restriction (for homeowners' association), rules, regulations and policies of either the condominium corporation or homeowners' association, as the case may be.

7. IMPROVEMENTS AND ALTERATIONS BY THE LESSEE

7.1 The LESSEE shall not make substantial structural alterations or modifications on the Leased Premises without the prior written consent of the LESSOR and if such consent is granted, shall be at the own expense of the LESSEE. However, all alterations/improvements made by the LESSEE are to its own expense, and improvements shall upon termination of this Agreement automatically inure to the benefit of the Leased Premises and become property of the LESSOR without any obligation to refund the cost to the LESSEE. The LESSEE, however, shall have the absolute right to introduce movable furniture and fixtures and improvements or other things which are not permanent in nature and to remove whichever of the said objects the LESSEE has put in or installed. However, if at the expiration of the term of this Agreement, removal of such things should cause damage or defacement to the Leased Premises, the LESSEE shall fully compensate the LESSOR for such damage.

8. SANITATION AND REPAIRS

8.1 The LESSEE shall keep the Leased Premises clean and in sanitary condition. The LESSOR shall be responsible for all major repairs on the premises caused by force majeure and ordinary wear and tear, except repairs due to the fault or negligence of the LESSEE, members of his/her household, employees, house help, or guests. Routine maintenance of the air-conditioning units shall be for the account of the LESSEE. Should either LESSOR or LESSEE fail to undertake repairs on their respective responsibilities, within a reasonable period of time or within **thirty (30) days**, after due notice, either the LESSOR or the LESSEE as the case may be, at his/her option may undertake such repairs upon proper notification to the party concerned. Upon presentation of satisfactory evidence of the reasonable costs incurred, such costs shall be reimbursed to the party concerned without undue delay.

9. PUBLIC UTILITIES, RISK OF LOSS OR DAMAGES

9.1 The LESSEE shall pay for the utilities on or before its due date which include water, electricity, telephone, cable TV, Internet and WIFI charges. Any delay in payment shall be subject to termination or unavailability of service to be facilitated by the Condominium Corporation or any Third Party Service Provider.

9.2 The LESSOR shall not be accountable or liable for any loss, injury or damages that may be suffered by the LESSEE in the Leased Premises by reason of theft, robbery, arson or other crimes. The LESSEE has no liability in case of earthquakes, flood, and malicious damages by others aside from his/her agents, employees, domestic help, or guests, which are beyond the control of the LESSEE. In case of damage to the Leased Premises, or its appurtenances by fire, earthquake, war, or any other unforeseen cause, the LESSEE shall immediately give notice thereof to the LESSOR. If the Leased Premises shall be damaged by the unforeseen causes as mentioned above without the fault or negligence of the LESSEE, or his/her agents, employees, servants, or guests, the injury or damage shall be repaired, at the expense of the LESSOR, as speedily as possible, after such notice; but if the Leased Premises be so nearly destroyed as to make it untenable, without the fault or negligence of the LESSEE, either party may demand rescission of this Agreement. All advanced rentals shall be refunded by the LESSOR to the LESSEE without necessity of demand.

9.3 The LESSOR shall not be liable nor responsible for any of the following:

9.3.1 For the presence of bugs, vermin, ants, termites, insects of any kind, if any, in the Leased Premises;

9.3.2 For the failure of the water supply, electric current, cable TV, Internet and WIFI signal;

9.3.3 Any injury, loss or damage which the LESSEE, family, agents, guests, or employees might sustain in the Leased Premises, unless the injury, loss or damage is caused by the agents, officers, employees or representatives of the LESSOR;

9.3.4 Any damage done or occasioned by, or arising from plumbing, water, and/or other pipes, or the bursting, leaking, or destruction of any pipe, tank, water closet, electrical and other service utilities; or

9.3.5 Any damage caused by fire, earthquake, strike, demonstration, riot, rebellion, typhoon, flood, war or other unforeseen cause or event.

9.4 No loss or damage in the Leased Premises shall impair the LESSEE's obligations under this Agreement.

10. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

10.1 The LESSEE shall comply with any and all rules, regulations and policies currently existing or which may be promulgated from time to time by the LESSOR, as well as all the House Rules and Regulation implemented by the Condominium Corporation or any rules, regulations, ordinances and laws established by all duly constituted authorities of the Municipal/City or National Government arising from or regarding the use, occupancy, sanitation and pollution of the Leased Premises.

10.2 The LESSEE or any members of the household or a guest or other person under the LESSEE's responsibility shall not engage in acts of violence or illegal activity, including drug-related activity, threats of violence, unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of this Agreement that otherwise jeopardizes the health, safety or welfare of the landlord and the community.

10.3 In the event that the LESSEE is found or known to be engaging in any criminal or illegal activity, the Condominium Corporation and its administration is hereby given full authority by the LESSOR to expel the LESSEE from the premise wherein this Agreement will be subject to pre-termination and all security deposit of the LESSEE will be forfeited by the LESSOR.

11. FIRE HAZARD AND OBNOXIOUS SUBSTANCE

11.1 The LESSEE shall not keep, deposit or store in the Leased Premises any obnoxious substance or inflammable material or substance that might constitute a fire hazard, or might pollute the air and water as prohibited by law, with the exception of keeping 1 LPG cylinder for cooking purposes.

12. TAXES, DUES AND ASSESSMENTS

12.1 Real estate taxes, withholding taxes and other government assessments on the Leased Premises shall be for the account of the LESSOR.

12.2 Joining fees, regular or special assessments levied by the condominium corporation shall be for the sole account of the LESSOR, the amounts of which shall be advised to the LESSOR.

13. INSURANCE

13.1 LESSOR may obtain such insurance policy on the Leased Premises to cover his/her respective insurable interests therein. In this regard, LESSEE shall comply with all the conditions of any insurance policy; shall not permit any article or act which will violate any term of the insurance policy from being brought or committed in the Leased Premises; shall not at any time use or allow the use of electrical systems in excess of the capacity of the existing risers, feeders, and wiring of the Leased Premises, nor use or allow the use of such electrical equipment or appliances, in the Leased Premises or the premises which may cause overloading of the electrical circuits and shall otherwise do or refrain from doing such acts so as not to endanger the safety of the Leased Premises or compromise the coverage under the insurance policies.

14. INSPECTION AND REPAIR OF PREMISES

14.1 During final move in date up to **fifteen (15) days** of occupancy of the unit, the LESSEE shall immediately report any issues with furniture, fixtures or appliances to the LESSOR. Otherwise

if not reported on the said timeline, all other issues that warrant repair or replacement shall all be obligated to the LESSEE.

- 14.2 The LESSEE shall maintain the Leased Premises in good and tenable condition until upon expiration of the term of this Lease Agreement. Likewise, the LESSEE shall surrender and return all the furniture and fixtures identified in the "**Inventory List**" in good condition as they were actually found at the beginning of the lease; ordinary wear and tear is expected.
- 14.3 The LESSOR or its authorized agent after giving due notice to the LESSEE shall have the right to enter the Leased Premises in the presence of LESSEE or its representative at any reasonable hour to enter and inspect the Leased Premises. The LESSEE hereby agrees to cooperate with the LESSOR in keeping the Leased Premises in good tenable condition.
- 14.4 Upon prior notice of the LESSOR, the LESSEE at any reasonable hour shall give the right of the LESSOR to show/exhibit the Leased Premises to prospective tenants, in case the LESSEE has no more intention of renewing the lease provided that entering the Leased Premises must be in the presence of the LESSEE or its representative.

15. DEFAULT AND CONSEQUENCES OF DEFAULT

- 15.1 Non-payment of the monthly lease based on the agreed timeline, the LESSOR may declare the LESSEE in default by serving a written notice to the LESSEE. Upon the LESSEE being in default, the LESSOR shall, exercise, in addition to any other remedies as may be prescribed by law, the following rights:
 - 15.1.1 To terminate this Agreement through serving a written notice to the LESSEE;
 - 15.1.2 To immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises;
 - 15.1.3 To demand and receive from the LESSEE payment for any and all unpaid rentals and other financial obligations stipulated in, or arising out of this Agreement;
 - 15.1.4 To take possession of and sell at public or private sale any and all properties of the LESSEE found in the Leased Premises and to apply the proceeds thereof in payment of any unpaid accounts of the LESSEE;
 - 15.1.5 To automatically forfeit in its favor the security deposit and remaining unused amount of rental advance referred to in Section 3.

16. TERMINATION OF LEASE

- 16.1 Upon termination or expiration of the lease for any reasons whatsoever, the LESSEE agrees and warrants to return and peacefully vacate the Leased Premises without necessity of demand. In case of the expiration of the lease period, the LESSOR shall have all the right to immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, all damages caused by such shall all be obligated to the LESSEE. Padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises,

and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises.

16.2 At the termination or expiration of the lease, all keys shall be returned without need of any demand. Likewise, the LESSEE shall deliver the Leased Premises in as good and tenantable condition, in all respects, as the same now are, reasonable wear and tear excepted, devoid of all occupants, furniture, articles and effects of any kind owned by the LESSEE.

17. REPRESENTATION AND WARRANTIES

17.1 The LESSOR represents and warrants that it has good and sufficient title and interest in the Leased Premises and full authority to enter into and execute this Agreement. The LESSOR further covenants that there are no liens, encumbrances or other impediments of title covering the Leased Premises that would impede or prevent the LESSEE from enjoying his/her rights under this Agreement. The LESSOR shall indemnify and hold the LESSEE free and harmless from any and all loss, damage or liability suffered by the LESSEE in the event that this Agreement cannot be enforced due to defect in the LESSOR's title or adverse claims or restrictions thereon. In the event that the LESSEE's peaceful possession of the Leased Premises is interrupted for any reason whatsoever, the LESSOR shall refund to the LESSEE or its authorized representative the unapplied portion of the rent and the full amount of the Security Deposit (after deducting any unpaid utilities of the LESSEE), at the option of the LESSEE, to extend the lease period for such period equivalent to the disruption of the LESSEE's peaceful possession.

17.2 Both parties are qualified under local law, regulations, policies and administrative requirement to do business and to the extent required by applicable law, as may be necessary to enter into this Agreement.

18. NON-WAIVER

18.1 The failure of any party to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be construed as a waiver or relinquishment of any right or remedy the non-defaulting may have, and shall not be a bar for any action it may take, nor shall it be construed as a waiver of any subsequent breach of default of this terms, conditions and covenants hereof, which terms, conditions and covenant shall to be in full force and effect.

18.2 Any waiver of the parties' rights hereunder can only be made in writing.

19. BINDING EFFECT

19.1 This Agreement shall be binding not only between the parties hereto but also upon their respective successors and assigns.

20. AMENDMENT

20.1 This Agreement and any of its terms, clauses and sub-clauses can only be amended, modified, waived, discharged, or terminated by written agreement between LESSOR and LESSEE.

21. GOVERNING LAW

21.1 This Agreement shall be construed under Philippine Law.

22. VENUE

22.1 If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any legal action, suit or proceeding arising out or relating to this Agreement shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

Whenever necessary to promote arbitration or to seek judicial relief, the parties agree that any legal action, suit or proceeding arising out of or relating to this Agreement may be instituted in any competent court in Taguig City, to the exclusion of other courts of equal jurisdiction.

23. LITIGATION

23.1 Notwithstanding any other provision of this Agreement, the prevailing party in any suit or proceeding, judicial or otherwise, arising out of or by reason of this Agreement, shall be entitled to receive from the other party all reasonable expenses, costs of the suit and reasonable attorney's fees not less than 20% of the amount sought to be recovered.

24. SEPARABILITY


24.1 Should any of the terms and conditions or any part or clause of this Agreement be declared void or unenforceable by competent authority, the same shall not invalidate the other terms and conditions, parts or clauses of this Agreement, which shall continue to be in full force and effect.

25. NOTICES

25.1 Any notice or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, e-mail or facsimile to such party at the address specified below:



To the LESSOR:

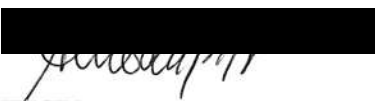

ANA MARIE I. BAUTISTA
Unit 1009 The Lerato Tower 1
Malugay St., Makati City


To the LESSEE:

JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT AUTHORITY
2/F Bonifacio Technology Center,
31st Street corner 2nd Avenue
Bonifacio Global City, Taguig City

FEB 21 2025

IN WITNESS WHEREOF, the parties hereto have hereunto signed this ____ day of _____,
20__ in Taguig City.


ANA MARIE I. BAUTISTA
LESSOR


JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT
AUTHORITY
LESSEE



Engineering & Social Support Department

DE2025-0167

ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City, **MAKATI CITY**) SS.

BEFORE ME, a Notary Public for and in Taguig City, personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE/PLACE OF ISSUE
JOSHUA M. BINGCANG	[REDACTED]	27 Aug. 2021/ S
ANA MARIE I. BAUTISTA	[REDACTED]	8/ DFA Manila

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed confirm their own free acts and the entities they each represent.

SIGNED AND SEALED on **FEB 21 2025** in Taguig City, Philippines
[REDACTED]

Doc. No. 222
Book No. 46
Page No. xv
Series of 2025

MA. ESMERALDA R. CUNANAN
Notary Public for and in Makati City
Until December 31, 2025
Anot. No. M-013 (2024-2025) Makati City
Attorney's Roll No. 34562
MCLE Compliance No. VIII-0009662/valid until 4-14-2028
PTR No. 10467303/1-2-2025/Makati City
IBP Lifetime Member No. 05413
G/F Dela Rosa Carpark 1, Dela Rosa St.
Legaspi Village, Makati City





ANA MARIE I. BAUTISTA
Unit 1009 The Lerato Tower 1
Malugay St., Makati City

Subject: **NOTICE OF AWARD**
Lease of Temporary Housing Facilities
of PN Senior Officers

Dear **Ms. Bautista**:

We are pleased to notify you that the Contract for the lease renewal of Safron Block 12 Lot 13, Mahogany Place 3, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers is hereby awarded to you with a contract price of **Eighty-Eight Thousand and 00/100 Pesos (Php 88,000.00) per month**, exclusive of applicable taxes and inclusive of all applicable fees related to the leased premises.

You are therefore required within ten (10) calendar days from receipt of this Notice of Award to formally enter into contract with BCDA. Failure to enter into the said contract shall constitute a sufficient ground for the cancellation of this Award.

Please indicate your concurrence by signing the Notice of Award on the space below "Conforme" and return the same upon signing.

Very truly yours,

[Redacted Signature]

JOSHUA M. BINGCANG
President and CEO

Conforme:

[Redacted Signature]

ANA MARIE I. BAUTISTA
LESSOR

Date: 07 FEBRUARY 2025

ANA MARIE I. BAUTISTA
Unit 1009 The Lerato Tower 1
Malugay St., Makati City

Subject: **NOTICE TO PROCEED**
Lease of Temporary Housing Facilities
of PN Senior Officers

Dear **Ms. Bautista:**

In connection with the Contract for the lease renewal of Safron Block 12 Lot 13, Mahogany Place 3, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers, this notice is hereby given to you to proceed with said undertaking.

Upon receipt of this notice, you shall be responsible to perform the services under the terms and conditions stated in the Contract.

Please indicate your concurrence by signing the Notice to Proceed on the space below "Conforme" and return the same upon signing.

Very truly yours,



JOSHUA M. BINGCANG
President and CEO

Conforme:



ANA MARIE I. BAUTISTA
LESSOR

Date: 21 FEBRUARY 2025

**LEASE AGREEMENT OF TEMPORARY HOUSING FACILITIES OF
PN SENIOR OFFICERS**

KNOW ALL MEN BY THESE PRESENTS:

This Lease Agreement (the "Agreement") is made and executed on _____ in Taguig City, by and between:

SOCORRO ANNA S. UNSON, Filipino, of legal age, and with postal address at 11 Dimas Avenue, Mahogany Place 2, Acacia Estates, Taguig City, Philippines, hereinafter referred to as the "LESSOR";

and

BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), hereinafter referred to as the "LESSEE"; is a government instrumentality vested with corporate powers duly organized and existing under Republic Act No. 7227 otherwise known as the Bases Conversion and Development Act of 1992, as amended by Republic Act No. 7917, with office address at 2nd Floor, Bonifacio Technology Center, 31st Street, Crescent Park West, Bonifacio Global City, Taguig, Metro Manila, represented herein by its President and Chief Executive Officer, **JOSHUA M. BINGCANG**, who is duly authorized for this purpose, as evidenced by the BCDA Manual of Approval dated 22 November 2017 hereto attached as Annex "A".

WITNESSETH: That –

WHEREAS, the LESSOR is the registered owner possessor of the Leased Premises as evidenced by the following documents attached hereto:

1. Transfer Certificate of Title No. 9519 (Annex "B")
2. Certification from Property Management Office of Mahogany Place 3 (Annex "C")

WHEREAS, the LESSEE is desirous and agreeable to lease from the LESSOR the Leased Premises from 16 February 2025 to 15 February 2028.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations all hereunder set forth, the LESSOR hereby transfers by way of lease to the LESSEE, and the LESSEE accepts by way of lease from the LESSOR, the Leased Premises under the following terms and conditions:

1. LEASED PREMISES

1.1 The Leased Premises is/are any of the following:

- | | | | |
|-------|---------------------|---|---------------------------------|
| 1.1.1 | Project | : | Mahogany Place 2 |
| 1.1.2 | Building / Unit No. | : | Block 4 Lot 13 San Dimas Avenue |
| 1.1.3 | Unit Area | : | 112 sqm., more or less |

1.2 The LESSOR hereby acknowledges that the LESSEE has inspected the Leased Premises and accepts the same on a "**fully furnished**" basis as indicated in the attached inventory list (Annex "D").

2. TERM

2.1 The term of the lease shall be from 16 February 2025 to 15 February 2028 which may be renewed, provided that a written notice of extension or renewal is given to the LESSOR at least forty-five (45) days prior to the expiration of the term of this Agreement. The LESSOR and the LESSEE shall endeavor to execute a lease agreement for the renewal of the term at least one (1) month prior to the expiration of the term of this Agreement.

2.2 The LESSEE may pre-terminate this Agreement after two (2) years from the commencement of the lease, provided the LESSOR is informed in writing at least one (1) month prior to the desired termination date.

- 2.3 Upon the expiration of the lease period or termination due to default, the LESSOR shall exercise the rights, without the need of any judicial declaration, provided for either by law or in Section 16 of this Agreement.

3. LEASE PAYMENT

- 3.1 The monthly lease is **Eighty-Eight Thousand and 00/100 Pesos (Php 88,000.00)**, exclusive of applicable taxes and inclusive of association dues related to the leased premises and share on association dues related to the common area. The LESSEE shall pay the monthly lease every 16th day of the month starting 16 February 2025 to 15 February 2028, without necessity of demand. Failure of the LESSEE to pay monthly lease on due date will be considered as default and will be subject to Section 15 of this Agreement. The LESSEE shall deposit the monthly lease in the LESSOR's bank account as follows:

Bank Name	BDO – Bocobo Pedro Gil Branch
Account Name	Socorro Anna S. Unson
Type	Savings Account
Account No.	003530012542

- 3.2 Upon signing of this Agreement, the LESSEE shall pay Security Deposit in the amount of **One Hundred Seventy-Six Thousand and 00/100 Pesos (Php 176,000.00) equivalent to two (2) months of the monthly lease which shall be** applied in the last two (2) remaining months of the lease. The LESSOR or its authorized representative and the LESSEE shall inspect the Leased Premises on the 34th month to determine any damages.

4. ASSIGNMENT AND SUBLEASE

- 4.1 The LESSEE shall not assign or transfer its right in this Agreement or sublease or sublet all or any part of the Leased Premises and no right, title or interest thereto or therein shall be conferred to or vested on anyone, other than LESSEE, without the written consent of the LESSOR.
- 4.2 Any violation of this provision shall put the LESSEE in default.

5. SALE / TRANSFER / MORTGAGE

- 5.1 In the event of sale, transfer, mortgage, or any encumbrance of the Leased Premises or any existing sale, transfer, mortgage or any encumbrance of the same, the LESSOR shall warrant that the purchaser, mortgagee, or encumbrance shall respect all terms and conditions of this Agreement.

6. RESTRICTION ON THE USE OF LEASED PREMISES

- 6.1 The LESSEE shall use the Leased Premises exclusively for residential purposes only. The LESSEE shall not use the Leased Premises for any other purposes.
- 6.2 The guests and visitors may be allowed for visitation purposes only, in the event or occasion shall the guests or visitors be allowed to stay or be accommodated in the Leased Premises for a period not longer than three (3) days except for approved written consent from the LESSOR. All individuals who are deemed trespassing, pose any threats or violations in safety and security of the residents and premises must be immediately escorted out by the PMO security personnel of the Leased Premises.
- 6.3 Likewise, the LESSEE shall be bound to comply with the Master Deed with Declaration of Restrictions (for condominium corporation) or Deed of Restriction (for homeowners' association), rules, regulations and policies of either the condominium corporation or homeowners' association, as the case may be.

7. IMPROVEMENTS AND ALTERATIONS BY THE LESSEE

7.1 The LESSEE shall not make substantial structural alterations or modifications on the Leased Premises without the prior written consent of the LESSOR and if such consent is granted, shall be at the own expense of the LESSEE. However, all alterations/improvements made by the LESSEE are to its own expense, and improvements shall upon termination of this Agreement automatically inure to the benefit of the Leased Premises and become property of the LESSOR without any obligation to refund the cost to the LESSEE. The LESSEE, however, shall have the absolute right to introduce movable furniture and fixtures and improvements or other things which are not permanent in nature and to remove whichever of the said objects the LESSEE has put in or installed. However, if at the expiration of the term of this Agreement, removal of such things should cause damage or defacement to the Leased Premises, the LESSEE shall fully compensate the LESSOR for such damage.

8. SANITATION AND REPAIRS

8.1 The LESSEE shall keep the Leased Premises clean and in sanitary condition. The LESSOR shall be responsible for all major repairs on the premises caused by force majeure and ordinary wear and tear, except repairs due to the fault or negligence of the LESSEE, members of his/her household, employees, house help, or guests. Routine maintenance of the air-conditioning units shall be for the account of the LESSEE. Should either LESSOR or LESSEE fail to undertake repairs on their respective responsibilities, within a reasonable period of time or within **thirty (30) days**, after due notice, either the LESSOR or the LESSEE as the case may be, at his/her option may undertake such repairs upon proper notification to the party concerned. Upon presentation of satisfactory evidence of the reasonable costs incurred, such costs shall be reimbursed to the party concerned without undue delay.

9. PUBLIC UTILITIES, RISK OF LOSS OR DAMAGES

9.1 The LESSEE shall pay for the utilities on or before its due date which include water, electricity, telephone, cable TV, Internet and WIFI charges. Any delay in payment shall be subject to termination or unavailability of service to be facilitated by the Condominium Corporation or any Third Party Service Provider.

9.2 The LESSOR shall not be accountable or liable for any loss, injury or damages that may be suffered by the LESSEE in the Leased Premises by reason of theft, robbery, arson or other crimes. The LESSEE has no liability in case of earthquakes, flood, and malicious damages by others aside from his/her agents, employees, domestic help, or guests, which are beyond the control of the LESSEE. In case of damage to the Leased Premises, or its appurtenances by fire, earthquake, war, or any other unforeseen cause, the LESSEE shall immediately give notice thereof to the LESSOR. If the Leased Premises shall be damaged by the unforeseen causes as mentioned above without the fault or negligence of the LESSEE, or his/her agents, employees, servants, or guests, the injury or damage shall be repaired, at the expense of the LESSOR, as speedily as possible, after such notice; but if the Leased Premises be so nearly destroyed as to make it untenable, without the fault or negligence of the LESSEE, either party may demand rescission of this Agreement. All advanced rentals shall be refunded by the LESSOR to the LESSEE without necessity of demand.

9.3 The LESSOR shall not be liable nor responsible for any of the following:

9.3.1 For the presence of bugs, vermin, ants, termites, insects of any kind, if any, in the Leased Premises;

9.3.2 For the failure of the water supply, electric current, cable TV, Internet and WIFI signal;

9.3.3 Any injury, loss or damage which the LESSEE, family, agents, guests, or employees might sustain in the Leased Premises, unless the injury, loss or damage is caused by the agents, officers, employees or representatives of the LESSOR;

9.3.4 Any damage done or occasioned by, or arising from plumbing, water, and/or other pipes, or the bursting, leaking, or destruction of any pipe, tank, water closet, electrical and other service utilities; or

[Redacted signature]

[Redacted signature]

9.3.5 Any damage caused by fire, earthquake, strike, demonstration, riot, rebellion, typhoon, flood, war or other unforeseen cause or event.

9.4 No loss or damage in the Leased Premises shall impair the LESSEE's obligations under this Agreement.

10. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

10.1 The LESSEE shall comply with any and all rules, regulations and policies currently existing or which may be promulgated from time to time by the LESSOR, as well as all the House Rules and Regulation implemented by the Condominium Corporation or any rules, regulations, ordinances and laws established by all duly constituted authorities of the Municipal/City or National Government arising from or regarding the use, occupancy, sanitation and pollution of the Leased Premises.

10.2 The LESSEE or any members of the household or a guest or other person under the LESSEE's responsibility shall not engage in acts of violence or illegal activity, including drug-related activity, threats of violence, unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of this Agreement that otherwise jeopardizes the health, safety or welfare of the landlord and the community.

10.3 In the event that the LESSEE is found or known to be engaging in any criminal or illegal activity, the Condominium Corporation and its administration is hereby given full authority by the LESSOR to expel the LESSEE from the premise wherein this Agreement will be subject to pre-termination and all security deposit of the LESSEE will be forfeited by the LESSOR.

11. FIRE HAZARD AND OBNOXIOUS SUBSTANCE

11.1 The LESSEE shall not keep, deposit or store in the Leased Premises any obnoxious substance or inflammable material or substance that might constitute a fire hazard, or might pollute the air and water as prohibited by law, with the exception of keeping 1 LPG cylinder for cooking purposes.

12. TAXES, DUES AND ASSESSMENTS

12.1 Real estate taxes, withholding taxes and other government assessments on the Leased Premises shall be for the account of the LESSOR.

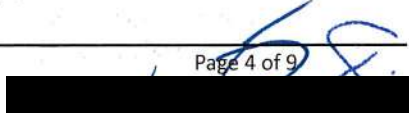
12.2 Joining fees, regular or special assessments levied by the condominium corporation shall be for the sole account of the LESSOR, the amounts of which shall be advised to the LESSOR.

13. INSURANCE

13.1 LESSOR may obtain such insurance policy on the Leased Premises to cover his/her respective insurable interests therein. In this regard, LESSEE shall comply with all the conditions of any insurance policy; shall not permit any article or act which will violate any term of the insurance policy from being brought or committed in the Leased Premises; shall not at any time use or allow the use of electrical systems in excess of the capacity of the existing risers, feeders, and wiring of the Leased Premises, nor use or allow the use of such electrical equipment or appliances, in the Leased Premises or the premises which may cause overloading of the electrical circuits and shall otherwise do or refrain from doing such acts so as not to endanger the safety of the Leased Premises or compromise the coverage under the insurance policies.

14. INSPECTION AND REPAIR OF PREMISES

14.1 During final move in date up to **fifteen (15) days** of occupancy of the unit, the LESSEE shall immediately report any issues with furniture, fixtures or appliances to the LESSOR. Otherwise



if not reported on the said timeline, all other issues that warrant repair or replacement shall all be obligated to the LESSEE.

- 14.2 The LESSEE shall maintain the Leased Premises in good and tenantable condition until upon expiration of the term of this Lease Agreement. Likewise, the LESSEE shall surrender and return all the furniture and fixtures identified in the "Inventory List" in good condition as they were actually found at the beginning of the lease; ordinary wear and tear is expected.
- 14.3 The LESSOR or its authorized agent after giving due notice to the LESSEE shall have the right to enter the Leased Premises in the presence of LESSEE or its representative at any reasonable hour to enter and inspect the Leased Premises. The LESSEE hereby agrees to cooperate with the LESSOR in keeping the Leased Premises in good tenantable condition.
- 14.4 Upon prior notice of the LESSOR, the LESSEE at any reasonable hour shall give the right of the LESSOR to show/exhibit the Leased Premises to prospective tenants, in case the LESSEE has no more intention of renewing the lease provided that entering the Leased Premises must be in the presence of the LESSEE or its representative.

15. DEFAULT AND CONSEQUENCES OF DEFAULT

- 15.1 Non-payment of the monthly lease based on the agreed timeline, the LESSOR may declare the LESSEE in default by serving a written notice to the LESSEE. Upon the LESSEE being in default, the LESSOR shall, exercise, in addition to any other remedies as may be prescribed by law, the following rights:
 - 15.1.1 To terminate this Agreement through serving a written notice to the LESSEE;
 - 15.1.2 To immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises;
 - 15.1.3 To demand and receive from the LESSEE payment for any and all unpaid rentals and other financial obligations stipulated in, or arising out of this Agreement;
 - 15.1.4 To take possession of and sell at public or private sale any and all properties of the LESSEE found in the Leased Premises and to apply the proceeds thereof in payment of any unpaid accounts of the LESSEE;
 - 15.1.5 To automatically forfeit in its favor the security deposit and remaining unused amount of rental advance referred to in Section 3.

16. TERMINATION OF LEASE

- 16.1 Upon termination or expiration of the lease for any reasons whatsoever, the LESSEE agrees and warrants to return and peacefully vacate the Leased Premises without necessity of demand. In case of the expiration of the lease period, the LESSOR shall have all the right to immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, all damages caused by such shall all be obligated to the LESSEE. Padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises,

and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises.

- 16.2 At the termination or expiration of the lease, all keys shall be returned without need of any demand. Likewise, the LESSEE shall deliver the Leased Premises in as good and tenantable condition, in all respects, as the same now are, reasonable wear and tear excepted, devoid of all occupants, furniture, articles and effects of any kind owned by the LESSEE.

17. REPRESENTATION AND WARRANTIES

- 17.1 The LESSOR represents and warrants that it has good and sufficient title and interest in the Leased Premises and full authority to enter into and execute this Agreement. The LESSOR further covenants that there are no liens, encumbrances or other impediments of title covering the Leased Premises that would impede or prevent the LESSEE from enjoying his/her rights under this Agreement. The LESSOR shall indemnify and hold the LESSEE free and harmless from any and all loss, damage or liability suffered by the LESSEE in the event that this Agreement cannot be enforced due to defect in the LESSOR's title or adverse claims or restrictions thereon. In the event that the LESSEE's peaceful possession of the Leased Premises is interrupted for any reason whatsoever, the LESSOR shall refund to the LESSEE or its authorized representative the unapplied portion of the rent and the full amount of the Security Deposit (after deducting any unpaid utilities of the LESSEE), at the option of the LESSEE, to extend the lease period for such period equivalent to the disruption of the LESSEE's peaceful possession.
- 17.2 Both parties are qualified under local law, regulations, policies and administrative requirement to do business and to the extent required by applicable law, as may be necessary to enter into this Agreement.

18. NON-WAIVER

- 18.1 The failure of any party to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be construed as a waiver or relinquishment of any right or remedy the non-defaulting may have, and shall not be a bar for any action it may take, nor shall it be construed as a waiver of any subsequent breach of default of this terms, conditions and covenants hereof, which terms, conditions and covenant shall to be in full force and effect.
- 18.2 Any waiver of the parties' rights hereunder can only be made in writing.

19. BINDING EFFECT

- 19.1 This Agreement shall be binding not only between the parties hereto but also upon their respective successors and assigns.

20. AMENDMENT

- 20.1 This Agreement and any of its terms, clauses and sub-clauses can only be amended, modified, waived, discharged, or terminated by written agreement between LESSOR and LESSEE.

21. GOVERNING LAW

- 21.1 This Agreement shall be construed under Philippine Law.

22. VENUE

22.1 If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any legal action, suit or proceeding arising out or relating to this Agreement shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

Whenever necessary to promote arbitration or to seek judicial relief, the parties agree that any legal action, suit or proceeding arising out of or relating to this Agreement may be instituted in any competent court in Taguig City, to the exclusion of other courts of equal jurisdiction.

23. LITIGATION

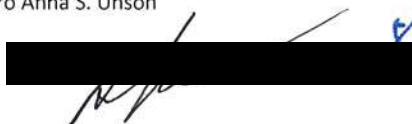
23.1 Notwithstanding any other provision of this Agreement, the prevailing party in any suit or proceeding, judicial or otherwise, arising out of or by reason of this Agreement, shall be entitled to receive from the other party all reasonable expenses, costs of the suit and reasonable attorney's fees not less than 20% of the amount sought to be recovered.

24. SEPARABILITY


24.1 Should any of the terms and conditions or any part or clause of this Agreement be declared void or unenforceable by competent authority, the same shall not invalidate the other terms and conditions, parts or clauses of this Agreement, which shall continue to be in full force and effect.

25. NOTICES

25.1 Any notice or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, e-mail or facsimile to such party at the address specified below:



To the LESSOR:


SOCORRO ANNA S. UNSON
11 Dimas Avenue, Mahogany Place 2,
Acacia Estate, Taguig City


To the LESSEE:

JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT AUTHORITY
2/F Bonifacio Technology Center,
31st Street corner 2nd Avenue
Bonifacio Global City, Taguig City

FEB 21 2025

IN WITNESS WHEREOF, the parties hereto have hereunto signed this ____ day of _____,
20__ in Taguig City.


SOCORRO ANNA S. UNSON
LESSOR


JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT
AUTHORITY
LESSEE





ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City) SS.
MAKATI CITY

BEFORE ME, a Notary Public for and in Taguig City, personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE/PLACE OF ISSUE
JOSHUA M. BINGCANG	[REDACTED]	[REDACTED]
SOCORRO ANITA S. UNSON	[REDACTED]	[REDACTED]

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed confirm their own free acts and the entities they each represent.

SIGNED AND SEALED on FEB 21 2025 in Taguig City, Philippines.

[REDACTED]

Doc. No. 270
Book No. 45
Page No. XV
Series of 1025

MA. ESMERALDA R. CUNANAN
Notary Public for and in Makati City
Until December 31, 2025
Appt. No. M-013 (2024-2025) Makati City
Attorney's Roll No. 34502
MCLE Compliance No. VIII-0009662/valid until 4-14-2028
PTR No. 10467303/1-2-2025/Makati City
IBP Lifetime Member No. 05413
3/F Dela Rosa Carpark I, Dela Rosa St.
Legaspi Village, Makati City

[REDACTED]

SOCORRO ANNA S. UNSON
11 Dimas Avenue, Mahogany Place 2
Acacia Estates, Taguig City

Subject: **NOTICE OF AWARD**
Lease of Temporary Housing Facilities
of PN Senior Officers


Dear **Ms. Unson**:

We are pleased to notify you that the Contract for the lease renewal of Block 4 Lot 13, Mahogany Place 2, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers is hereby awarded to you with a contract price of **Eighty-Eight Thousand and 00/100 Pesos (Php 88,000.00) per month**, exclusive of applicable taxes and inclusive of all applicable fees related to the leased premises.

You are therefore required within ten (10) calendar days from receipt of this Notice of Award to formally enter into contract with BCDA. Failure to enter into the said contract shall constitute a sufficient ground for the cancellation of this Award.

Please indicate your concurrence by signing the Notice of Award on the space below "Conforme" and return the same upon signing.

Very truly yours,


JOSHUA M. BINGCANG
President and CEO

Conforme:


SOCORRO ANNA S. UNSON
LESSOR
Date: 07 FEBRUARY 2025

SOCORRO ANNA S. UNSON
11 Dimas Avenue, Mahogany Place 2
Acacia Estates, Taguig City

Subject: **NOTICE TO PROCEED**
Lease of Temporary Housing Facilities
of PN Senior Officers


Dear **Ms. Unson**:

In connection with the Contract for the lease renewal of Block 4 Lot 13, Mahogany Place 2, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers, this notice is hereby given to you to proceed with said undertaking.

Upon receipt of this notice, you shall be responsible to perform the services under the terms and conditions stated in the Contract.

Please indicate your concurrence by signing the Notice to Proceed on the space below "Conforme" and return the same upon signing.

Very truly yours,



JOSHUA M. BINGCANG
President and CEO



Engineering & Social Support Department

DE2025-0166

Conforme:


SOCORRO ANNA S. UNSON
LESSOR
Date: 21 FEBRUARY 2025

**LEASE AGREEMENT FOR TEMPORARY HOUSING FACILITIES OF
PN SENIOR OFFICERS**

KNOW ALL MEN BY THESE PRESENTS:

This Lease Agreement (the "Agreement") is made and executed on _____ in Taguig City, by and between:

MICHELLE L. MATIAS, Filipino, of legal age, and with postal address at Unit 115 Karon Building, Royal Palm Residences, Taguig City, Philippines, hereinafter referred to as the "LESSOR";

and

BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), hereinafter referred to as the "LESSEE"; is a government instrumentality vested with corporate powers duly organized and existing under Republic Act No. 7227 otherwise known as the Bases Conversion and Development Act of 1992, as amended by Republic Act No. 7917, with office address at 2nd Floor, Bonifacio Technology Center, 31st Street, Crescent Park West, Bonifacio Global City, Taguig, Metro Manila, represented herein by its President and Chief Executive Officer, **JOSHUA M. BINGCANG**, who is duly authorized for this purpose, as evidenced by the BCDA Manual of Approval dated 22 November 2017 hereto attached as Annex "A".

WITNESSETH: That –

WHEREAS, the LESSOR is the registered owner possessor of the Leased Premises as evidenced by the following documents attached hereto:

1. Contract to Sell for Unit 110, Lavander Building, Cedar Crest (Annex "B")
2. Contract to Sell for Unit 34, Lavander Parking, Cedar Crest (Annex "C")
3. Certification from Project Management Office of Cedar Crest (Annex "D")

WHEREAS, the LESSEE is desirous and agreeable to lease from the LESSOR the Leased Premises from 16 February 2025 to 15 February 2028.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations all hereunder set forth, the LESSOR hereby transfers by way of lease to the LESSEE, and the LESSEE accepts by way of lease from the LESSOR, the Leased Premises under the following terms and conditions:

1. LEASED PREMISES

1.1 The Leased Premises is/are any of the following:

- | | | | |
|-------|---------------------|---|-------------------------|
| 1.1.1 | Project | : | Cedar Crest |
| 1.1.2 | Building / Unit No. | : | Lavander / 110 |
| 1.1.3 | Unit Area | : | 80 sqm., more or less |
| 1.1.4 | Building / PS No. | : | Lavander / 34 |
| 1.1.5 | Parking Slot Area | : | 12.5 sqm., more or less |

1.2 The LESSOR hereby acknowledges that the LESSEE has inspected the Leased Premises and accepts the same on a "**fully furnished**" basis as indicated in the attached inventory list (Annex "E").

2. TERM

2.1 The term of the lease shall be from 16 February 2025 to 15 February 2028 which may be renewed, provided that a written notice of extension or renewal is given to the LESSOR at least forty-five (45) days prior to the expiration of the term of this Agreement. The LESSOR and the LESSEE shall endeavor to execute a lease agreement for the renewal of the term at least one (1) month prior to the expiration of the term of this Agreement.

- 2.2 The LESSEE may pre-terminate this Agreement after two (2) years from the commencement of the lease, provided the LESSOR is informed in writing at least one (1) month prior to the desired termination date.
- 2.3 Upon the expiration of the lease period or termination due to default, the LESSOR shall exercise the rights, without the need of any judicial declaration, provided for either by law or in Section 16 of this Agreement.

3. LEASE PAYMENT

3.1 The monthly lease is **Thirty-Eight Thousand Five Hundred and 00/100 Pesos (Php 38,500.00)**, exclusive of applicable taxes and inclusive of association dues related to the leased premises and share on association dues related to the common area. The LESSEE shall pay the monthly lease every 16th day of the month starting 16 February 2025 to 15 February 2028, without necessity of demand. Failure of the LESSEE to pay monthly lease on due date will be considered as default and will be subject to Section 15 of this Agreement. The LESSEE shall deposit the monthly lease in the LESSOR’s bank account as follows:

Bank Name	HSBC – Madrigal Ave. Ayala Alabang, Muntinlupa City
Account Name	Michelle L. Matias
Type	Savings Account
Account No.	080-000763-070

3.2 Upon signing of this Agreement, the LESSEE shall pay Security Deposit in the amount of **Seventy-Seven Thousand and 00/100 Pesos (Php 77,000.00)** equivalent to two (2) months of the monthly lease which shall be applied in the last two (2) remaining months of the lease. The LESSOR or its authorized representative and the LESSEE shall inspect the Leased Premises on the 34th month to determine any damages.

4. ASSIGNMENT AND SUBLEASE

- 4.1 The LESSEE shall not assign or transfer its right in this Agreement or sublease or sublet all or any part of the Leased Premises and no right, title or interest thereto or therein shall be conferred to or vested on anyone, other than LESSEE, without the written consent of the LESSOR.
- 4.2 Any violation of this provision shall put the LESSEE in default.

5. SALE / TRANSFER / MORTGAGE

5.1 In the event of sale, transfer, mortgage, or any encumbrance of the Leased Premises or any existing sale, transfer, mortgage or any encumbrance of the same, the LESSOR shall warrant that the purchaser, mortgagee, or encumbrance shall respect all terms and conditions of this Agreement.

6. RESTRICTION ON THE USE OF LEASED PREMISES

- 6.1 The LESSEE shall use the Leased Premises exclusively for residential purposes only. The LESSEE shall not use the Leased Premises for any other purposes.
- 6.2 The guests and visitors may be allowed for visitation purposes only, in the event or occasion shall the guests or visitors be allowed to stay or be accommodated in the Leased Premises for a period not longer than three (3) days except for approved written consent from the LESSOR. All individuals who are deemed trespassing, pose any threats or violations in safety and security of the residents and premises must be immediately escorted out by the PMO security personnel of the Leased Premises.

- 6.3 Likewise, the LESSEE shall be bound to comply with the Master Deed with Declaration of Restrictions (for condominium corporation) or Deed of Restriction (for homeowners' association), rules, regulations and policies of either the condominium corporation or homeowners' association, as the case may be.

7. IMPROVEMENTS AND ALTERATIONS BY THE LESSEE

- 7.1 The LESSEE shall not make substantial structural alterations or modifications on the Leased Premises without the prior written consent of the LESSOR and if such consent is granted, shall be at the own expense of the LESSEE. However, all alterations/improvements made by the LESSEE are to its own expense, and improvements shall upon termination of this Agreement automatically inure to the benefit of the Leased Premises and become property of the LESSOR without any obligation to refund the cost to the LESSEE. The LESSEE, however, shall have the absolute right to introduce movable furniture and fixtures and improvements or other things which are not permanent in nature and to remove whichever of the said objects the LESSEE has put in or installed. However, if at the expiration of the term of this Agreement, removal of such things should cause damage or defacement to the Leased Premises, the LESSEE shall fully compensate the LESSOR for such damage.

8. SANITATION AND REPAIRS

- 8.1 The LESSEE shall keep the Leased Premises clean and in sanitary condition. The LESSOR shall be responsible for all major repairs on the premises caused by force majeure and ordinary wear and tear, except repairs due to the fault or negligence of the LESSEE, members of his/her household, employees, house help, or guests. Routine maintenance of the air-conditioning units shall be for the account of the LESSEE. Should either LESSOR or LESSEE fail to undertake repairs on their respective responsibilities, within a reasonable period of time or within **thirty (30) days**, after due notice, either the LESSOR or the LESSEE as the case may be, at his/her option may undertake such repairs upon proper notification to the party concerned. Upon presentation of satisfactory evidence of the reasonable costs incurred, such costs shall be reimbursed to the party concerned without undue delay.

9. PUBLIC UTILITIES, RISK OF LOSS OR DAMAGES

- 9.1 The LESSEE shall pay for the utilities on or before its due date which include water, electricity, telephone, cable TV, Internet and WIFI charges. Any delay in payment shall be subject to termination or unavailability of service to be facilitated by the Condominium Corporation or any Third Party Service Provider.
- 9.2 The LESSOR shall not be accountable or liable for any loss, injury or damages that may be suffered by the LESSEE in the Leased Premises by reason of theft, robbery, arson or other crimes. The LESSEE has no liability in case of earthquakes, flood, and malicious damages by others aside from his/her agents, employees, domestic help, or guests, which are beyond the control of the LESSEE. In case of damage to the Leased Premises, or its appurtenances by fire, earthquake, war, or any other unforeseen cause, the LESSEE shall immediately give notice thereof to the LESSOR. If the Leased Premises shall be damaged by the unforeseen causes as mentioned above without the fault or negligence of the LESSEE, or his/her agents, employees, servants, or guests, the injury or damage shall be repaired, at the expense of the LESSOR, as speedily as possible, after such notice; but if the Leased Premises be so nearly destroyed as to make it untenable, without the fault or negligence of the LESSEE, either party may demand rescission of this Agreement. All advanced rentals shall be refunded by the LESSOR to the LESSEE without necessity of demand.
- 9.3 The LESSOR shall not be liable nor responsible for any of the following:
- 9.3.1 For the presence of bugs, vermin, ants, termites, insects of any kind, if any, in the Leased Premises;
- 9.3.2 For the failure of the water supply, electric current, cable TV, Internet and WIFI signal;

- 9.3.3 Any injury, loss or damage which the LESSEE, family, agents, guests, or employees might sustain in the Leased Premises, unless the injury, loss or damage is caused by the agents, officers, employees or representatives of the LESSOR;
- 9.3.4 Any damage done or occasioned by, or arising from plumbing, water, and/or other pipes, or the bursting, leaking, or destruction of any pipe, tank, water closet, electrical and other service utilities; or
- 9.3.5 Any damage caused by fire, earthquake, strike, demonstration, riot, rebellion, typhoon, flood, war or other unforeseen cause or event.
- 9.4 No loss or damage in the Leased Premises shall impair the LESSEE's obligations under this Agreement.

10. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

- 10.1 The LESSEE shall comply with any and all rules, regulations and policies currently existing or which may be promulgated from time to time by the LESSOR, as well as all the House Rules and Regulation implemented by the Condominium Corporation or any rules, regulations, ordinances and laws established by all duly constituted authorities of the Municipal/City or National Government arising from or regarding the use, occupancy, sanitation and pollution of the Leased Premises.
- 10.2 The LESSEE or any members of the household or a guest or other person under the LESSEE's responsibility shall not engage in acts of violence or illegal activity, including drug-related activity, threats of violence, unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of this Agreement that otherwise jeopardizes the health, safety or welfare of the landlord and the community.
- 10.3 In the event that the LESSEE is found or known to be engaging in any criminal or illegal activity, the Condominium Corporation and its administration is hereby given full authority by the LESSOR to expel the LESSEE from the premise wherein this Agreement will be subject to pre-termination and all security deposit of the LESSEE will be forfeited by the LESSOR.

11. FIRE HAZARD AND OBNOXIOUS SUBSTANCE

- 11.1 The LESSEE shall not keep, deposit or store in the Leased Premises any obnoxious substance or inflammable material or substance that might constitute a fire hazard, or might pollute the air and water as prohibited by law, with the exception of keeping 1 LPG cylinder for cooking purposes.

12. TAXES, DUES AND ASSESSMENTS

- 12.1 Real estate taxes, withholding taxes and other government assessments on the Leased Premises shall be for the account of the LESSOR.
- 12.2 Joining fees, regular or special assessments levied by the condominium corporation shall be for the sole account of the LESSOR, the amounts of which shall be advised to the LESSOR.

13. INSURANCE

- 13.1 LESSOR may obtain such insurance policy on the Leased Premises to cover his/her respective insurable interests therein. In this regard, LESSEE shall comply with all the conditions of any insurance policy; shall not permit any article or act which will violate any term of the insurance policy from being brought or committed in the Leased Premises; shall not at any time use or allow the use of electrical systems in excess of the capacity of the existing risers, feeders, and wiring of the Leased Premises, nor use or allow the use of such electrical equipment or appliances, in the Leased Premises or the premises which may cause overloading of the electrical circuits and shall otherwise do or refrain from doing such acts so as not to endanger the safety of the Leased Premises or compromise the coverage under the insurance policies.

14. INSPECTION AND REPAIR OF PREMISES

- 14.1 During final move in date up to **fifteen (15) days** of occupancy of the unit, the LESSEE shall immediately report any issues with furniture, fixtures or appliances to the LESSOR. Otherwise if not reported on the said timeline, all other issues that warrant repair or replacement shall all be obligated to the LESSEE.
- 14.2 The LESSEE shall maintain the Leased Premises in good and tenantable condition until upon expiration of the term of this Lease Agreement. Likewise, the LESSEE shall surrender and return all the furniture and fixtures identified in the "**Inventory List**" in good condition as they were actually found at the beginning of the lease; ordinary wear and tear is expected.
- 14.3 The LESSOR or its authorized agent after giving due notice to the LESSEE shall have the right to enter the Leased Premises in the presence of LESSEE or its representative at any reasonable hour to enter and inspect the Leased Premises. The LESSEE hereby agrees to cooperate with the LESSOR in keeping the Leased Premises in good tenantable condition.
- 14.4 Upon prior notice of the LESSOR, the LESSEE at any reasonable hour shall give the right of the LESSOR to show/exhibit the Leased Premises to prospective tenants, in case the LESSEE has no more intention of renewing the lease provided that entering the Leased Premises must be in the presence of the LESSEE or its representative.

15. DEFAULT AND CONSEQUENCES OF DEFAULT

- 15.1 Non-payment of the monthly lease based on the agreed timeline, the LESSOR may declare the LESSEE in default by serving a written notice to the LESSEE. Upon the LESSEE being in default, the LESSOR shall, exercise, in addition to any other remedies as may be prescribed by law, the following rights:
- 15.1.1 To terminate this Agreement through serving a written notice to the LESSEE;
- 15.1.2 To immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises;
- 15.1.3 To demand and receive from the LESSEE payment for any and all unpaid rentals and other financial obligations stipulated in, or arising out of this Agreement;
- 15.1.4 To take possession of and sell at public or private sale any and all properties of the LESSEE found in the Leased Premises and to apply the proceeds thereof in payment of any unpaid accounts of the LESSEE;
- 15.1.5 To automatically forfeit in its favor the security deposit and remaining unused amount of rental advance referred to in Section 3.

16. TERMINATION OF LEASE

- 16.1 Upon termination or expiration of the lease for any reasons whatsoever, the LESSEE agrees and warrants to return and peacefully vacate the Leased Premises without necessity of demand. In case of the expiration of the lease period, the LESSOR shall have all the right to immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and

authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, all damages caused by such shall all be obligated to the LESSEE. Padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises.

16.2 At the termination or expiration of the lease, all keys shall be returned without need of any demand. Likewise, the LESSEE shall deliver the Leased Premises in as good and tenantable condition, in all respects, as the same now are, reasonable wear and tear excepted, devoid of all occupants, furniture, articles and effects of any kind owned by the LESSEE.

17. REPRESENTATION AND WARRANTIES

17.1 The LESSOR represents and warrants that it has good and sufficient title and interest in the Leased Premises and full authority to enter into and execute this Agreement. The LESSOR further covenants that there are no liens, encumbrances or other impediments of title covering the Leased Premises that would impede or prevent the LESSEE from enjoying his/her rights under this Agreement. The LESSOR shall indemnify and hold the LESSEE free and harmless from any and all loss, damage or liability suffered by the LESSEE in the event that this Agreement cannot be enforced due to defect in the LESSOR's title or adverse claims or restrictions thereon. In the event that the LESSEE's peaceful possession of the Leased Premises is interrupted for any reason whatsoever, the LESSOR shall refund to the LESSEE or its authorized representative the unapplied portion of the rent and the full amount of the Security Deposit (after deducting any unpaid utilities of the LESSEE), at the option of the LESSEE, to extend the lease period for such period equivalent to the disruption of the LESSEE's peaceful possession.

17.2 Both parties are qualified under local law, regulations, policies and administrative requirement to do business and to the extent required by applicable law, as may be necessary to enter into this Agreement.

18. NON-WAIVER

18.1 The failure of any party to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be construed as a waiver or relinquishment of any right or remedy the non-defaulting may have, and shall not be a bar for any action it may take, nor shall it be construed as a waiver of any subsequent breach of default of this terms, conditions and covenants hereof, which terms, conditions and covenant shall to be in full force and effect.

18.2 Any waiver of the parties' rights hereunder can only be made in writing.

19. BINDING EFFECT

19.1 This Agreement shall be binding not only between the parties hereto but also upon their respective successors and assigns.

20. AMENDMENT

20.1 This Agreement and any of its terms, clauses and sub-clauses can only be amended, modified, waived, discharged, or terminated by written agreement between LESSOR and LESSEE.

21. GOVERNING LAW

21.1 This Agreement shall be construed under Philippine Law.

22. VENUE

22.1 If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any legal action, suit or proceeding arising out or relating to this Agreement shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

Whenever necessary to promote arbitration or to seek judicial relief, the parties agree that any legal action, suit or proceeding arising out of or relating to this Agreement may be instituted in any competent court in Taguig City, to the exclusion of other courts of equal jurisdiction.

23. LITIGATION

23.1 Notwithstanding any other provision of this Agreement, the prevailing party in any suit or proceeding, judicial or otherwise, arising out of or by reason of this Agreement, shall be entitled to receive from the other party all reasonable expenses, costs of the suit and reasonable attorney's fees not less than 20% of the amount sought to be recovered.

24. SEPARABILITY

24.1 Should any of the terms and conditions or any part or clause of this Agreement be declared void or unenforceable by competent authority, the same shall not invalidate the other terms and conditions, parts or clauses of this Agreement, which shall continue to be in full force and effect.

25. NOTICES

25.1 Any notice or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, e-mail or facsimile to such party at the address specified below:

To the LESSOR:

[Redacted]

MICHELLE L. MATIAS
Unit 115 Karon Building
Royal Palm Residences, Acacia Estates
Taguig City

To the LESSEE:

JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT AUTHORITY
2/F Bonifacio Technology Center,
31st Street corner 2nd Avenue
Bonifacio Global City, Taguig City

IN WITNESS WHEREOF, the parties hereto have hereunto signed this FEB 21 2025 day of _____, 20__ in Taguig City.

[Redacted]
MICHELLE L. MATIAS
LESSOR

[Redacted]
JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT AUTHORITY
LESSEE



[Redacted]

ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City) SS.
MAKATI CITY

BEFORE ME, a Notary Public for and in Taguig City, personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE/PLACE OF ISSUE
JOSHUA M. BINGCANG	[REDACTED]	27 Aug. 2021/ S
MICHELLE L. MATIAS	[REDACTED]	8/ PE HANOI

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed confirm their own free acts and the entities they each represent.

SIGNED AND SEALED on FEB 21 2025 in Taguig City, Philippines.

Doc. No. 201
Book No. 42
Page No. XV
Series of 2025.

[REDACTED SIGNATURE]
MA. ESMERALDA R. CONANAN
Notary Public for and in Makati City
Until December 31, 2025
Appt. No. M-013 (2024-2025) Makati City
Attorney's Roll No. 34562
MCLE Compliance No. VIII-0009662/valid until 4-14-2028
PTR No. 10467303/1-2-2025/Makati City
IBP Lifetime Member No. 05413
a/f Bela Rosa Carpark I, Dela Rosa St.
Legaspi Village, Makati City

MICHELLE L. MATIAS
Unit 115 Karon Building
Royal Palm Residences, Acacia Estates
Taguig City

Subject: **NOTICE OF AWARD**
Lease of Temporary Housing Facilities
of PN Senior Officers


Dear **Ms. Matias**:

We are pleased to notify you that the Contract for the lease renewal of Unit 110 Lavander, Cedar Crest, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers is hereby awarded to you with a contract price of **Thirty-Eight Thousand Five Hundred Hundred and 00/100 Pesos (Php 38,500.00) per month**, exclusive of applicable taxes and inclusive of all applicable fees related to the leased premises.

You are therefore required within ten (10) calendar days from receipt of this Notice of Award to formally enter into contract with BCDA. Failure to enter into the said contract shall constitute a sufficient ground for the cancellation of this Award.

Please indicate your concurrence by signing the Notice of Award on the space below "Conforme" and return the same upon signing.

Very truly yours,


JOSHUA M. BINGCANG
President and CEO

Conforme:


MICHELLE L. MATIAS
LESSOR

Date: 07 February 2025

MICHELLE L. MATIAS
Unit 115 Karon Building
Royal Palm Residences, Acacia Estates
Taguig City

Subject: **NOTICE TO PROCEED**
Lease of Temporary Housing Facilities
of PN Senior Officers


Dear **Ms. Matias**:

In connection with the Contract for the lease renewal of Unit 110 Lavander, Cedar Crest, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers, this notice is hereby given to you to proceed with said undertaking.

Upon receipt of this notice, you shall be responsible to perform the services under the terms and conditions stated in the Contract.

Please indicate your concurrence by signing the Notice to Proceed on the space below "Conforme" and return the same upon signing.

Very truly yours,


JOSHUA M. BINGCANG
President and CEO

Conforme:


MICHELLE L. MATIAS
LESSOR

Date: 21 FEBRUARY 2025

LEASE AGREEMENT OF TEMPORARY HOUSING FACILITIES OF PN SENIOR OFFICERS

KNOW ALL MEN BY THESE PRESENTS:

This Lease Agreement (the "Agreement") is made and executed on _____ in Taguig City, by and between:

DANIEL WINSTON C. TAN-CHI, Filipino, of legal age, and with postal address at No.1, 2nd Street, Riverside Village, Pasig City, Philippines, hereinafter referred to as the "LESSOR";

and

BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), hereinafter referred to as the "LESSEE"; is a government instrumentality vested with corporate powers duly organized and existing under Republic Act No. 7227 otherwise known as the Bases Conversion and Development Act of 1992, as amended by Republic Act No. 7917, with office address at 2nd Floor, Bonifacio Technology Center, 31st Street, Crescent Park West, Bonifacio Global City, Taguig, Metro Manila, represented herein by its President and Chief Executive Officer, **JOSHUA M. BINGCANG**, who is duly authorized for this purpose, as evidenced by the BCDA Manual of Approval dated 22 November 2017 hereto attached as Annex "A".

WITNESSETH: That –

WHEREAS, the LESSOR is the registered owner possessor of the Leased Premises as evidenced by the following documents attached hereto:

1. Condominium Certificate of Title No. 164-2023000229 (Annex "B")
2. Certification from Project Management Office of Mahogany Place 3 (Annex "C")

WHEREAS, the LESSEE is desirous and agreeable to lease from the LESSOR the Leased Premises from 16 February 2025 to 15 February 2028.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations all hereunder set forth, the LESSOR hereby transfers by way of lease to the LESSEE, and the LESSEE accepts by way of lease from the LESSOR, the Leased Premises under the following terms and conditions:

1. LEASED PREMISES

1.1 The Leased Premises is/are any of the following:

- | | | | |
|-------|---------------------|---|------------------------|
| 1.1.1 | Project | : | Mahogany Place 3 |
| 1.1.2 | Building / Unit No. | : | Chives 59 |
| 1.1.3 | Unit Area | : | 120 sqm., more or less |

1.2 The LESSOR hereby acknowledges that the LESSEE has inspected the Leased Premises and accepts the same on a "**fully furnished**" basis as indicated in the attached inventory list (Annex "D").

2. TERM

2.1 The term of the lease shall be from 16 February 2025 to 15 February 2028 which may be renewed, provided that a written notice of extension or renewal is given to the LESSOR at least forty-five (45) days prior to the expiration of the term of this Agreement. The LESSOR and the LESSEE shall endeavor to execute a lease agreement for the renewal of the term at least one (1) month prior to the expiration of the term of this Agreement.



- 2.2 The LESSEE may pre-terminate this Agreement after two (2) years from the commencement of the lease, provided the LESSOR is informed in writing at least one (1) month prior to the desired termination date.
- 2.3 Upon the expiration of the lease period or termination due to default, the LESSOR shall exercise the rights, without the need of any judicial declaration, provided for either by law or in Section 16 of this Agreement.

3. LEASE PAYMENT

- 3.1 The monthly lease is **Sixty-Six Thousand and 00/100 Pesos (Php 66,000.00)**, exclusive of applicable taxes and inclusive of association dues related to the leased premises and share on association dues related to the common area. The LESSEE shall pay the monthly lease every 16th day of the month starting 16 February 2025 to 15 February 2028, without necessity of demand. Failure of the LESSEE to pay monthly lease on due date will be considered as default and will be subject to Section 15 of this Agreement. The LESSEE shall deposit the monthly lease in the LESSOR’s bank account as follows:

Bank Name	Metropolitan Bank & Trust Company
Account Name	Daniel Winston C. Tan-chi
Type	Saving Account
Account No.	641-3-641-02914-0

- 3.2 Upon signing of this Agreement, the LESSEE shall pay Security Deposit in the amount of **One Hundred Thirty-Two Thousand and 00/100 Pesos (Php 132,000.00)** equivalent to two (2) months of the monthly lease which shall be applied in the last two (2) remaining months of the lease. The LESSOR or its authorized representative and the LESSEE shall inspect the Leased Premises on the 34th month to determine any damages.

4. ASSIGNMENT AND SUBLEASE




- 4.1 The LESSEE shall not assign or transfer its right in this Agreement or sublease or sublet all or any part of the Leased Premises and no right, title or interest thereto or therein shall be conferred to or vested on anyone, other than LESSEE, without the written consent of the LESSOR.
- 4.2 Any violation of this provision shall put the LESSEE in default.

5. SALE / TRANSFER / MORTGAGE

- 5.1 In the event of sale, transfer, mortgage, or any encumbrance of the Leased Premises or any existing sale, transfer, mortgage or any encumbrance of the same, the LESSOR shall warrant that the purchaser, mortgagee, or encumbrance shall respect all terms and conditions of this Agreement.

6. RESTRICTION ON THE USE OF LEASED PREMISES

- 6.1 The LESSEE shall use the Leased Premises exclusively for residential purposes only. The LESSEE shall not use the Leased Premises for any other purposes.
- 6.2 The guests and visitors may be allowed for visitation purposes only, in the event or occasion shall the guests or visitors be allowed to stay or be accommodated in the Leased Premises for a period not longer than three (3) days except for approved written consent from the LESSOR. All individuals who are deemed trespassing, pose any threats or violations in safety and security of the residents and premises must be immediately escorted out by the PMO security personnel of the Leased Premises.
- 6.3 Likewise, the LESSEE shall be bound to comply with the Master Deed with Declaration of Restrictions (for condominium corporation) or Deed of Restriction (for homeowners’ association), rules, regulations and policies of either the condominium corporation or homeowners’ association, as the case may be.

7. IMPROVEMENTS AND ALTERATIONS BY THE LESSEE

- 7.1 The LESSEE shall not make substantial structural alterations or modifications on the Leased Premises without the prior written consent of the LESSOR and if such consent is granted, shall be at the own expense of the LESSEE. However, all alterations/improvements made by the LESSEE are to its own expense, and improvements shall upon termination of this Agreement automatically inure to the benefit of the Leased Premises and become property of the LESSOR without any obligation to refund the cost to the LESSEE. The LESSEE, however, shall have the absolute right to introduce movable furniture and fixtures and improvements or other things which are not permanent in nature and to remove whichever of the said objects the LESSEE has put in or installed. However, if at the expiration of the term of this Agreement, removal of such things should cause damage or defacement to the Leased Premises, the LESSEE shall fully compensate the LESSOR for such damage.

8. SANITATION AND REPAIRS

- 8.1 The LESSEE shall keep the Leased Premises clean and in sanitary condition. The LESSOR shall be responsible for all major repairs on the premises caused by force majeure and ordinary wear and tear, except repairs due to the fault or negligence of the LESSEE, members of his/her household, employees, house help, or guests. Routine maintenance of the air-conditioning units shall be for the account of the LESSEE. Should either LESSOR or LESSEE fail to undertake repairs on their respective responsibilities, within a reasonable period of time or within **thirty (30) days**, after due notice, either the LESSOR or the LESSEE as the case may be, at his/her option may undertake such repairs upon proper notification to the party concerned. Upon presentation of satisfactory evidence of the reasonable costs incurred, such costs shall be reimbursed to the party concerned without undue delay.

9. PUBLIC UTILITIES, RISK OF LOSS OR DAMAGES

- 9.1 The LESSEE shall pay for the utilities on or before its due date which include water, electricity, telephone, cable TV, Internet and WIFI charges. Any delay in payment shall be subject to termination or unavailability of service to be facilitated by the Condominium Corporation or any Third Party Service Provider.
- 9.2 The LESSOR shall not be accountable or liable for any loss, injury or damages that may be suffered by the LESSEE in the Leased Premises by reason of theft, robbery, arson or other crimes. The LESSEE has no liability in case of earthquakes, flood, and malicious damages by others aside from his/her agents, employees, domestic help, or guests, which are beyond the control of the LESSEE. In case of damage to the Leased Premises, or its appurtenances by fire, earthquake, war, or any other unforeseen cause, the LESSEE shall immediately give notice thereof to the LESSOR. If the Leased Premises shall be damaged by the unforeseen causes as mentioned above without the fault or negligence of the LESSEE, or his/her agents, employees, servants, or guests, the injury or damage shall be repaired, at the expense of the LESSOR, as speedily as possible, after such notice; but if the Leased Premises be so nearly destroyed as to make it untenable, without the fault or negligence of the LESSEE, either party may demand rescission of this Agreement. All advanced rentals shall be refunded by the LESSOR to the LESSEE without necessity of demand.
- 9.3 The LESSOR shall not be liable nor responsible for any of the following:
- 9.3.1 For the presence of bugs, vermin, ants, termites, insects of any kind, if any, in the Leased Premises;
- 9.3.2 For the failure of the water supply, electric current, cable TV, Internet and WIFI signal;
- 9.3.3 Any injury, loss or damage which the LESSEE, family, agents, guests, or employees might sustain in the Leased Premises, unless the injury, loss or damage is caused by the agents, officers, employees or representatives of the LESSOR;

9.3.4 Any damage done or occasioned by, or arising from plumbing, water, and/or other pipes, or the bursting, leaking, or destruction of any pipe, tank, water closet, electrical and other service utilities; or

9.3.5 Any damage caused by fire, earthquake, strike, demonstration, riot, rebellion, typhoon, flood, war or other unforeseen cause or event.

9.4 No loss or damage in the Leased Premises shall impair the LESSEE's obligations under this Agreement.

10. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

10.1 The LESSEE shall comply with any and all rules, regulations and policies currently existing or which may be promulgated from time to time by the LESSOR, as well as all the House Rules and Regulation implemented by the Property Management Office or any rules, regulations, ordinances and laws established by all duly constituted authorities of the Municipal/City or National Government arising from or regarding the use, occupancy, sanitation and pollution of the Leased Premises.

10.2 The LESSEE or any members of the household or a guest or other person under the LESSEE's responsibility shall not engage in acts of violence or illegal activity, including drug-related activity, threats of violence, unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of this Agreement that otherwise jeopardizes the health, safety or welfare of the landlord and the community.

10.3 In the event that the LESSEE is found or known to be engaging in any criminal or illegal activity, the Property Management Office and its administration is hereby given full authority by the LESSOR to expel the LESSEE from the premise wherein this Agreement will be subject to pre-termination and all security deposit of the LESSEE will be forfeited by the LESSOR.

11. FIRE HAZARD AND OBNOXIOUS SUBSTANCE

11.1 The LESSEE shall not keep, deposit or store in the Leased Premises any obnoxious substance or inflammable material or substance that might constitute a fire hazard, or might pollute the air and water as prohibited by law, with the exception of keeping 1 LPG cylinder for cooking purposes.

12. TAXES, DUES AND ASSESSMENTS

12.1 Real estate taxes, withholding taxes and other government assessments on the Leased Premises shall be for the account of the LESSOR.

12.2 Joining fees, regular or special assessments levied by the Property Management Office shall be for the sole account of the LESSOR, the amounts of which shall be advised to the LESSOR.

13. INSURANCE

13.1 LESSOR may obtain such insurance policy on the Leased Premises to cover his/her respective insurable interests therein. In this regard, LESSEE shall comply with all the conditions of any insurance policy; shall not permit any article or act which will violate any term of the insurance policy from being brought or committed in the Leased Premises; shall not at any time use or allow the use of electrical systems in excess of the capacity of the existing risers, feeders, and wiring of the Leased Premises, nor use or allow the use of such electrical equipment or appliances, in the Leased Premises or the premises which may cause overloading of the electrical circuits and shall otherwise do or refrain from doing such acts so as not to endanger the safety of the Leased Premises or compromise the coverage under the insurance policies.

14. INSPECTION AND REPAIR OF PREMISES

- 14.1 During final move in date up to **fifteen (15) days** of occupancy of the unit, the LESSEE shall immediately report any issues with furniture, fixtures or appliances to the LESSOR. Otherwise if not reported on the said timeline, all other issues that warrant repair or replacement shall all be obligated to the LESSEE.
- 14.2 The LESSEE shall maintain the Leased Premises in good and tenantable condition until upon expiration of the term of this Lease Agreement. Likewise, the LESSEE shall surrender and return all the furniture and fixtures identified in the "**Inventory List**" in good condition as they were actually found at the beginning of the lease; ordinary wear and tear is expected.
- 14.3 The LESSOR or its authorized agent after giving due notice to the LESSEE shall have the right to enter the Leased Premises in the presence of LESSEE or its representative at any reasonable hour to enter and inspect the Leased Premises. The LESSEE hereby agrees to cooperate with the LESSOR in keeping the Leased Premises in good tenantable condition.
- 14.4 Upon prior notice of the LESSOR, the LESSEE at any reasonable hour shall give the right of the LESSOR to show/exhibit the Leased Premises to prospective tenants, in case the LESSEE has no more intention of renewing the lease provided that entering the Leased Premises must be in the presence of the LESSEE or its representative.

15. DEFAULT AND CONSEQUENCES OF DEFAULT

- 15.1 Non-payment of the monthly lease based on the agreed timeline, the LESSOR may declare the LESSEE in default by serving a written notice to the LESSEE. Upon the LESSEE being in default, the LESSOR shall, exercise, in addition to any other remedies as may be prescribed by law, the following rights:
- 15.1.1 To terminate this Agreement through serving a written notice to the LESSEE;
- 15.1.2 To immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises;
- 15.1.3 To demand and receive from the LESSEE payment for any and all unpaid rentals and other financial obligations stipulated in, or arising out of this Agreement;
- 15.1.4 To take possession of and sell at public or private sale any and all properties of the LESSEE found in the Leased Premises and to apply the proceeds thereof in payment of any unpaid accounts of the LESSEE;
- 15.1.5 To automatically forfeit in its favor the security deposit and remaining unused amount of rental advance referred to in Section 3.

16. TERMINATION OF LEASE

- 16.1 Upon termination or expiration of the lease for any reasons whatsoever, the LESSEE agrees and warrants to return and peacefully vacate the Leased Premises without necessity of demand. In case of the expiration of the lease period, the LESSOR shall have all the right to immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises

in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, all damages caused by such shall all be obligated to the LESSEE. Padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises.

16.2 At the termination or expiration of the lease, all keys shall be returned without need of any demand. Likewise, the LESSEE shall deliver the Leased Premises in as good and tenantable condition, in all respects, as the same now are, reasonable wear and tear excepted, devoid of all occupants, furniture, articles and effects of any kind owned by the LESSEE.

17. REPRESENTATION AND WARRANTIES

17.1 The LESSOR represents and warrants that it has good and sufficient title and interest in the Leased Premises and full authority to enter into and execute this Agreement. The LESSOR further covenants that there are no liens, encumbrances or other impediments of title covering the Leased Premises that would impede or prevent the LESSEE from enjoying his/her rights under this Agreement. The LESSOR shall indemnify and hold the LESSEE free and harmless from any and all loss, damage or liability suffered by the LESSEE in the event that this Agreement cannot be enforced due to defect in the LESSOR's title or adverse claims or restrictions thereon. In the event that the LESSEE's peaceful possession of the Leased Premises is interrupted for any reason whatsoever, the LESSOR shall refund to the LESSEE or its authorized representative the unapplied portion of the rent and the full amount of the Security Deposit (after deducting any unpaid utilities of the LESSEE), at the option of the LESSEE, to extend the lease period for such period equivalent to the disruption of the LESSEE's peaceful possession.

17.2 Both parties are qualified under local law, regulations, policies and administrative requirement to do business and to the extent required by applicable law, as may be necessary to enter into this Agreement.

18. NON-WAIVER

18.1 The failure of any party to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be construed as a waiver or relinquishment of any right or remedy the non-defaulting may have, and shall not be a bar for any action it may take, nor shall it be construed as a waiver of any subsequent breach of default of this terms, conditions and covenants hereof, which terms, conditions and covenant shall to be in full force and effect.

18.2 Any waiver of the parties' rights hereunder can only be made in writing.

19. BINDING EFFECT

19.1 This Agreement shall be binding not only between the parties hereto but also upon their respective successors and assigns.

20. AMENDMENT

20.1 This Agreement and any of its terms, clauses and sub-clauses can only be amended, modified, waived, discharged, or terminated by written agreement between LESSOR and LESSEE.

21. GOVERNING LAW

21.1 This Agreement shall be construed under Philippine Law.

22. VENUE

22.1 If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any legal action, suit or proceeding arising out or relating to this Agreement shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

Whenever necessary to promote arbitration or to seek judicial relief, the parties agree that any legal action, suit or proceeding arising out of or relating to this Agreement may be instituted in any competent court in Taguig City, to the exclusion of other courts of equal jurisdiction.

23. LITIGATION

23.1 Notwithstanding any other provision of this Agreement, the prevailing party in any suit or proceeding, judicial or otherwise, arising out of or by reason of this Agreement, shall be entitled to receive from the other party all reasonable expenses, costs of the suit and reasonable attorney's fees not less than 20% of the amount sought to be recovered.

24. SEPARABILITY

24.1 Should any of the terms and conditions or any part or clause of this Agreement be declared void or unenforceable by competent authority, the same shall not invalidate the other terms and conditions, parts or clauses of this Agreement, which shall continue to be in full force and effect.

25. NOTICES

25.1 Any notice or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, e-mail or facsimile to such party at the address specified below:

To the LESSOR:


DANIEL WINSTON C. TAN-CHI
No.1, 2nd Street, Riverside Village
Pasig City, Philippines,

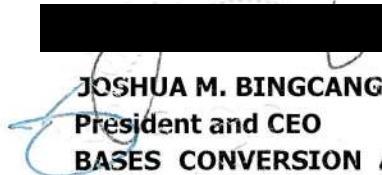
To the LESSEE:

JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT AUTHORITY
2/F Bonifacio Technology Center,
31st Street corner 2nd Avenue
Bonifacio Global City, Taguig City

FEB 21 2025

IN WITNESS WHEREOF, the parties hereto have hereunto signed this ____ day of _____,
20__ in Taguig City.


DANIEL WINSTON C. TAN-CHI
LESSOR


JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT
AUTHORITY
LESSEE



ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City) SS.

BEFORE ME, a Notary Public for and in Taguig City, personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE/PLACE OF ISSUE
JOSHUA M. BINGCANG	[REDACTED]	27 April 2021/ S
DANIEL WINSTON C. TAN-CHI	[REDACTED]	2023/ DFA NCR South

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed confirm their own free acts and the entities they each represent.

SIGNED AND SEALED on FEB 21 2025 in Taguig City, Philippines.

MAKATI CITY

Doc. No. 206
Book No. 43
Page No. XV
Series of 2025.

[REDACTED]

MA. ESMERALDA R. CUNANAN
 Notary Public for and in Makati City
 Until December 31, 2025
 Appt. No. M-013 (2024-2025) Makati City
 Attorney's Roll No. 34562
 MICLE Compliance No. VIII-0009662/valid until 4-14-2028
 PTR No. 10467303/1-2-2025/Makati City
 IBP Lifetime Member No. 09413
 G/F Dela Rosa Carpark I, Dela Rosa Bldg.
 Legaspi Village, Makati City

[Handwritten signature and [REDACTED]

DANIEL WINSTON C. TAN-CHI

No.1, 2nd Street,
Riverside Village, Pasig City

Subject: **NOTICE OF AWARD**
Lease of Temporary Housing Facilities
of PN Senior Officers


Dear **Mr. Tan-chi**:

We are pleased to notify you that the Contract for the lease renewal of Chives Unit 59, Mahogany Place 3, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers is hereby awarded to you with a contract price of **Sixty-Six Thousand and 00/100 Pesos (Php 66,000.00) per month**, exclusive of applicable taxes and inclusive of all applicable fees related to the leased premises.

You are therefore required within ten (10) calendar days from receipt of this Notice of Award to formally enter into contract with BCDA. Failure to enter into the said contract shall constitute a sufficient ground for the cancellation of this Award.

Please indicate your concurrence by signing the Notice of Award on the space below "Conforme" and return the same upon signing.

Very truly yours,


JOSHUA M. BINGCANG
President and CEO

Conforme:


DANIEL WINSTON C. TAN-CHI
LESSOR

Date: 07 FEBRUARY 2025

DANIEL WINSTON C. TAN-CHI

No.1, 2nd Street,
Riverside Village, Pasig City

Subject: **NOTICE TO PROCEED**
Lease of Temporary Housing Facilities
of PN Senior Officers


Dear **Mr. Tan-chi**:

In connection with the Contract for the lease renewal of Anahaw Unit 512-514, Ivory Residences, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers, this notice is hereby given to you to proceed with said undertaking.


Upon receipt of this notice, you shall be responsible to perform the services under the terms and conditions stated in the Contract.

Please indicate your concurrence by signing the Notice to Proceed on the space below "Conforme" and return the same upon signing.

Very truly yours,


JOSHUA M. BINGCANG
President and CEO

Conforme:


DANIEL WINSTON C. TAN-CHI
LESSOR

Date: 21 FEBRUARY 2025

**LEASE AGREEMENT OF TEMPORARY HOUSING FACILITIES OF
PN SENIOR OFFICERS**

KNOW ALL MEN BY THESE PRESENTS:

This Lease Agreement (the "Agreement") is made and executed on _____ in Taguig City, by and between:

JOSEPH FRANCIS SOUZA JR. AND JANICE CASTRO HILAY-LAY, Filipino, of legal age, and with postal address at Zone 4-A Kalugmanan Manalo Fortich Bukidnon, Philippines, hereinafter referred to as the "LESSOR";

and

BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), hereinafter referred to as the "LESSEE"; is a government instrumentality vested with corporate powers duly organized and existing under Republic Act No. 7227 otherwise known as the Bases Conversion and Development Act of 1992, as amended by Republic Act No. 7917, with office address at 2nd Floor, Bonifacio Technology Center, 31st Street, Crescent Park West, Bonifacio Global City, Taguig, Metro Manila, represented herein by its President and Chief Executive Officer, **JOSHUA M. BINGCANG**, who is duly authorized for this purpose, as evidenced by the BCDA Manual of Approval dated 22 November 2017 hereto attached as Annex "A".

WITNESSETH: That –

WHEREAS, the LESSOR is the registered owner possessor of the Leased Premises as evidenced by the following documents attached hereto:

1. Condominium Certificate of Title No. 164-2019010025 (Annex "B")
2. Condominium Certificate of Title No. 164-2019010016 (Annex "C")
3. Condominium Certificate of Title No. 164-2020004874 (Annex "D")
4. Condominium Certificate of Title No. 164-2019010014 (Annex "E")
5. Condominium Certificate of Title No. 164-2019010027 (Annex "F")
6. Certification from Project Management Office of Ivorywood Residences (Annex "G")

WHEREAS, the LESSEE is desirous and agreeable to lease from the LESSOR the Leased Premises from 16 February 2025 to 15 February 2028.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations all hereunder set forth, the LESSOR hereby transfers by way of lease to the LESSEE, and the LESSEE accepts by way of lease from the LESSOR, the Leased Premises under the following terms and conditions:

1. LEASED PREMISES

1.1 The Leased Premises is/are any of the following:

- | | | | |
|-------|-----------------------------|---|--------------------------|
| 1.1.1 | Project | : | Ivorywood Residences |
| 1.1.2 | Building / Unit No. | : | Anahaw 512-514 |
| 1.1.3 | Unit Area | : | 134.5 sqm., more or less |
| 1.1.4 | Building / PS No. | : | Anahaw/161 |
| 1.1.5 | Parking Slot Area | : | 12.5 sqm., more or less |
| 1.1.6 | Building / Service Area No. | : | Anahaw 512-514 |
| 1.1.7 | Service Area Unit | : | 15 sqm., more or less |

1.2 The LESSOR hereby acknowledges that the LESSEE has inspected the Leased Premises and accepts the same on a "**fully furnished**" basis as indicated in the attached inventory list (Annex "H").

2. TERM



2. TERM

- 2.1 The term of the lease shall be from 16 February 2025 to 15 February 2028 which may be renewed, provided that a written notice of extension or renewal is given to the LESSOR at least forty-five (45) days prior to the expiration of the term of this Agreement. The LESSOR and the LESSEE shall endeavor to execute a lease agreement for the renewal of the term at least one (1) month prior to the expiration of the term of this Agreement.
- 2.2 The LESSEE may pre-terminate this Agreement after two (2) years from the commencement of the lease, provided the LESSOR is informed in writing at least one (1) month prior to the desired termination date.
- 2.3 Upon the expiration of the lease period or termination due to default, the LESSOR shall exercise the rights, without the need of any judicial declaration, provided for either by law or in Section 16 of this Agreement.

3. LEASE PAYMENT

- 3.1 The monthly lease is **Fifty-Five Thousand and 00/100 Pesos (Php 55,000.00)**, exclusive of applicable taxes and inclusive of association dues related to the leased premises and share on association dues related to the common area. The LESSEE shall pay the monthly lease every 16th day of the month starting 16 February 2025 to 15 February 2028, without necessity of demand. Failure of the LESSEE to pay monthly lease on due date will be considered as default and will be subject to Section 15 of this Agreement. The LESSEE shall deposit the monthly lease in the LESSOR's bank account as follows:

Bank Name	BPI – Cagayan De Oro Divisoria
Account Name	Janice Castro Hilay-lay
Type	Saving Account
Account No.	009333 0869 02

- 3.2 Upon signing of this Agreement, the LESSEE shall pay Security Deposit in the amount of **One Hundred Ten Thousand and 00/100 Pesos (Php 110,000.00)** equivalent to two (2) months of the monthly lease which shall be applied in the last two (2) remaining months of the lease. The LESSOR or its authorized representative and the LESSEE shall inspect the Leased Premises on the 34th month to determine any damages.

4. ASSIGNMENT AND SUBLEASE

- 4.1 The LESSEE shall not assign or transfer its right in this Agreement or sublease or sublet all or any part of the Leased Premises and no right, title or interest thereto or therein shall be conferred to or vested on anyone, other than LESSEE, without the written consent of the LESSOR.
- 4.2 Any violation of this provision shall put the LESSEE in default.

5. SALE / TRANSFER / MORTGAGE

- 5.1 In the event of sale, transfer, mortgage, or any encumbrance of the Leased Premises or any existing sale, transfer, mortgage or any encumbrance of the same, the LESSOR shall warrant that the purchaser, mortgagee, or encumbrance shall respect all terms and conditions of this Agreement.

6. RESTRICTION ON THE USE OF LEASED PREMISES

- 6.1 The LESSEE shall use the Leased Premises exclusively for residential purposes only. The LESSEE shall not use the Leased Premises for any other purposes.
- 6.2 The guests and visitors may be allowed for visitation purposes only, in the event or occasion shall the guests or visitors be allowed to stay or be accommodated in the Leased Premises for a period not longer than three (3) days except for approved written consent from the LESSOR. All

individuals who are deemed trespassing, pose any threats or violations in safety and security of the residents and premises must be immediately escorted out by the PMO security personnel of the Leased Premises.

- 6.3 Likewise, the LESSEE shall be bound to comply with the Master Deed with Declaration of Restrictions (for condominium corporation) or Deed of Restriction (for homeowners' association), rules, regulations and policies of either the condominium corporation or homeowners' association, as the case may be.

7. IMPROVEMENTS AND ALTERATIONS BY THE LESSEE

- 7.1 The LESSEE shall not make substantial structural alterations or modifications on the Leased Premises without the prior written consent of the LESSOR and if such consent is granted, shall be at the own expense of the LESSEE. However, all alterations/improvements made by the LESSEE are to its own expense, and improvements shall upon termination of this Agreement automatically inure to the benefit of the Leased Premises and become property of the LESSOR without any obligation to refund the cost to the LESSEE. The LESSEE, however, shall have the absolute right to introduce movable furniture and fixtures and improvements or other things which are not permanent in nature and to remove whichever of the said objects the LESSEE has put in or installed. However, if at the expiration of the term of this Agreement, removal of such things should cause damage or defacement to the Leased Premises, the LESSEE shall fully compensate the LESSOR for such damage.

8. SANITATION AND REPAIRS

- 8.1 The LESSEE shall keep the Leased Premises clean and in sanitary condition. The LESSOR shall be responsible for all major repairs on the premises caused by force majeure and ordinary wear and tear, except repairs due to the fault or negligence of the LESSEE, members of his/her household, employees, house help, or guests. Routine maintenance of the air-conditioning units shall be for the account of the LESSEE. Should either LESSOR or LESSEE fail to undertake repairs on their respective responsibilities, within a reasonable period of time or within **thirty (30) days**, after due notice, either the LESSOR or the LESSEE as the case may be, at his/her option may undertake such repairs upon proper notification to the party concerned. Upon presentation of satisfactory evidence of the reasonable costs incurred, such costs shall be reimbursed to the party concerned without undue delay.

9. PUBLIC UTILITIES, RISK OF LOSS OR DAMAGES

- 9.1 The LESSEE shall pay for the utilities on or before its due date which include water, electricity, telephone, cable TV, Internet and WIFI charges. Any delay in payment shall be subject to termination or unavailability of service to be facilitated by the Condominium Corporation or any Third Party Service Provider.

- 9.2 The LESSOR shall not be accountable or liable for any loss, injury or damages that may be suffered by the LESSEE in the Leased Premises by reason of theft, robbery, arson or other crimes. The LESSEE has no liability in case of earthquakes, flood, and malicious damages by others aside from his/her agents, employees, domestic help, or guests, which are beyond the control of the LESSEE. In case of damage to the Leased Premises, or its appurtenances by fire, earthquake, war, or any other unforeseen cause, the LESSEE shall immediately give notice thereof to the LESSOR. If the Leased Premises shall be damaged by the unforeseen causes as mentioned above without the fault or negligence of the LESSEE, or his/her agents, employees, servants, or guests, the injury or damage shall be repaired, at the expense of the LESSOR, as speedily as possible, after such notice; but if the Leased Premises be so nearly destroyed as to make it untenable, without the fault or negligence of the LESSEE, either party may demand rescission of this Agreement. All advanced rentals shall be refunded by the LESSOR to the LESSEE without necessity of demand.

- 9.3 The LESSOR shall not be liable nor responsible for any of the following:

- 9.3.1 For the presence of bugs, vermin, ants, termites, insects of any kind, if any, in the Leased Premises;

9.3.2 For the failure of the water supply, electric current, cable TV, Internet and WIFI signal;

9.3.3 Any injury, loss or damage which the LESSEE, family, agents, guests, or employees might sustain in the Leased Premises, unless the injury, loss or damage is caused by the agents, officers, employees or representatives of the LESSOR;

9.3.4 Any damage done or occasioned by, or arising from plumbing, water, and/or other pipes, or the bursting, leaking, or destruction of any pipe, tank, water closet, electrical and other service utilities; or

9.3.5 Any damage caused by fire, earthquake, strike, demonstration, riot, rebellion, typhoon, flood, war or other unforeseen cause or event.

9.4 No loss or damage in the Leased Premises shall impair the LESSEE's obligations under this Agreement.

10. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

10.1 The LESSEE shall comply with any and all rules, regulations and policies currently existing or which may be promulgated from time to time by the LESSOR, as well as all the House Rules and Regulation implemented by the Condominium Corporation or any rules, regulations, ordinances and laws established by all duly constituted authorities of the Municipal/City or National Government arising from or regarding the use, occupancy, sanitation and pollution of the Leased Premises.

10.2 The LESSEE or any members of the household or a guest or other person under the LESSEE's responsibility shall not engage in acts of violence or illegal activity, including drug-related activity, threats of violence, unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of this Agreement that otherwise jeopardizes the health, safety or welfare of the landlord and the community.

10.3 In the event that the LESSEE is found or known to be engaging in any criminal or illegal activity, the Condominium Corporation and its administration is hereby given full authority by the LESSOR to expel the LESSEE from the premise wherein this Agreement will be subject to pre-termination and all security deposit of the LESSEE will be forfeited by the LESSOR.

11. FIRE HAZARD AND OBNOXIOUS SUBSTANCE

11.1 The LESSEE shall not keep, deposit or store in the Leased Premises any obnoxious substance or inflammable material or substance that might constitute a fire hazard, or might pollute the air and water as prohibited by law, with the exception of keeping 1 LPG cylinder for cooking purposes.

12. TAXES, DUES AND ASSESSMENTS

12.1 Real estate taxes, withholding taxes and other government assessments on the Leased Premises shall be for the account of the LESSOR.

12.2 Joining fees, regular or special assessments levied by the condominium corporation shall be for the sole account of the LESSOR, the amounts of which shall be advised to the LESSOR.

13. INSURANCE

13.1 LESSOR may obtain such insurance policy on the Leased Premises to cover his/her respective insurable interests therein. In this regard, LESSEE shall comply with all the conditions of any insurance policy; shall not permit any article or act which will violate any term of the insurance policy from being brought or committed in the Leased Premises; shall not at any time use or allow the use of electrical systems in excess of the capacity of the existing risers, feeders, and wiring of the Leased Premises, nor use or allow the use of such electrical equipment or appliances, in the Leased Premises or the premises which may cause overloading of the electrical circuits and shall otherwise do or refrain from doing such acts so

as not to endanger the safety of the Leased Premises or compromise the coverage under the insurance policies.

14. INSPECTION AND REPAIR OF PREMISES

- 14.1 During final move in date up to **fifteen (15) days** of occupancy of the unit, the LESSEE shall immediately report any issues with furniture, fixtures or appliances to the LESSOR. Otherwise if not reported on the said timeline, all other issues that warrant repair or replacement shall all be obligated to the LESSEE.
- 14.2 The LESSEE shall maintain the Leased Premises in good and tenantable condition until upon expiration of the term of this Lease Agreement. Likewise, the LESSEE shall surrender and return all the furniture and fixtures identified in the "**Inventory List**" in good condition as they were actually found at the beginning of the lease; ordinary wear and tear is expected.
- 14.3 The LESSOR or its authorized agent after giving due notice to the LESSEE shall have the right to enter the Leased Premises in the presence of LESSEE or its representative at any reasonable hour to enter and inspect the Leased Premises. The LESSEE hereby agrees to cooperate with the LESSOR in keeping the Leased Premises in good tenantable condition.
- 14.4 Upon prior notice of the LESSOR, the LESSEE at any reasonable hour shall give the right of the LESSOR to show/exhibit the Leased Premises to prospective tenants, in case the LESSEE has no more intention of renewing the lease provided that entering the Leased Premises must be in the presence of the LESSEE or its representative.

15. DEFAULT AND CONSEQUENCES OF DEFAULT

- 15.1 Non-payment of the monthly lease based on the agreed timeline, the LESSOR may declare the LESSEE in default by serving a written notice to the LESSEE. Upon the LESSEE being in default, the LESSOR shall, exercise, in addition to any other remedies as may be prescribed by law, the following rights:
- 15.1.1 To terminate this Agreement through serving a written notice to the LESSEE;
- 15.1.2 To immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises;
- 15.1.3 To demand and receive from the LESSEE payment for any and all unpaid rentals and other financial obligations stipulated in, or arising out of this Agreement;
- 15.1.4 To take possession of and sell at public or private sale any and all properties of the LESSEE found in the Leased Premises and to apply the proceeds thereof in payment of any unpaid accounts of the LESSEE;
- 15.1.5 To automatically forfeit in its favor the security deposit and remaining unused amount of rental advance referred to in Section 3.

16. TERMINATION OF LEASE

- 16.1 Upon termination or expiration of the lease for any reasons whatsoever, the LESSEE agrees and warrants to return and peacefully vacate the Leased Premises without necessity of

demand. In case of the expiration of the lease period, the LESSOR shall have all the right to immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, all damages caused by such shall all be obligated to the LESSEE. Padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises.

16.2 At the termination or expiration of the lease, all keys shall be returned without need of any demand. Likewise, the LESSEE shall deliver the Leased Premises in as good and tenantable condition, in all respects, as the same now are, reasonable wear and tear excepted, devoid of all occupants, furniture, articles and effects of any kind owned by the LESSEE.

17. REPRESENTATION AND WARRANTIES

17.1 The LESSOR represents and warrants that it has good and sufficient title and interest in the Leased Premises and full authority to enter into and execute this Agreement. The LESSOR further covenants that there are no liens, encumbrances or other impediments of title covering the Leased Premises that would impede or prevent the LESSEE from enjoying his/her rights under this Agreement. The LESSOR shall indemnify and hold the LESSEE free and harmless from any and all loss, damage or liability suffered by the LESSEE in the event that this Agreement cannot be enforced due to defect in the LESSOR's title or adverse claims or restrictions thereon. In the event that the LESSEE's peaceful possession of the Leased Premises is interrupted for any reason whatsoever, the LESSOR shall refund to the LESSEE or its authorized representative the unapplied portion of the rent and the full amount of the Security Deposit (after deducting any unpaid utilities of the LESSEE), at the option of the LESSEE, to extend the lease period for such period equivalent to the disruption of the LESSEE's peaceful possession.

17.2 Both parties are qualified under local law, regulations, policies and administrative requirement to do business and to the extent required by applicable law, as may be necessary to enter into this Agreement.

18. NON-WAIVER

18.1 The failure of any party to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be construed as a waiver or relinquishment of any right or remedy the non-defaulting may have, and shall not be a bar for any action it may take, nor shall it be construed as a waiver of any subsequent breach of default of this terms, conditions and covenants hereof, which terms, conditions and covenant shall to be in full force and effect.

18.2 Any waiver of the parties' rights hereunder can only be made in writing.

19. BINDING EFFECT

19.1 This Agreement shall be binding not only between the parties hereto but also upon their respective successors and assigns.

20. AMENDMENT

20.1 This Agreement and any of its terms, clauses and sub-clauses can only be amended, modified, waived, discharged, or terminated by written agreement between LESSOR and LESSEE.

21. GOVERNING LAW

21.1 This Agreement shall be construed under Philippine Law.

22. VENUE

22.1 If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any legal action, suit or proceeding arising out or relating to this Agreement shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

Whenever necessary to promote arbitration or to seek judicial relief, the parties agree that any legal action, suit or proceeding arising out of or relating to this Agreement may be instituted in any competent court in Taguig City, to the exclusion of other courts of equal jurisdiction.

23. LITIGATION

23.1 Notwithstanding any other provision of this Agreement, the prevailing party in any suit or proceeding, judicial or otherwise, arising out of or by reason of this Agreement, shall be entitled to receive from the other party all reasonable expenses, costs of the suit and reasonable attorney's fees not less than 20% of the amount sought to be recovered.

24. SEPARABILITY

24.1 Should any of the terms and conditions or any part or clause of this Agreement be declared void or unenforceable by competent authority, the same shall not invalidate the other terms and conditions, parts or clauses of this Agreement, which shall continue to be in full force and effect.

25. NOTICES

25.1 Any notice or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, e-mail or facsimile to such party at the address specified below:

To the LESSOR:

JOSEPH FRANCIS SOUZA JR. AND JANICE CASTRO HILAY-LAY

Zone 4-A Kalugmanan Manalo Fortich
Bukidnon, Philippines

To the LESSEE:

JOSHUA M. BINGCANG

President and CEO

BASES CONVERSION AND DEVELOPMENT AUTHORITY

2/F Bonifacio Technology Center,
31st Street corner 2nd Avenue
Bonifacio Global City, Taguig City

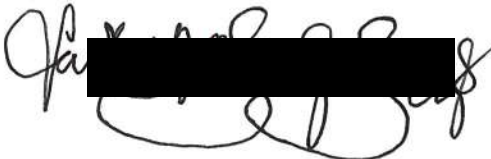
FEB 21 2025

IN WITNESS WHEREOF, the parties hereto have hereunto signed this _____ day of _____,
20__ in Taguig City.



**JOSEPH FRANCIS SOUZA JR./
JANICE CASTRO HILAY-LAY**

LESSOR



JOSHUA M. BINGCANG
President and CEO

**BASES CONVERSION AND DEVELOPMENT
AUTHORITY**

LESSEE



ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City) SS.

BEFORE ME, a Notary Public for and in Taguig City, personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE/PLACE OF ISSUE
JOSHUA M. BINGCANG	[REDACTED]	27 Aug. 2021/
JOSEPH FRANCIS SOUZA	Li	[REDACTED]
JANICE CASTRO HILAY-LAY	ID	[REDACTED]

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed confirm their own free acts and the entities they each represent.

SIGNED AND SEALED on FEB 21 2025 in Taguig City, Philippines.

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MA. ESMERALDA R. CONANAN
Notary Public for and in Makati City
Until December 31, 2025
App. No. M-055 (2024-2025) Makati City
Attorney's Roll No. 34562
MCLE Compliance No. VIII-0009662/valid until 4-14-2028
PTR No. 10467303/1-2-2025/Makati City
IBP Lifetime Member No. 05413
3/F Dela Rosa Carpark I, Dela Rosa St.
Laguna Village, Makati City



JOSEPH FRANCIS SOUZA JR. AND JANICE CASTRO HILAY-LAY

Zone 4-A Kalugmanan Manalo,
Fortich Bukidnon

Subject: **NOTICE OF AWARD**
Lease of Temporary Housing Facilities
of PN Senior Officers

Dear **Mr. Souza Jr. and Ms. Hilay-lay:**

We are pleased to notify you that the Contract for the lease renewal of Anahaw Unit 512-514, Ivory Residences, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers is hereby awarded to you with a contract price of **Fifty-Five Thousand and 00/100 Pesos (Php 55,000.00) per month**, exclusive of applicable taxes and inclusive of all applicable fees related to the leased premises.

You are therefore required within ten (10) calendar days from receipt of this Notice of Award to formally enter into contract with BCDA. Failure to enter into the said contract shall constitute a sufficient ground for the cancellation of this Award.

Please indicate your concurrence by signing the Notice of Award on the space below "Conforme" and return the same upon signing.

Very truly yours,

[REDACTED]
JOSHUA M. BINGCANG
President and CEO

Conforme:

[REDACTED]
JOSEPH FRANCIS SOUZA JR / JANICE CASTRO HILAY-LAY
LESSOR
Date: 07 FEBRUARY 2025

JOSEPH FRANCIS SOUZA JR. AND JANICE CASTRO HILAY-LAY
Zone 4-A Kalugmanan Manalo,
Fortich Bukidnon

Subject: **NOTICE TO PROCEED**
Lease of Temporary Housing Facilities
of PN Senior Officers


Dear **Mr. Souza Jr. and Ms. Hilay-lay:**

In connection with the Contract for the lease renewal of Anahaw Unit 512-514, Ivory Residences, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers, this notice is hereby given to you to proceed with said undertaking.


Upon receipt of this notice, you shall be responsible to perform the services under the terms and conditions stated in the Contract.

Please indicate your concurrence by signing the Notice to Proceed on the space below "Conforme" and return the same upon signing.

Very truly yours,


JOSHUA M. BINGCANG
President and CEO

Conforme:


JOSEPH FRANCIS SOUZA JR / JANICE CASTRO HILAY-LAY
LESSOR
Date: 21 FEBRUARY 2025

LEASE AGREEMENT OF TEMPORARY HOUSING FACILITIES OF PN SENIOR OFFICERS

KNOW ALL MEN BY THESE PRESENTS:

This Lease Agreement (the "Agreement") is executed between:

MA. DULCE DELLA DECAPIA, Filipino Citizen, of legal age, and with postal address at D5E Santan Street, Bonifacio Naval Station, Fort Bonifacio, Taguig City, Philippines, hereinafter referred to as the "**LESSOR**";

-and-

BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), is a government instrumentality vested with corporate powers duly organized and existing under Republic Act No, 7227, as amended, with office address at 2nd Floor, Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City, Philippines, represented herein by its President and CEO, **JOSHUA M. BINGCANG**, who is duly authorized for this purpose, as evidenced by the BCDA Manual of Approval dated 22 November 2017 hereto attached as Annex "A", hereinafter referred to as the "**LESSEE**".

WITNESSETH: That –

WHEREAS, the LESSOR is the registered owner possessor of the leased premises as evidenced by the following documents attached hereto:

1. Contract to Sell dated 22 January 2015 for Parking Slot No. 62, Fennel Building, Cedar Crest (Annex "B")
2. Certification from Property Management Office of Cedar Crest (Annex "C")

WHEREAS, the LESSEE is desirous and agreeable to lease from the LESSOR the Leased Premises from 16 February 2025 to 15 February 2028.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations all hereunder set forth, the LESSOR hereby transfers by way of lease to the LESSEE, and the LESSEE accepts by way of lease from the LESSOR, the leased premises under the following terms and conditions:

1. LEASED PREMISES

1.1 The Leased Premises is/are any of the following:

- | | | | |
|-------|-------------------|---|-------------|
| 1.1.1 | Project | : | Cedar Crest |
| 1.1.2 | Building / PS No. | : | Fennel / 67 |
| 1.1.5 | Parking Slot Area | : | 12.5 sqm. |

2. TERM

- 2.1 The term of the lease shall be from 16 February 2025 to 15 February 2028, which may be renewed provided that a written notice of extension or renewal is given to the LESSOR at least forty-five (45) days prior to the expiration of the term of this Agreement. The LESSOR and the LESSEE shall endeavor to execute a lease agreement for the renewal of the term at least one (1) month prior to the expiration of the term of this Agreement.
- 2.2 The LESSEE may pre-terminate this Agreement after two (2) years from the commencement of the lease, provided the LESSOR is informed in writing at least one (1) month prior to the desired termination date.
- 2.3 Upon the expiration of the lease period or termination due to default, the LESSOR shall exercise the rights, without need of any judicial declaration, provided for either by law or in Section 7 of this Agreement.



3. LEASE PAYMENT

3.1 The monthly lease is **Five Thousand and 0/100 Pesos (Php 5,000.00)**, exclusive of applicable taxes and fees and inclusive of association dues and CUSA related to the Leased Premises. The LESSEE shall pay the monthly lease every 16th day of the month starting 16 February 2025 to 15 February 2028, without necessity of demand. The LESSEE shall deposit the monthly lease in the LESSOR’s bank account as follows:

Bank Name	BPI Family Bank – BGC
Account Name	MA. DULCE DELLA DECAPIA
Type	Current Account
Account No.	7415-0157-92

4. ASSIGNMENT AND SUBLEASE

4.1 The LESSEE shall not assign or transfer its right in this Agreement or sublease or sublet the Leased Premises and no right, title or interest thereto or therein shall be conferred to or vested on anyone, other than LESSEE, without the written consent of the LESSOR.

4.2 Any violation of this provision shall put the LESSEE in default.

5. SALE / TRANSFER / MORTGAGE

5.1 In the event of sale, transfer, mortgage, or any encumbrance of the Leased Premises or any existing sale, transfer, mortgage or any encumbrance of the same, the LESSOR shall warrant that the purchaser, mortgagee, or encumbrance shall respect all terms and conditions of this Agreement.

6. RESTRICTION ON THE USE OF LEASED PREMISES

6.1 The LESSEE shall use the Leased premises exclusively for PARKING use only. The LESSEE shall not use the leased premises for any other purpose. No loss or damage in the leased premises shall impair the LESSEE’s obligations under this Agreement.

6.2 The LESSEE shall comply with any and all rules, regulations and policies currently existing or which may be promulgated from time to time by the LESSOR or the relevant Condominium Corporation as well as the rules, regulations, ordinances and laws established by all duly constituted authorities of the Municipal / City or National Government arising from or regarding the use, occupancy, sanitation and pollution of the leased premises.

6.3 The LESSEE will be responsible for securing required parking car pass and will only park his/her vehicle at the designated parking slot and must display the car pass on the dashboard or windshield for inspection or entry. Only Registered Cars will be allowed to use the said leased slot. Any change of vehicle during the lease term must be subject for registration to Property Management Office (PMO).

6.4 The LESSEE agrees to vacate immediately and surrender the leased parking slot as soon as this Agreement expires or terminated. LESSOR shall automatically have the right to re-possess the leased premises without need of further court action. All expenses incurred to re-possess the leased premises shall be for the account of the LESSEE.

7. DEFAULT AND CONSEQUENCES OF DEFAULT

7.1 Upon the LESSEE’s failure to pay rent and/or the violation of any of the terms and conditions of this Agreement by the LESSEE, the LESSOR may immediately declare the LESSEE in default by serving a written notice to the LESSEE. Upon the LESSEE being in default, the LESSOR shall, exercise, in addition to any other remedies as may be prescribed by law, the following rights:

7.1.1 To terminate this Agreement through serving a written notice to the LESSEE;



- 7.1.2 To demand and receive from the LESSEE payment for any and all unpaid rentals and other financial obligations stipulated in, or arising out of this Agreement;
- 7.1.3 To demand and receive from the LESSEE payment for the rentals and fees corresponding to the unexpired portion of the lease period;
- 7.1.4 To install wheel clamp on the LESSEE's vehicle parked in the leased parking slot should there be any unpaid rentals and other financial obligations stipulated in, or arising out of this Agreement; upon knowledge of and prior to moveout until settled in full;
- 7.1.5 To tow LESSEE's vehicle parked in the leased parking slot and submit the same to impounding area when left unclaimed or still has unsettled obligations after 30 calendar days upon contract expiration or termination.

7.2 Unless the injury, loss or damage is caused by the LESSOR's agents, officers, employees or representatives, the LESSOR shall not be accountable or liable for any loss, injury or damages that may be suffered by the LESSEE, his/her family, agents, guests or his/her parked motor vehicle, by reason of theft, robbery, arson or other crimes or caused by fire, earthquake, strike, demonstration, riot, rebellion, typhoon, war or other unforeseen cause or event.

8. NON-WAIVER

8.1 The failure of any party to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be constructed as a waiver or relinquishment of any right or remedy the non-defaulting may have, and shall not be a bar for any action it may take, nor shall it be construed as a waiver of any subsequent breach of default of this terms, conditions and covenants hereof, which terms, conditions and covenant shall to be in full force and effect.

8.2 Any waiver of the parties' rights hereunder can only be made in writing.

9. BINDING EFFECT

9.1 This Agreement shall be binding not only between the parties hereto but also upon their respective successors and assigns.

10. AMENDMENT

10.1 This Agreement and any of its terms, clauses and sub-clauses can only be amended, modified, waived, discharged, or terminated by written agreement between LESSOR and LESSEE.

11. GOVERNING LAW

11.1 This Agreement shall be construed under Philippine Law.

12. VENUE

12.1 If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any legal action, suit or proceeding arising out or relating to this Agreement shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

Whenever necessary to promote arbitration or to seek judicial relief, the parties agree that any legal action, suit or proceeding arising out of or relating to this Agreement may be instituted in any competent court in Taguig City, to the exclusion of other courts of equal jurisdiction.

13. LITIGATION

13.1 Notwithstanding any other provision of this Agreement, the prevailing party in any suit or proceeding, judicial or otherwise, arising out of or by reason of this Agreement, shall be entitled to receive from the other party all reasonable expenses, costs of the suit and reasonable attorney's fees not less than 20% of the amount sought to be recovered.

14. SEPARABILITY

14.1 Should any of the terms and conditions or any part or clause of this Agreement be declared void or unenforceable by competent authority, the same shall not invalidate the other terms and conditions, parts or clauses of this Agreement, which shall continue to be in full force and effect.

15. NOTICES

15.1 Any notice required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, e-mail or facsimile to such party at the address specified below:

To the LESSOR:

MA. DULCE DELLA DECAPIA
D5E Santan Street, Bonifacio Naval Station
Fort Bonifacio, Taguig City


To the LESSEE:

JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT AUTHORITY
2/F Bonifacio Technology Center,
31st Street corner 2nd Avenue
Bonifacio Global City, Taguig City

FEB 21 2025

IN WITNESS WHEREOF, the parties hereto have hereunto signed this ____ day of _____, 20__ in Taguig City.


MA. DULCE DELLA DECAPIA
LESSOR


JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT AUTHORITY
LESSEE



ACKNOWLEDGMENT

Republic of the Philippines)
Makati City Taguig City) SS.

BEFORE ME, a Notary Public for and in Taguig City, personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE/PLACE OF ISSUE
JOSHUA M. BINGCANG	[REDACTED]	[REDACTED]
MA. DULCE DELLA DECAPIA	[REDACTED]	[REDACTED]

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed confirm their own free acts and the entities they each represent.

SIGNED AND SEALED on **FEB 21 2025** in **MAKATI CITY**, Philippines.

MIA. ESMERALDA R. CONANAN
Notary Public for and in Makati City
Until December 31, 2025
App. No. M-013 (2024-2025) Makati City
Attorney's Roll No. 34562
MCLE Compliance No. VIII-0009662/valid until 4-14-2028
PTR No. 10467303/1-2-2025/Makati City
IBP Lifetime Member No. 05413
3/F Dela Rosa Carpark I, Dela Rosa St.
Legaspi Village, Makati City

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MA. DULCE DELLA DECAPIA

D5E Santan Street, Bonifacio Naval Station
Fort Bonifacio, Taguig City

Subject: **NOTICE OF AWARD**
Lease of Temporary Housing Facilities
of PN Senior Officers

Dear **Ms. Decapia**:

We are pleased to notify you that the Contract for the lease renewal of Parking Slot No. 67, Fennel Building, Cedar Crest, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers is hereby awarded to you with a contract price of **Five Thousand and 00/100 Pesos (Php 5,000.00) per month**, exclusive of applicable taxes and inclusive of all applicable fees related to the leased premises.

You are therefore required within ten (10) calendar days from receipt of this Notice of Award to formally enter into contract with BCDA. Failure to enter into the said contract shall constitute a sufficient ground for the cancellation of this Award.

Please indicate your concurrence by signing the Notice of Award on the space below "Conforme" and return the same upon signing.

Very truly yours,

JOSHUA M. BINGCANG
President and CEO

Conforme:

MA. DULCE DELLA DECAPIA
LESSOR

Date: 07 FEBRUARY 2025



MA. DULCE DELLA DECAPIA

D5E Santan Street, Bonifacio Naval Station
Fort Bonifacio, Taguig City

Subject: **NOTICE TO PROCEED**
Lease of Temporary Housing Facilities
of PN Senior Officers


Dear **Ms. Decapia**:

In connection with the Contract for the lease renewal of Parking Slot No. 67, Fennel Building, Cedar Crest, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers, this notice is hereby given to you to proceed with said undertaking.

Upon receipt of this notice, you shall be responsible to perform the services under the terms and conditions stated in the Contract.

Please indicate your concurrence by signing the Notice to Proceed on the space below "Conforme" and return the same upon signing.

Very truly yours,


JOSHUA M. BINGCANG
President and CEO

Conforme:


MA. DULCE DELLA DECAPIA
LESSOR

Date: 21 FEBRUARY 2025

LEASE AGREEMENT OF TEMPORARY HOUSING FACILITIES OF PN SENIOR OFFICERS

KNOW ALL MEN BY THESE PRESENTS:

This Lease Agreement (the "Agreement") is executed between:

GINA R. CANONES, Filipino Citizen, of legal age, and with postal address at Lot 18 Block 13 Mt. Batulao St. Marapara Heights Subd., Bacolod City, Philippines, Philippines, hereinafter referred to as the "**LESSOR**";

-and-

BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), is a government instrumentality vested with corporate powers duly organized and existing under Republic Act No. 7227, as amended, with office address at 2nd Floor, Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City, Philippines, represented herein by its President and CEO, **JOSHUA M. BINGCANG**, who is duly authorized for this purpose, as evidenced by the BCDA Manual of Approval dated 22 November 2017 hereto attached as Annex "A", hereinafter referred to as the "**LESSEE**".

WITNESSETH: That –

WHEREAS, the LESSOR is the registered owner possessor of the leased premises as evidenced by the following documents attached hereto:

1. Contract to Sell dated 10 July 2012 for Parking Slot No. 150, Jade Building (Annex "B")
2. Certification of Full Payment for Parking Space, Jade, RWP-00F-P-0150 from DMCI Homes (Annex "C")
3. Certification from Property Management Office of Rosewood Pointe (Annex "D")

WHEREAS, the LESSEE is desirous and agreeable to lease from the LESSOR the Leased Premises from 16 February 2025 to 15 February 2028.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations all hereunder set forth, the LESSOR hereby transfers by way of lease to the LESSEE, and the LESSEE accepts by way of lease from the LESSOR, the leased premises under the following terms and conditions:

1. LEASED PREMISES

1.1 The Leased Premises is/are any of the following:

- | | | | |
|-------|-------------------|---|-----------------|
| 1.1.1 | Project | : | Rosewood Pointe |
| 1.1.2 | Building / PS No. | : | Jade / 150 |
| 1.1.3 | Parking Slot Area | : | 12.5 sqm. |

2. TERM

- 2.1 The term of the lease shall be from 16 February 2025 to 15 February 2028, which may be renewed provided that a written notice of extension or renewal is given to the LESSOR at least forty-five (45) days prior to the expiration of the term of this Agreement. The LESSOR and the LESSEE shall endeavor to execute a lease agreement for the renewal of the term at least one (1) month prior to the expiration of the term of this Agreement.
- 2.2 The LESSEE may pre-terminate this Agreement after two (2) years from the commencement of the lease, provided the LESSOR is informed in writing at least one (1) month prior to the desired termination date.
- 2.3 Upon the expiration of the lease period or termination due to default, the LESSOR shall exercise the rights, without need of any judicial declaration, provided for either by law or in Section 7 of this Agreement.



Engineering & Social Support Department



DE2025-0275

3. LEASE PAYMENT

3.1 The monthly lease is **Five Thousand and 0/100 Pesos (Php 5,000.00)**, exclusive of applicable taxes and fees and inclusive of association dues and CUSA related to the Leased Premises. The LESSEE shall pay the monthly lease every 16th day of the month starting 16 February 2025 to 15 February 2028, without necessity of demand. The LESSEE shall deposit the monthly lease in the LESSOR’s bank account as follows:

Bank Name	BDO – SM CITY BACOLOD
Account Name	GINA R. CANONES
Type	Savings Account
Account No.	001960105165

4. ASSIGNMENT AND SUBLEASE

4.1 The LESSEE shall not assign or transfer its right in this Agreement or sublease or sublet the Leased Premises and no right, title or interest thereto or therein shall be conferred to or vested on anyone, other than LESSEE, without the written consent of the LESSOR.

4.2 Any violation of this provision shall put the LESSEE in default.

5. SALE / TRANSFER / MORTGAGE

5.1 In the event of sale, transfer, mortgage, or any encumbrance of the Leased Premises or any existing sale, transfer, mortgage or any encumbrance of the same, the LESSOR shall warrant that the purchaser, mortgagee, or encumbrance shall respect all terms and conditions of this Agreement.

6. RESTRICTION ON THE USE OF LEASED PREMISES

6.1 The LESSEE shall use the Leased premises exclusively for PARKING use only. The LESSEE shall not use the leased premises for any other purpose. No loss or damage in the leased premises shall impair the LESSEE’s obligations under this Agreement.

6.2 The LESSEE shall comply with any and all rules, regulations and policies currently existing or which may be promulgated from time to time by the LESSOR or the relevant Condominium Corporation as well as the rules, regulations, ordinances and laws established by all duly constituted authorities of the Municipal / City or National Government arising from or regarding the use, occupancy, sanitation and pollution of the leased premises.

6.3 The LESSEE will be responsible for securing required parking car pass and will only park his/her vehicle at the designated parking slot and must display the car pass on the dashboard or windshield for inspection or entry. Only Registered Cars will be allowed to use the said leased slot. Any change of vehicle during the lease term must be subject for registration to Property Management Office (PMO).

6.4 The LESSEE agrees to vacate immediately and surrender the leased parking slot as soon as this Agreement expires or terminated. LESSOR shall automatically have the right to re-possess the leased premises without need of further court action. All expenses incurred to re-possess the leased premises shall be for the account of the LESSEE.

7. DEFAULT AND CONSEQUENCES OF DEFAULT

7.1 Upon the LESSEE’s failure to pay rent and/or the violation of any of the terms and conditions of this Agreement by the LESSEE, the LESSOR may immediately declare the LESSEE in default by serving a written notice to the LESSEE. Upon the LESSEE being in default, the LESSOR shall, exercise, in addition to any other remedies as may be prescribed by law, the following rights:

7.1.1 To terminate this Agreement through serving a written notice to the LESSEE;

- 7.1.2 To demand and receive from the LESSEE payment for any and all unpaid rentals and other financial obligations stipulated in, or arising out of this Agreement;
 - 7.1.3 To demand and receive from the LESSEE payment for the rentals and fees corresponding to the unexpired portion of the lease period;
 - 7.1.4 To install wheel clamp on the LESSEE's vehicle parked in the leased parking slot should there be any unpaid rentals and other financial obligations stipulated in, or arising out of this Agreement; upon knowledge of and prior to moveout until settled in full;
 - 7.1.5 To tow LESSEE's vehicle parked in the leased parking slot and submit the same to impounding area when left unclaimed or still has unsettled obligations after 30 calendar days upon contract expiration or termination.
- 7.2 Unless the injury, loss or damage is caused by the LESSOR's agents, officers, employees or representatives, the LESSOR shall not be accountable or liable for any loss, injury or damages that may be suffered by the LESSEE, his/her family, agents, guests or his/her parked motor vehicle, by reason of theft, robbery, arson or other crimes or caused by fire, earthquake, strike, demonstration, riot, rebellion, typhoon, war or other unforeseen cause or event.

8. NON-WAIVER

- 8.1 The failure of any party to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be construed as a waiver or relinquishment of any right or remedy the non-defaulting may have, and shall not be a bar for any action it may take, nor shall it be construed as a waiver of any subsequent breach of default of this terms, conditions and covenants hereof, which terms, conditions and covenant shall to be in full force and effect.
- 8.2 Any waiver of the parties' rights hereunder can only be made in writing.

9. BINDING EFFECT

- 9.1 This Agreement shall be binding not only between the parties hereto but also upon their respective successors and assigns.

10. AMENDMENT

- 10.1 This Agreement and any of its terms, clauses and sub-clauses can only be amended, modified, waived, discharged, or terminated by written agreement between LESSOR and LESSEE.

11. GOVERNING LAW

- 11.1 This Agreement shall be construed under Philippine Law.

12. VENUE

- 12.1** If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any legal action, suit or proceeding arising out or relating to this Agreement shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

Whenever necessary to promote arbitration or to seek judicial relief, the parties agree that any legal action, suit or proceeding arising out of or relating to this Agreement may be instituted in any competent court in Taguig City, to the exclusion of other courts of equal jurisdiction.

13. LITIGATION

13.1 Notwithstanding any other provision of this Agreement, the prevailing party in any suit or proceeding, judicial or otherwise, arising out of or by reason of this Agreement, shall be entitled to receive from the other party all reasonable expenses, costs of the suit and reasonable attorney's fees not less than 20% of the amount sought to be recovered.

14. SEPARABILITY

14.1 Should any of the terms and conditions or any part or clause of this Agreement be declared void or unenforceable by competent authority, the same shall not invalidate the other terms and conditions, parts or clauses of this Agreement, which shall continue to be in full force and effect.

15. NOTICES

15.1 Any notice required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, e-mail or facsimile to such party at the address specified below:

To the LESSOR:



GINA R. CANONES
Lot 18 Block 13 Mt. Batulao St.
Marapara Heights Subd., Bacolod City

To the LESSEE:

JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT AUTHORITY
2/F Bonifacio Technology Center,
31st Street corner 2nd Avenue
Bonifacio Global City, Taguig City

FEB 21 2025

IN WITNESS WHEREOF, the parties hereto have hereunto signed this ____ day of _____, 20__ in Taguig City.



GINA R. CANONES
LESSOR



JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT AUTHORITY
LESSEE

ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City) SS.

BEFORE ME, a Notary Public for and in Taguig City, personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE/PLACE OF ISSUE
JOSHUA M. BINGCANG	[REDACTED]	[REDACTED]
GINA R. CANONES	[REDACTED]	[REDACTED]

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed confirm their own free acts and the entities they each represent.

SIGNED AND SEALED on FEB 21 2025 at MAKATI CITY, Philippines.

[REDACTED SIGNATURE]

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Book No. 43
Page No. XV
Series of 2025

Until December 31, 2025
App. No. M-013 (2024-2025) Makati City
Attorney's Roll No. 34962
MCLE Compliance No. VIII-0009662/valid until 4-14-2028
PTR No. 10467303/1-2-2025/Makati City
IBP Lifetime Member No. 05413
d/f Bela Rosa Carpark I, Bela Rosa St.
Legaspi Village, Makati City

[REDACTED]

GINA R. CANONES

Lot 18 Block 13 Mt. Batulao St.,
Marapara Heights Subdivision,
Bacolod City

Subject: **NOTICE OF AWARD**
Lease of Temporary Housing Facilities
of PN Senior Officers

Dear **Ms. Canones**:

We are pleased to notify you that the Contract for the lease renewal of Parking Slot No. 150, Jade Building, Rosewood Pointe, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers is hereby awarded to you with a contract price of **Five Thousand and 00/100 Pesos (Php 5,000.00) per month**, exclusive of applicable taxes and inclusive of all applicable fees related to the leased premises.

You are therefore required within ten (10) calendar days from receipt of this Notice of Award to formally enter into contract with BCDA. Failure to enter into the said contract shall constitute a sufficient ground for the cancellation of this Award.

Please indicate your concurrence by signing the Notice of Award on the space below "Conforme" and return the same upon signing.

Very truly yours,

[Redacted Signature]

JOSHUA M. BINGCANG
President and CEO

Conforme:

[Redacted Signature]

GINA R. CANONES
LESSOR

Date: 07 FEBRUARY 2025

GINA R. CANONES

Lot 18 Block 13 Mt. Batulao St.,
Marapara Heights Subdivision,
Bacolod City

Subject: **NOTICE TO PROCEED**
Lease of Temporary Housing Facilities
of PN Senior Officers


Dear **Ms. Canones**:

In connection with the Contract for the lease renewal of Parking Slot No. 150, Jade Building, Rosewood Pointe, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers, this notice is hereby given to you to proceed with said undertaking.

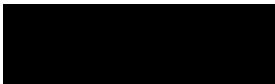
Upon receipt of this notice, you shall be responsible to perform the services under the terms and conditions stated in the Contract.

Please indicate your concurrence by signing the Notice to Proceed on the space below "Conforme" and return the same upon signing.

Very truly yours,


JOSHUA M. BINGCANG
President and CEO

Conforme:


GINA R. CANONES
LESSOR
Date: 21 FEBRUARY 2025

LEASE AGREEMENT OF TEMPORARY HOUSING FACILITIES OF PN SENIOR OFFICERS

KNOW ALL MEN BY THESE PRESENTS:

This Lease Agreement (the "Agreement") is executed between:

HJ ADELEEN FRANCES S. TIU, Filipino Citizen, of legal age, and with postal address at 332 Mabolo St., Ayala Alabang Village, Muntinlupa City, Philippines, hereinafter referred to as the "**LESSOR**";

-and-

BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), is a government instrumentality vested with corporate powers duly organized and existing under Republic Act No, 7227, as amended, with office address at 2nd Floor, Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City, Philippines, represented herein by its President and CEO, **JOSHUA M. BINGCANG**, who is duly authorized for this purpose, as evidenced by the BCDA Manual of Approval dated 22 November 2017 hereto attached as Annex "A", hereinafter referred to as the "**LESSEE**".

WITNESSETH: That –

WHEREAS, the LESSOR is the registered owner possessor of the leased premises as evidenced by the following documents attached hereto:

1. Contract to Sell dated 19 July 2013 for Parking Slot No. 67, Flamingo Building, Verawood Residences (Annex "B")
2. Certification from Property Management Office of Verawood Residences (Annex "C")

WHEREAS, the LESSEE is desirous and agreeable to lease from the LESSOR the Leased Premises from 16 February 2025 to 15 February 2028.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations all hereunder set forth, the LESSOR hereby transfers by way of lease to the LESSEE, and the LESSEE accepts by way of lease from the LESSOR, the leased premises under the following terms and conditions:

1. LEASED PREMISES

1.1 The Leased Premises is/are any of the following:

- | | | | |
|-------|-------------------|---|-------------------------|
| 1.1.1 | Project | : | Verawood Residences |
| 1.1.2 | Building / PS No. | : | Flamingo / 67 |
| 1.1.3 | Parking Slot Area | : | 12.5 sqm., more or less |

2. TERM

- 2.1 The term of the lease shall be from 16 February 2025 to 15 February 2028, which may be renewed provided that a written notice of extension or renewal is given to the LESSOR at least forty-five (45) days prior to the expiration of the term of this Agreement. The LESSOR and the LESSEE shall endeavor to execute a lease agreement for the renewal of the term at least one (1) month prior to the expiration of the term of this Agreement.
- 2.2 The LESSEE may pre-terminate this Agreement after two (2) years from the commencement of the lease, provided the LESSOR is informed in writing at least one (1) month prior to the desired termination date.
- 2.3 Upon the expiration of the lease period or termination due to default, the LESSOR shall exercise the rights, without need of any judicial declaration, provided for either by law or in Section 7 of this Agreement.



Engineering & Social Support Department



DE2025-0272

3. LEASE PAYMENT

3.1 The monthly lease is **Five Thousand and 0/100 Pesos (Php 5,000.00)**, exclusive of applicable taxes and fees and inclusive of association dues and CUSA related to the Leased Premises. The LESSEE shall pay the monthly lease every 16th day of the month starting 16 February 2025 to 15 February 2028, without necessity of demand. The LESSEE shall deposit the monthly lease in the LESSOR's bank account as follows:

Bank Name	BPI – Ayala Alabang
Account Name	HJ ADELEEN FRANCES S. TIU
Type	Savings Account
Account No.	8299-1479-17

4. ASSIGNMENT AND SUBLEASE

4.1 The LESSEE shall not assign or transfer its right in this Agreement or sublease or sublet the Leased Premises and no right, title or interest thereto or therein shall be conferred to or vested on anyone, other than LESSEE, without the written consent of the LESSOR.

4.2 Any violation of this provision shall put the LESSEE in default.

5. SALE / TRANSFER / MORTGAGE

5.1 In the event of sale, transfer, mortgage, or any encumbrance of the Leased Premises or any existing sale, transfer, mortgage or any encumbrance of the same, the LESSOR shall warrant that the purchaser, mortgagee, or encumbrance shall respect all terms and conditions of this Agreement.

6. RESTRICTION ON THE USE OF LEASED PREMISES

6.1 The LESSEE shall use the Leased premises exclusively for PARKING use only. The LESSEE shall not use the leased premises for any other purpose. No loss or damage in the leased premises shall impair the LESSEE's obligations under this Agreement.

6.2 The LESSEE shall comply with any and all rules, regulations and policies currently existing or which may be promulgated from time to time by the LESSOR or the relevant Condominium Corporation as well as the rules, regulations, ordinances and laws established by all duly constituted authorities of the Municipal / City or National Government arising from or regarding the use, occupancy, sanitation and pollution of the leased premises.

6.3 The LESSEE will be responsible for securing required parking car pass and will only park his/her vehicle at the designated parking slot and must display the car pass on the dashboard or windshield for inspection or entry. Only Registered Cars will be allowed to use the said leased slot. Any change of vehicle during the lease term must be subject for registration to Property Management Office (PMO).

6.4 The LESSEE agrees to vacate immediately and surrender the leased parking slot as soon as this Agreement expires or terminated. LESSOR shall automatically have the right to re-possess the leased premises without need of further court action. All expenses incurred to re-possess the leased premises shall be for the account of the LESSEE.

7. DEFAULT AND CONSEQUENCES OF DEFAULT

7.1 Upon the LESSEE's failure to pay rent and/or the violation of any of the terms and conditions of this Agreement by the LESSEE, the LESSOR may immediately declare the LESSEE in default by serving a written notice to the LESSEE. Upon the LESSEE being in default, the LESSOR shall, exercise, in addition to any other remedies as may be prescribed by law, the following rights:

7.1.1 To terminate this Agreement through serving a written notice to the LESSEE;



- 7.1.2 To demand and receive from the LESSEE payment for any and all unpaid rentals and other financial obligations stipulated in, or arising out of this Agreement;
- 7.1.3 To demand and receive from the LESSEE payment for the rentals and fees corresponding to the unexpired portion of the lease period;
- 7.1.4 To install wheel clamp on the LESSEE's vehicle parked in the leased parking slot should there be any unpaid rentals and other financial obligations stipulated in, or arising out of this Agreement; upon knowledge of and prior to moveout until settled in full;
- 7.1.5 To tow LESSEE's vehicle parked in the leased parking slot and submit the same to impounding area when left unclaimed or still has unsettled obligations after 30 calendar days upon contract expiration or termination.

7.2 Unless the injury, loss or damage is caused by the LESSOR's agents, officers, employees or representatives, the LESSOR shall not be accountable or liable for any loss, injury or damages that may be suffered by the LESSEE, his/her family, agents, guests or his/her parked motor vehicle, by reason of theft, robbery, arson or other crimes or caused by fire, earthquake, strike, demonstration, riot, rebellion, typhoon, war or other unforeseen cause or event.

8. NON-WAIVER

8.1 The failure of any party to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be construed as a waiver or relinquishment of any right or remedy the non-defaulting may have, and shall not be a bar for any action it may take, nor shall it be construed as a waiver of any subsequent breach of default of this terms, conditions and covenants hereof, which terms, conditions and covenant shall to be in full force and effect.

8.2 Any waiver of the parties' rights hereunder can only be made in writing.

9. BINDING EFFECT

9.1 This Agreement shall be binding not only between the parties hereto but also upon their respective successors and assigns.

10. AMENDMENT

10.1 This Agreement and any of its terms, clauses and sub-clauses can only be amended, modified, waived, discharged, or terminated by written agreement between LESSOR and LESSEE.

11. GOVERNING LAW

11.1 This Agreement shall be construed under Philippine Law.

12. VENUE

12.1 If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any legal action, suit or proceeding arising out or relating to this Agreement shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

Whenever necessary to promote arbitration or to seek judicial relief, the parties agree that any legal action, suit or proceeding arising out of or relating to this Agreement may be instituted in any competent court in Taguig City, to the exclusion of other courts of equal jurisdiction.

13. LITIGATION

13.1 Notwithstanding any other provision of this Agreement, the prevailing party in any suit or proceeding, judicial or otherwise, arising out of or by reason of this Agreement, shall be entitled to receive from the other party all reasonable expenses, costs of the suit and reasonable attorney's fees not less than 20% of the amount sought to be recovered.

14. SEPARABILITY

14.1 Should any of the terms and conditions or any part or clause of this Agreement be declared void or unenforceable by competent authority, the same shall not invalidate the other terms and conditions, parts or clauses of this Agreement, which shall continue to be in full force and effect.

15. NOTICES

15.1 Any notice required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, e-mail or facsimile to such party at the address specified below:

To the LESSOR:

HJ ADELEEN FRANCES S. TIU
332 Mabolo St., Ayala Alabang Village
Muntinlupa City


To the LESSEE:

JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT AUTHORITY
2/F Bonifacio Technology Center,
31st Street corner 2nd Avenue
Bonifacio Global City, Taguig City

FEB 21 2025

IN WITNESS WHEREOF, the parties hereto have hereunto signed this ____ day of _____, 20__ in Taguig City.


HJ ADELEEN FRANCES S. TIU
LESSOR


President and CEO
BASES CONVERSION AND DEVELOPMENT
AUTHORITY
LESSEE



ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City)
MAKATI CITY) SS.

BEFORE ME, a Notary Public for and in Taguig City, personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE/PLACE OF ISSUE
JOSHUA M. BINGCANG	[REDACTED]	27 Aug 2021/
HJ ADELEEN FRANCES S. TIU	[REDACTED]	

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed confirm their own free acts and the entities they each represent.

SIGNED AND SEALED on FEB 21 2025 in MAKATI CITY, Philippines.

Doc. No. 209
Book No. 43
Page No. XV
Series of 2025

[REDACTED SIGNATURE]

Notary Public for and in Makati City
Until December 31, 2025
Appt. No. M-013 (2024-2025) Makati City
Attorney's Roll No. 34562
MCLE Compliance No. VIII-0009662/valid until 4-14-2028
PTR No. 10467303/1-2-2025/Makati City
IBP Lifetime Member No. 05413
3/F Dela Rosa Carpark I, Dela Rosa St.
Legaspi Village, Makati City



HJ ADELEEN FRANCES S. TIU
332 Mabolo St., Ayala Alabang Village
Muntinlupa City

Subject: **NOTICE OF AWARD**
Lease of Temporary Housing Facilities
of PN Senior Officers

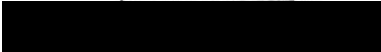
Dear **Ms. Tiu**:

We are pleased to notify you that the Contract for the lease renewal of Parking Slot No. 67, Flamingo Building, Verawood Residences, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers is hereby awarded to you with a contract price of **Five Thousand and 00/100 Pesos (Php 5,000.00) per month**, exclusive of applicable taxes and inclusive of all applicable fees related to the leased premises.

You are therefore required within ten (10) calendar days from receipt of this Notice of Award to formally enter into contract with BCDA. Failure to enter into the said contract shall constitute a sufficient ground for the cancellation of this Award.

Please indicate your concurrence by signing the Notice of Award on the space below "Conforme" and return the same upon signing.

Very truly yours,


JOSHUA M. BINGCANG
President and CEO

Conforme:


HJ ADELEEN FRANCES S. TIU
LESSOR

Date: 07 FEBRUARY 2025

HJ ADELEEN FRANCES S. TIU
332 Mabolo St., Ayala Alabang Village
Muntinlupa City

Subject: **NOTICE TO PROCEED**
Lease of Temporary Housing Facilities
of PN Senior Officers

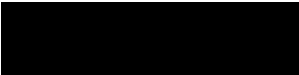
Dear **Ms. Tiu**:

In connection with the Contract for the lease renewal of Parking Slot No. 67, Flamingo Building, Verawood Residences, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers, this notice is hereby given to you to proceed with said undertaking.


Upon receipt of this notice, you shall be responsible to perform the services under the terms and conditions stated in the Contract.

Please indicate your concurrence by signing the Notice to Proceed on the space below "Conforme" and return the same upon signing.

Very truly yours,


JOSHUA M. BINGCANG
President and CEO

Conforme:


HJ ADELEEN FRANCES S. TIU
LESSOR
Date: 21 FEBRUARY 2025

**LEASE AGREEMENT OF TEMPORARY HOUSING FACILITIES OF
PN SENIOR OFFICERS**

KNOW ALL MEN BY THESE PRESENTS:

This Lease Agreement (the "Agreement") is made and executed on _____ in Taguig City, by and between:

TYRON P. RAMOS AND RIZIELL M. RAMOS, Filipino, of legal age, and with postal address at Block 20 Lot 23B Gemma Cruz Street, BF Resort Village, Las Piñas City, Philippines, hereinafter referred to as the "LESSOR";

and

BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), hereinafter referred to as the "LESSEE"; is a government instrumentality vested with corporate powers duly organized and existing under Republic Act No. 7227 otherwise known as the Bases Conversion and Development Act of 1992, as amended by Republic Act No. 7917, with office address at 2nd Floor, Bonifacio Technology Center, 31st Street, Crescent Park West, Bonifacio Global City, Taguig, Metro Manila, represented herein by its President and Chief Executive Officer, **JOSHUA M. BINGCANG**, who is duly authorized for this purpose, as evidenced by the BCDA Manual of Approval dated 22 November 2017 hereto attached as Annex "A".

WITNESSETH: That –

WHEREAS, the LESSOR is the registered owner possessor of the Leased Premises as evidenced by the following documents attached hereto:

1. Condominium Certificate of Title No. 164-2018008911 (Annex "B")
2. Condominium Certificate of Title No. 164-2018011956 (Annex "C")
3. Condominium Certificate of Title No. 164-2018009052 (Annex "D")
4. Certification from Project Management Office of Verawood (Annex "E")

WHEREAS, the LESSEE is desirous and agreeable to lease from the LESSOR the Leased Premises from 16 February 2025 to 15 February 2028.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations all hereunder set forth, the LESSOR hereby transfers by way of lease to the LESSEE, and the LESSEE accepts by way of lease from the LESSOR, the Leased Premises under the following terms and conditions:

1. LEASED PREMISES

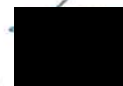
1.1 The Leased Premises is/are any of the following:

- | | | | |
|-------|-----------------------------|---|-------------------------|
| 1.1.1 | Project | : | Verawood Residences |
| 1.1.2 | Building / Unit No. | : | Lime / 312 |
| 1.1.3 | Unit Area | : | 79.5 sqm., more or less |
| 1.1.4 | Building / PS No. | : | Lime / G-63 |
| 1.1.5 | Parking Slot Area | : | 12.5 sqm., more or less |
| 1.1.6 | Building / Service Area No. | : | Lime / 312 |
| 1.1.7 | Service Area Unit | : | 7.5 sqm., more or less |

1.2 The LESSOR hereby acknowledges that the LESSEE has inspected the Leased Premises and accepts the same on an **"unfurnished"** basis.

2. TERM

2.1 The term of the lease shall be from 16 February 2025 to 15 February 2028 which may be renewed, provided that a written notice of extension or renewal is given to the LESSOR at least forty-five (45) days prior to the expiration of the term of this Agreement. The LESSOR



and the LESSEE shall endeavor to execute a lease agreement for the renewal of the term at least one (1) month prior to the expiration of the term of this Agreement.

- 2.2 The LESSEE may pre-terminate this Agreement after two (2) years from the commencement of the lease, provided the LESSOR is informed in writing at least one (1) month prior to the desired termination date.
- 2.3 Upon the expiration of the lease period or termination due to default, the LESSOR shall exercise the rights, without the need of any judicial declaration, provided for either by law or in Section 16 of this Agreement.

3. LEASE PAYMENT

- 3.1 The monthly lease is **Thirty-Eight Thousand Five Hundred Pesos (Php 38,500.00)**, exclusive of applicable taxes and inclusive of association dues related to the leased premises and share on association dues related to the common area. The LESSEE shall pay the monthly lease every 16th day of the month starting 16 February 2025 to 15 February 2028, without necessity of demand. Failure of the LESSEE to pay monthly lease on due date will be considered as default and will be subject to Section 15 of this Agreement. The LESSEE shall deposit the monthly lease in the LESSOR's bank account as follows:

Bank Name	BPI – Alabang Town Center
Account Name	Riziell M. Ramos
Type	Checking Account
Account No.	1590040718

- 3.2 Upon signing of this Agreement, the LESSEE shall pay Security Deposit in the amount of **Seventy-Seven Thousand and 00/100 Pesos (Php 77,000.00)** equivalent to two (2) months of the monthly lease which shall be applied in the last two (2) remaining months of the lease. The LESSOR or its authorized representative and the LESSEE shall inspect the Leased Premises on the 34th month to determine any damages.

4. ASSIGNMENT AND SUBLEASE

- 4.1 The LESSEE shall not assign or transfer its right in this Agreement or sublease or sublet all or any part of the Leased Premises and no right, title or interest thereto or therein shall be conferred to or vested on anyone, other than LESSEE, without the written consent of the LESSOR.
- 4.2 Any violation of this provision shall put the LESSEE in default.

5. SALE / TRANSFER / MORTGAGE

- 5.1 In the event of sale, transfer, mortgage, or any encumbrance of the Leased Premises or any existing sale, transfer, mortgage or any encumbrance of the same, the LESSOR shall warrant that the purchaser, mortgagee, or encumbrance shall respect all terms and conditions of this Agreement.

6. RESTRICTION ON THE USE OF LEASED PREMISES

- 6.1 The LESSEE shall use the Leased Premises exclusively for residential purposes only. The LESSEE shall not use the Leased Premises for any other purposes.
- 6.2 The guests and visitors may be allowed for visitation purposes only, in the event or occasion shall the guests or visitors be allowed to stay or be accommodated in the Leased Premises for a period not longer than three (3) days except for approved written consent from the LESSOR. All individuals who are deemed trespassing, pose any threats or violations in safety and security of the residents and premises must be immediately escorted out by the PMO security personnel of the Leased Premises.

6.3 Likewise, the LESSEE shall be bound to comply with the Master Deed with Declaration of Restrictions (for condominium corporation) or Deed of Restriction (for homeowners' association), rules, regulations and policies of either the condominium corporation or homeowners' association, as the case may be.

7. IMPROVEMENTS AND ALTERATIONS BY THE LESSEE

7.1 The LESSEE shall not make substantial structural alterations or modifications on the Leased Premises without the prior written consent of the LESSOR and if such consent is granted, shall be at the own expense of the LESSEE. However, all alterations/improvements made by the LESSEE are to its own expense, and improvements shall upon termination of this Agreement automatically inure to the benefit of the Leased Premises and become property of the LESSOR without any obligation to refund the cost to the LESSEE. The LESSEE, however, shall have the absolute right to introduce movable furniture and fixtures and improvements or other things which are not permanent in nature and to remove whichever of the said objects the LESSEE has put in or installed. However, if at the expiration of the term of this Agreement, removal of such things should cause damage or defacement to the Leased Premises, the LESSEE shall fully compensate the LESSOR for such damage.

8. SANITATION AND REPAIRS

8.1 The LESSEE shall keep the Leased Premises clean and in sanitary condition. The LESSOR shall be responsible for all major repairs on the premises caused by force majeure and ordinary wear and tear, except repairs due to the fault or negligence of the LESSEE, members of his/her household, employees, house help, or guests. Routine maintenance of the air-conditioning units shall be for the account of the LESSEE. Should either LESSOR or LESSEE fail to undertake repairs on their respective responsibilities, within a reasonable period of time or within **thirty (30) days**, after due notice, either the LESSOR or the LESSEE as the case may be, at his/her option may undertake such repairs upon proper notification to the party concerned. Upon presentation of satisfactory evidence of the reasonable costs incurred, such costs shall be reimbursed to the party concerned without undue delay.

9. PUBLIC UTILITIES, RISK OF LOSS OR DAMAGES

9.1 The LESSEE shall pay for the utilities on or before its due date which include water, electricity, telephone, cable TV, Internet and WIFI charges. Any delay in payment shall be subject to termination or unavailability of service to be facilitated by the Condominium Corporation or any Third Party Service Provider.

9.2 The LESSOR shall not be accountable or liable for any loss, injury or damages that may be suffered by the LESSEE in the Leased Premises by reason of theft, robbery, arson or other crimes. The LESSEE has no liability in case of earthquakes, flood, and malicious damages by others aside from his/her agents, employees, domestic help, or guests, which are beyond the control of the LESSEE. In case of damage to the Leased Premises, or its appurtenances by fire, earthquake, war, or any other unforeseen cause, the LESSEE shall immediately give notice thereof to the LESSOR. If the Leased Premises shall be damaged by the unforeseen causes as mentioned above without the fault or negligence of the LESSEE, or his/her agents, employees, servants, or guests, the injury or damage shall be repaired, at the expense of the LESSOR, as speedily as possible, after such notice; but if the Leased Premises be so nearly destroyed as to make it untenable, without the fault or negligence of the LESSEE, either party may demand rescission of this Agreement. All advanced rentals shall be refunded by the LESSOR to the LESSEE without necessity of demand.

9.3 The LESSOR shall not be liable nor responsible for any of the following:

9.3.1 For the presence of bugs, vermin, ants, termites, insects of any kind, if any, in the Leased Premises;

9.3.2 For the failure of the water supply, electric current, cable TV, Internet and WIFI signal;

- 9.3.3 Any injury, loss or damage which the LESSEE, family, agents, guests, or employees might sustain in the Leased Premises, unless the injury, loss or damage is caused by the agents, officers, employees or representatives of the LESSOR;
 - 9.3.4 Any damage done or occasioned by, or arising from plumbing, water, and/or other pipes, or the bursting, leaking, or destruction of any pipe, tank, water closet, electrical and other service utilities; or
 - 9.3.5 Any damage caused by fire, earthquake, strike, demonstration, riot, rebellion, typhoon, flood, war or other unforeseen cause or event.
- 9.4 No loss or damage in the Leased Premises shall impair the LESSEE's obligations under this Agreement.

10. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

- 10.1 The LESSEE shall comply with any and all rules, regulations and policies currently existing or which may be promulgated from time to time by the LESSOR, as well as all the House Rules and Regulation implemented by the Condominium Corporation or any rules, regulations, ordinances and laws established by all duly constituted authorities of the Municipal/City or National Government arising from or regarding the use, occupancy, sanitation and pollution of the Leased Premises.
- 10.2 The LESSEE or any members of the household or a guest or other person under the LESSEE's responsibility shall not engage in acts of violence or illegal activity, including drug-related activity, threats of violence, unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of this Agreement that otherwise jeopardizes the health, safety or welfare of the landlord and the community.
- 10.3 In the event that the LESSEE is found or known to be engaging in any criminal or illegal activity, the Condominium Corporation and its administration is hereby given full authority by the LESSOR to expel the LESSEE from the premise wherein this Agreement will be subject to pre-termination and all security deposit of the LESSEE will be forfeited by the LESSOR.

11. FIRE HAZARD AND OBNOXIOUS SUBSTANCE

- 11.1 The LESSEE shall not keep, deposit or store in the Leased Premises any obnoxious substance or inflammable material or substance that might constitute a fire hazard, or might pollute the air and water as prohibited by law, with the exception of keeping 1 LPG cylinder for cooking purposes.

12. TAXES, DUES AND ASSESSMENTS

- 12.1 Real estate taxes, withholding taxes and other government assessments on the Leased Premises shall be for the account of the LESSOR.
- 12.2 Joining fees, regular or special assessments levied by the condominium corporation shall be for the sole account of the LESSOR, the amounts of which shall be advised to the LESSOR.

13. INSURANCE

- 13.1 LESSOR may obtain such insurance policy on the Leased Premises to cover his/her respective insurable interests therein. In this regard, LESSEE shall comply with all the conditions of any insurance policy; shall not permit any article or act which will violate any term of the insurance policy from being brought or committed in the Leased Premises; shall not at any time use or allow the use of electrical systems in excess of the capacity of the existing risers, feeders, and wiring of the Leased Premises, nor use or allow the use of such electrical equipment or appliances, in the Leased Premises or the premises which may cause overloading of the electrical circuits and shall otherwise do or refrain from doing such acts so as not to endanger the safety of the Leased Premises or compromise the coverage under the insurance policies.

14. INSPECTION AND REPAIR OF PREMISES

- 14.1 During final move in date up to **fifteen (15) days** of occupancy of the unit, the LESSEE shall immediately report any issues with furniture, fixtures or appliances to the LESSOR. Otherwise if not reported on the said timeline, all other issues that warrant repair or replacement shall all be obligated to the LESSEE.
- 14.2 The LESSEE shall maintain the Leased Premises in good and tenantable condition until upon expiration of the term of this Lease Agreement. Likewise, the LESSEE shall surrender and return all the furniture and fixtures identified in the "**Inventory List**" in good condition as they were actually found at the beginning of the lease; ordinary wear and tear is expected.
- 14.3 The LESSOR or its authorized agent after giving due notice to the LESSEE shall have the right to enter the Leased Premises in the presence of LESSEE or its representative at any reasonable hour to enter and inspect the Leased Premises. The LESSEE hereby agrees to cooperate with the LESSOR in keeping the Leased Premises in good tenantable condition.
- 14.4 Upon prior notice of the LESSOR, the LESSEE at any reasonable hour shall give the right of the LESSOR to show/exhibit the Leased Premises to prospective tenants, in case the LESSEE has no more intention of renewing the lease provided that entering the Leased Premises must be in the presence of the LESSEE or its representative.

15. DEFAULT AND CONSEQUENCES OF DEFAULT

- 15.1 Non-payment of the monthly lease based on the agreed timeline, the LESSOR may declare the LESSEE in default by serving a written notice to the LESSEE. Upon the LESSEE being in default, the LESSOR shall, exercise, in addition to any other remedies as may be prescribed by law, the following rights:
- 15.1.1 To terminate this Agreement through serving a written notice to the LESSEE;
- 15.1.2 To immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises;
- 15.1.3 To demand and receive from the LESSEE payment for any and all unpaid rentals and other financial obligations stipulated in, or arising out of this Agreement;
- 15.1.4 To take possession of and sell at public or private sale any and all properties of the LESSEE found in the Leased Premises and to apply the proceeds thereof in payment of any unpaid accounts of the LESSEE;
- 15.1.5 To automatically forfeit in its favor the security deposit and remaining unused amount of rental advance referred to in Section 3.

16. TERMINATION OF LEASE

- 16.1 Upon termination or expiration of the lease for any reasons whatsoever, the LESSEE agrees and warrants to return and peacefully vacate the Leased Premises without necessity of demand. In case of the expiration of the lease period, the LESSOR shall have all the right to immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and

authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, all damages caused by such shall all be obligated to the LESSEE. Padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises.

16.2 At the termination or expiration of the lease, all keys shall be returned without need of any demand. Likewise, the LESSEE shall deliver the Leased Premises in as good and tenantable condition, in all respects, as the same now are, reasonable wear and tear excepted, devoid of all occupants, furniture, articles and effects of any kind owned by the LESSEE.

17. REPRESENTATION AND WARRANTIES

17.1 The LESSOR represents and warrants that it has good and sufficient title and interest in the Leased Premises and full authority to enter into and execute this Agreement. The LESSOR further covenants that there are no liens, encumbrances or other impediments of title covering the Leased Premises that would impede or prevent the LESSEE from enjoying his/her rights under this Agreement. The LESSOR shall indemnify and hold the LESSEE free and harmless from any and all loss, damage or liability suffered by the LESSEE in the event that this Agreement cannot be enforced due to defect in the LESSOR's title or adverse claims or restrictions thereon. In the event that the LESSEE's peaceful possession of the Leased Premises is interrupted for any reason whatsoever, the LESSOR shall refund to the LESSEE or its authorized representative the unapplied portion of the rent and the full amount of the Security Deposit (after deducting any unpaid utilities of the LESSEE), at the option of the LESSEE, to extend the lease period for such period equivalent to the disruption of the LESSEE's peaceful possession.

17.2 Both parties are qualified under local law, regulations, policies and administrative requirement to do business and to the extent required by applicable law, as may be necessary to enter into this Agreement.

18. NON-WAIVER

18.1 The failure of any party to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be construed as a waiver or relinquishment of any right or remedy the non-defaulting may have, and shall not be a bar for any action it may take, nor shall it be construed as a waiver of any subsequent breach of default of this terms, conditions and covenants hereof, which terms, conditions and covenant shall to be in full force and effect.

18.2 Any waiver of the parties' rights hereunder can only be made in writing.

19. BINDING EFFECT

19.1 This Agreement shall be binding not only between the parties hereto but also upon their respective successors and assigns.

20. AMENDMENT

20.1 This Agreement and any of its terms, clauses and sub-clauses can only be amended, modified, waived, discharged, or terminated by written agreement between LESSOR and LESSEE.

21. GOVERNING LAW

21.1 This Agreement shall be construed under Philippine Law.

22. VENUE

22.1 If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any legal action, suit or proceeding arising out or relating to this Agreement shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

Whenever necessary to promote arbitration or to seek judicial relief, the parties agree that any legal action, suit or proceeding arising out of or relating to this Agreement may be instituted in any competent court in Taguig City, to the exclusion of other courts of equal jurisdiction.

23. LITIGATION

23.1 Notwithstanding any other provision of this Agreement, the prevailing party in any suit or proceeding, judicial or otherwise, arising out of or by reason of this Agreement, shall be entitled to receive from the other party all reasonable expenses, costs of the suit and reasonable attorney's fees not less than 20% of the amount sought to be recovered.


24. SEPARABILITY

24.1 Should any of the terms and conditions or any part or clause of this Agreement be declared void or unenforceable by competent authority, the same shall not invalidate the other terms and conditions, parts or clauses of this Agreement, which shall continue to be in full force and effect.

25. NOTICES

25.1 Any notice or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, e-mail or facsimile to such party at the address specified below:

To the LESSOR:


TYRON P. RAMOS AND RIZIELL M. RAMOS
Block 20 Lot 23B Gemma Cruz Street,
BF Resort Village, Las Piñas City


To the LESSEE:

JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT AUTHORITY
2/F Bonifacio Technology Center,
31st Street corner 2nd Avenue
Bonifacio Global City, Taguig City




FEB 21 2025

IN WITNESS WHEREOF, the parties hereto have hereunto signed this ____ day of _____, 20__ in Taguig City.


TYRON P. RAMOS
LESSOR


RIZIÉLL M. RAMOS
LESSOR

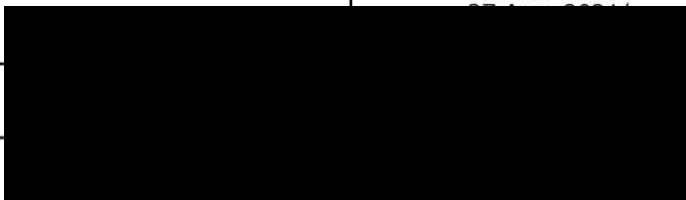

JOSHUA M. BINGCANG
President and CEO
**BASES CONVERSION AND DEVELOPMENT
AUTHORITY**
LESSEE



ACKNOWLEDGMENT

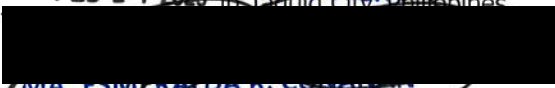
Republic of the Philippines)
Taguig City **MAKATI CITY**) SS.

BEFORE ME, a Notary Public for and in Taguig City, personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE/PLACE OF ISSUE
JOSHUA M. BINGCANG		
TYRON P. RAMOS		
RIZIELL M. RAMOS		

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed confirm their own free acts and the entities they each represent.

SIGNED AND SEALED on **FEB 21 2025** in **MAKATI CITY**, Philippines



IVIA ESTIVERALDA R. CORDERO
Notary Public for and in Makati City
Until December 31, 2025
Appt. No. 1625 (2024-2025) Makati City
Attorney's Roll No. 34562
MCLE Compliance No. VIII-0009662/valid until 4-14-2028
PTR No. 10467303/1-2-2025/Makati City
IBP Lifetime Member No. 09413
A/F Dela Rosa Carpark I, Dela Rosa St.
Legaspi Village, Makati City

Doc. No. 211
Book No. 44
Page No. XV
Series of 2025



TYRON P. RAMOS AND RIZIELL M. RAMOS

Block 20 Lot 23B Gemma Cruz Street,
BF Resort Village, Las Piñas City

Subject: **NOTICE OF AWARD**
Lease of Temporary Housing Facilities
of PN Senior Officers

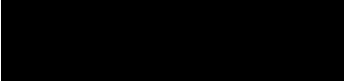
Dear **Mr. and Mrs. Ramos:**

We are pleased to notify you that the Contract for the lease renewal of Unit 312 Lime, Verawood, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers is hereby awarded to you with a contract price of **Thirty-Eight Thousand Five Hundred and 00/100 Pesos (Php 38,500.00) per month**, exclusive of applicable taxes and inclusive of all applicable fees related to the leased premises.

You are therefore required within ten (10) calendar days from receipt of this Notice of Award to formally enter into contract with BCDA. Failure to enter into the said contract shall constitute a sufficient ground for the cancellation of this Award.

Please indicate your concurrence by signing the Notice of Award on the space below "Conforme" and return the same upon signing.

Very truly yours,


JOSHUA M. BINGCANG
President and CEO

Conforme:


TYRON P. RAMOS / RIZIELL M. RAMOS
LESSOR

Date: 07 FEBRUARY 2025



TYRON P. RAMOS AND RIZIELL M. RAMOS

Block 20 Lot 23B Gemma Cruz Street,
BF Resort Village, Las Piñas City

Subject: **NOTICE TO PROCEED**
Lease of Temporary Housing Facilities
of PN Senior Officers

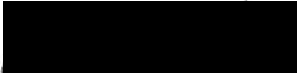
Dear **Mr. and Mrs. Ramos:**

In connection with the Contract for the lease renewal of Unit 312 Lime, Verawood, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers, this notice is hereby given to you to proceed with said undertaking.

Upon receipt of this notice, you shall be responsible to perform the services under the terms and conditions stated in the Contract.

Please indicate your concurrence by signing the Notice to Proceed on the space below "Conforme" and return the same upon signing.

Very truly yours,


JOSHUA M. BINGCANG
President and CEO

Conforme:


TYRON P. RAMOS / RIZIELL M. RAMOS
LESSOR

Date: 21 FEBRUARY 2025

**LEASE AGREEMENT OF TEMPORARY HOUSING FACILITIES OF
PN SENIOR OFFICERS**

KNOW ALL MEN BY THESE PRESENTS:

This Lease Agreement (the "Agreement") is made and executed on _____ in Taguig City, by and between:

RENE BOBIS CIRIO AND NOREEN CLUTARIO CIRIO, Filipino, of legal age, and with postal address at 413 Marigold Building, Cedar Crest, Acacia Estates, Taguig City, Philippines, hereinafter referred to as the "LESSOR";

and

BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), hereinafter referred to as the "LESSEE"; is a government instrumentality vested with corporate powers duly organized and existing under Republic Act No. 7227 otherwise known as the Bases Conversion and Development Act of 1992, as amended by Republic Act No. 7917, with office address at 2nd Floor, Bonifacio Technology Center, 31st Street, Crescent Park West, Bonifacio Global City, Taguig, Metro Manila, represented herein by its President and Chief Executive Officer, **JOSHUA M. BINGCANG**, who is duly authorized for this purpose, as evidenced by the BCDA Manual of Approval dated 22 November 2017 hereto attached as Annex "A".

WITNESSETH: That –

WHEREAS, the LESSOR is the registered owner possessor of the Leased Premises as evidenced by the following documents attached hereto:

1. Contract to Sell for Unit 124, Lime Building, Verawood Residences (Annex "B")
2. Contract to Sell for Parking Unit 59, Lime Building, Verawood Residences (Annex "C")
3. Certification from Project Management Office of Verawood Residences (Annex "D")

WHEREAS, the LESSEE is desirous and agreeable to lease from the LESSOR the Leased Premises from 16 February 2025 to 15 February 2028.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations all hereunder set forth, the LESSOR hereby transfers by way of lease to the LESSEE, and the LESSEE accepts by way of lease from the LESSOR, the Leased Premises under the following terms and conditions:

1. LEASED PREMISES

1.1 The Leased Premises is/are any of the following:

- | | | | |
|-------|---------------------|---|--------------------------|
| 1.1.1 | Project | : | Verawood Residences |
| 1.1.2 | Building / Unit No. | : | Lime / 124 |
| 1.1.3 | Unit Area | : | 83.50 sqm., more or less |
| 1.1.4 | Building / PS No. | : | Lime / 59 |
| 1.1.5 | Parking Slot Area | : | 12.50 sqm., more or less |

1.2 The LESSOR hereby acknowledges that the LESSEE has inspected the Leased Premises and accepts the same on a "**fully furnished**" basis as indicated in the attached inventory list (Annex "E").

2. TERM

2.1 The term of the lease shall be from 16 February 2025 to 15 February 2028 which may be renewed, provided that a written notice of extension or renewal is given to the LESSOR at least forty-five (45) days prior to the expiration of the term of this Agreement. The LESSOR and the LESSEE shall endeavor to execute a lease agreement for the renewal of the term at least one (1) month prior to the expiration of the term of this Agreement.

- 2.2 The LESSEE may pre-terminate this Agreement after two (2) years from the commencement of the lease, provided the LESSOR is informed in writing at least one (1) month prior to the desired termination date.
- 2.3 Upon the expiration of the lease period or termination due to default, the LESSOR shall exercise the rights, without the need of any judicial declaration, provided for either by law or in Section 16 of this Agreement.

3. LEASE PAYMENT

- 3.1 The monthly lease is **Forty-Four Thousand Pesos (Php 44,000.00)**, exclusive of applicable taxes and inclusive of association dues related to the leased premises and share on association dues related to the common area. The LESSEE shall pay the monthly lease every 16th day of the month starting 16 February 2025 to 15 February 2028, without necessity of demand. Failure of the LESSEE to pay monthly lease on due date will be considered as default and will be subject to Section 15 of this Agreement. The LESSEE shall deposit the monthly lease in the LESSOR's bank account as follows:

Bank Name	Metrobank – Fort BGC Taguig City
Account Name	RENE BOBIS CIRIO
Type	Savings Account
Account No.	4923492137112

- 3.2 Upon signing of this Agreement, the LESSEE shall pay Security Deposit in the amount of **Eighty-Eight Thousand and 00/100 Pesos (Php 88,000.00)** equivalent to two (2) months of the monthly lease which shall be applied in the last two (2) remaining months of the lease. The LESSOR or its authorized representative and the LESSEE shall inspect the Leased Premises on the 34th month to determine any damages.

4. ASSIGNMENT AND SUBLEASE

- 4.1 The LESSEE shall not assign or transfer its right in this Agreement or sublease or sublet all or any part of the Leased Premises and no right, title or interest thereto or therein shall be conferred to or vested on anyone, other than LESSEE, without the written consent of the LESSOR.
- 4.2 Any violation of this provision shall put the LESSEE in default.

5. SALE / TRANSFER / MORTGAGE

- 5.1 In the event of sale, transfer, mortgage, or any encumbrance of the Leased Premises or any existing sale, transfer, mortgage or any encumbrance of the same, the LESSOR shall warrant that the purchaser, mortgagee, or encumbrance shall respect all terms and conditions of this Agreement.

6. RESTRICTION ON THE USE OF LEASED PREMISES

- 6.1 The LESSEE shall use the Leased Premises exclusively for residential purposes only. The LESSEE shall not use the Leased Premises for any other purposes.
- 6.2 The guests and visitors may be allowed for visitation purposes only, in the event or occasion shall the guests or visitors be allowed to stay or be accommodated in the Leased Premises for a period not longer than three (3) days except for approved written consent from the LESSOR. All individuals who are deemed trespassing, pose any threats or violations in safety and security of the residents and premises must be immediately escorted out by the PMO security personnel of the Leased Premises.
- 6.3 Likewise, the LESSEE shall be bound to comply with the Master Deed with Declaration of Restrictions (for condominium corporation) or Deed of Restriction (for homeowners' association), rules, regulations and policies of either the condominium corporation or homeowners' association, as the case may be.

7. IMPROVEMENTS AND ALTERATIONS BY THE LESSEE

7.1 The LESSEE shall not make substantial structural alterations or modifications on the Leased Premises without the prior written consent of the LESSOR and if such consent is granted, shall be at the own expense of the LESSEE. However, all alterations/improvements made by the LESSEE are to its own expense, and improvements shall upon termination of this Agreement automatically inure to the benefit of the Leased Premises and become property of the LESSOR without any obligation to refund the cost to the LESSEE. The LESSEE, however, shall have the absolute right to introduce movable furniture and fixtures and improvements or other things which are not permanent in nature and to remove whichever of the said objects the LESSEE has put in or installed. However, if at the expiration of the term of this Agreement, removal of such things should cause damage or defacement to the Leased Premises, the LESSEE shall fully compensate the LESSOR for such damage.

8. SANITATION AND REPAIRS

8.1 The LESSEE shall keep the Leased Premises clean and in sanitary condition. The LESSOR shall be responsible for all major repairs on the premises caused by force majeure and ordinary wear and tear, except repairs due to the fault or negligence of the LESSEE, members of his/her household, employees, house help, or guests. Routine maintenance of the air-conditioning units shall be for the account of the LESSEE. Should either LESSOR or LESSEE fail to undertake repairs on their respective responsibilities, within a reasonable period of time or within **thirty (30) days**, after due notice, either the LESSOR or the LESSEE as the case may be, at his/her option may undertake such repairs upon proper notification to the party concerned. Upon presentation of satisfactory evidence of the reasonable costs incurred, such costs shall be reimbursed to the party concerned without undue delay.

9. PUBLIC UTILITIES, RISK OF LOSS OR DAMAGES

9.1 The LESSEE shall pay for the utilities on or before its due date which include water, electricity, telephone, cable TV, Internet and WIFI charges. Any delay in payment shall be subject to termination or unavailability of service to be facilitated by the Condominium Corporation or any Third Party Service Provider.

9.2 The LESSOR shall not be accountable or liable for any loss, injury or damages that may be suffered by the LESSEE in the Leased Premises by reason of theft, robbery, arson or other crimes. The LESSEE has no liability in case of earthquakes, flood, and malicious damages by others aside from his/her agents, employees, domestic help, or guests, which are beyond the control of the LESSEE. In case of damage to the Leased Premises, or its appurtenances by fire, earthquake, war, or any other unforeseen cause, the LESSEE shall immediately give notice thereof to the LESSOR. If the Leased Premises shall be damaged by the unforeseen causes as mentioned above without the fault or negligence of the LESSEE, or his/her agents, employees, servants, or guests, the injury or damage shall be repaired, at the expense of the LESSOR, as speedily as possible, after such notice; but if the Leased Premises be so nearly destroyed as to make it untenable, without the fault or negligence of the LESSEE, either party may demand rescission of this Agreement. All advanced rentals shall be refunded by the LESSOR to the LESSEE without necessity of demand.

9.3 The LESSOR shall not be liable nor responsible for any of the following:

9.3.1 For the presence of bugs, vermin, ants, termites, insects of any kind, if any, in the Leased Premises;

9.3.2 For the failure of the water supply, electric current, cable TV, Internet and WIFI signal;

9.3.3 Any injury, loss or damage which the LESSEE, family, agents, guests, or employees might sustain in the Leased Premises, unless the injury, loss or damage is caused by the agents, officers, employees or representatives of the LESSOR;

9.3.4 Any damage done or occasioned by, or arising from plumbing, water, and/or other pipes, or the bursting, leaking, or destruction of any pipe, tank, water closet, electrical and other service utilities; or

9.3.5 Any damage caused by fire, earthquake, strike, demonstration, riot, rebellion, typhoon, flood, war or other unforeseen cause or event.

9.4 No loss or damage in the Leased Premises shall impair the LESSEE's obligations under this Agreement.

10. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

10.1 The LESSEE shall comply with any and all rules, regulations and policies currently existing or which may be promulgated from time to time by the LESSOR, as well as all the House Rules and Regulation implemented by the Condominium Corporation or any rules, regulations, ordinances and laws established by all duly constituted authorities of the Municipal/City or National Government arising from or regarding the use, occupancy, sanitation and pollution of the Leased Premises.

10.2 The LESSEE or any members of the household or a guest or other person under the LESSEE's responsibility shall not engage in acts of violence or illegal activity, including drug-related activity, threats of violence, unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of this Agreement that otherwise jeopardizes the health, safety or welfare of the landlord and the community.

10.3 In the event that the LESSEE is found or known to be engaging in any criminal or illegal activity, the Condominium Corporation and its administration is hereby given full authority by the LESSOR to expel the LESSEE from the premise wherein this Agreement will be subject to pre-termination and all security deposit of the LESSEE will be forfeited by the LESSOR.

11. FIRE HAZARD AND OBNOXIOUS SUBSTANCE

11.1 The LESSEE shall not keep, deposit or store in the Leased Premises any obnoxious substance or inflammable material or substance that might constitute a fire hazard, or might pollute the air and water as prohibited by law, with the exception of keeping 1 LPG cylinder for cooking purposes.

12. TAXES, DUES AND ASSESSMENTS

12.1 Real estate taxes, withholding taxes and other government assessments on the Leased Premises shall be for the account of the LESSOR.

12.2 Joining fees, regular or special assessments levied by the condominium corporation shall be for the sole account of the LESSOR, the amounts of which shall be advised to the LESSOR.

13. INSURANCE

13.1 LESSOR may obtain such insurance policy on the Leased Premises to cover his/her respective insurable interests therein. In this regard, LESSEE shall comply with all the conditions of any insurance policy; shall not permit any article or act which will violate any term of the insurance policy from being brought or committed in the Leased Premises; shall not at any time use or allow the use of electrical systems in excess of the capacity of the existing risers, feeders, and wiring of the Leased Premises, nor use or allow the use of such electrical equipment or appliances, in the Leased Premises or the premises which may cause overloading of the electrical circuits and shall otherwise do or refrain from doing such acts so as not to endanger the safety of the Leased Premises or compromise the coverage under the insurance policies.

14. INSPECTION AND REPAIR OF PREMISES

14.1 During final move in date up to **fifteen (15) days** of occupancy of the unit, the LESSEE shall immediately report any issues with furniture, fixtures or appliances to the LESSOR. Otherwise if not reported on the said timeline, all other issues that warrant repair or replacement shall all be obligated to the LESSEE.

- 14.2 The LESSEE shall maintain the Leased Premises in good and tenantable condition until upon expiration of the term of this Lease Agreement. Likewise, the LESSEE shall surrender and return all the furniture and fixtures identified in the "Inventory List" in good condition as they were actually found at the beginning of the lease; ordinary wear and tear is expected.
- 14.3 The LESSOR or its authorized agent after giving due notice to the LESSEE shall have the right to enter the Leased Premises in the presence of LESSEE or its representative at any reasonable hour to enter and inspect the Leased Premises. The LESSEE hereby agrees to cooperate with the LESSOR in keeping the Leased Premises in good tenantable condition.
- 14.4 Upon prior notice of the LESSOR, the LESSEE at any reasonable hour shall give the right of the LESSOR to show/exhibit the Leased Premises to prospective tenants, in case the LESSEE has no more intention of renewing the lease provided that entering the Leased Premises must be in the presence of the LESSEE or its representative.

15. DEFAULT AND CONSEQUENCES OF DEFAULT

- 15.1 Non-payment of the monthly lease based on the agreed timeline, the LESSOR may declare the LESSEE in default by serving a written notice to the LESSEE. Upon the LESSEE being in default, the LESSOR shall, exercise, in addition to any other remedies as may be prescribed by law, the following rights:
- 15.1.1 To terminate this Agreement through serving a written notice to the LESSEE;
- 15.1.2 To immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises;
- 15.1.3 To demand and receive from the LESSEE payment for any and all unpaid rentals and other financial obligations stipulated in, or arising out of this Agreement;
- 15.1.4 To take possession of and sell at public or private sale any and all properties of the LESSEE found in the Leased Premises and to apply the proceeds thereof in payment of any unpaid accounts of the LESSEE;
- 15.1.5 To automatically forfeit in its favor the security deposit and remaining unused amount of rental advance referred to in Section 3.

16. TERMINATION OF LEASE

- 16.1 Upon termination or expiration of the lease for any reasons whatsoever, the LESSEE agrees and warrants to return and peacefully vacate the Leased Premises without necessity of demand. In case of the expiration of the lease period, the LESSOR shall have all the right to immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, all damages caused by such shall all be obligated to the LESSEE. Padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises.

16.2 At the termination or expiration of the lease, all keys shall be returned without need of any demand. Likewise, the LESSEE shall deliver the Leased Premises in as good and tenantable condition, in all respects, as the same now are, reasonable wear and tear excepted, devoid of all occupants, furniture, articles and effects of any kind owned by the LESSEE.

17. REPRESENTATION AND WARRANTIES

17.1 The LESSOR represents and warrants that it has good and sufficient title and interest in the Leased Premises and full authority to enter into and execute this Agreement. The LESSOR further covenants that there are no liens, encumbrances or other impediments of title covering the Leased Premises that would impede or prevent the LESSEE from enjoying his/her rights under this Agreement. The LESSOR shall indemnify and hold the LESSEE free and harmless from any and all loss, damage or liability suffered by the LESSEE in the event that this Agreement cannot be enforced due to defect in the LESSOR's title or adverse claims or restrictions thereon. In the event that the LESSEE's peaceful possession of the Leased Premises is interrupted for any reason whatsoever, the LESSOR shall refund to the LESSEE or its authorized representative the unapplied portion of the rent and the full amount of the Security Deposit (after deducting any unpaid utilities of the LESSEE), at the option of the LESSEE, to extend the lease period for such period equivalent to the disruption of the LESSEE's peaceful possession.

17.2 Both parties are qualified under local law, regulations, policies and administrative requirement to do business and to the extent required by applicable law, as may be necessary to enter into this Agreement.

18. NON-WAIVER

18.1 The failure of any party to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be construed as a waiver or relinquishment of any right or remedy the non-defaulting may have, and shall not be a bar for any action it may take, nor shall it be construed as a waiver of any subsequent breach of default of this terms, conditions and covenants hereof, which terms, conditions and covenant shall to be in full force and effect.

18.2 Any waiver of the parties' rights hereunder can only be made in writing.

19. BINDING EFFECT

19.1 This Agreement shall be binding not only between the parties hereto but also upon their respective successors and assigns.

20. AMENDMENT

20.1 This Agreement and any of its terms, clauses and sub-clauses can only be amended, modified, waived, discharged, or terminated by written agreement between LESSOR and LESSEE.

21. GOVERNING LAW

21.1 This Agreement shall be construed under Philippine Law.

22. VENUE

22.1 If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any legal action, suit or proceeding arising out or relating to this Agreement shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

Whenever necessary to promote arbitration or to seek judicial relief, the parties agree that any legal action, suit or proceeding arising out of or relating to this Agreement may be instituted in any competent court in Taguig City, to the exclusion of other courts of equal jurisdiction.

23. LITIGATION

23.1 Notwithstanding any other provision of this Agreement, the prevailing party in any suit or proceeding, judicial or otherwise, arising out of or by reason of this Agreement, shall be entitled to receive from the other party all reasonable expenses, costs of the suit and reasonable attorney's fees not less than 20% of the amount sought to be recovered.

24. SEPARABILITY

24.1 Should any of the terms and conditions or any part or clause of this Agreement be declared void or unenforceable by competent authority, the same shall not invalidate the other terms and conditions, parts or clauses of this Agreement, which shall continue to be in full force and effect.

25. NOTICES

25.1 Any notice or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, e-mail or facsimile to such party at the address specified below:

To the LESSOR:



RENE BOBIS CIRIO AND NOREEN CLUTARIO CIRIO
413 Marigold Building, Cedar Crest,
Acacia Estates, Taguig City

To the LESSEE:

JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT AUTHORITY
2/F Bonifacio Technology Center,
31st Street corner 2nd Avenue
Bonifacio Global City, Taguig City

FEB 21 2025

IN WITNESS WHEREOF, the parties hereto have hereunto signed this ____ day of _____,
20__ in Taguig City.



**RENE BOBIS CIRIO/
NOREEN CLUTARIO CIRIO**
LESSOR



JOSHUA M. BINGCANG
President and CEO
**BASES CONVERSION AND DEVELOPMENT
AUTHORITY**
LESSEE



Engineering & Social Support Department


DE2025-0212



ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City, **MAKATI CITY**) SS.

BEFORE ME, a Notary Public for and in Taguig City, personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE/PLACE OF ISSUE
JOSHUA M. BINGCANG		
RENE BOBIS CIRIO		
NOREEN CLUTARIO CIRIO		

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed confirm their own free acts and the entities they each represent.

SIGNED AND SEALED on FEB 21 2025 in MAKATI CITY, Philippines.



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Book No. 42
Page No. XV
Series of 2025

Notary Public
Notary Commission Expires: 31, 2025
Appr. No. M-013 (2024-2025) Makati City
Attorney's Roll No. 34562
JCLE Compliance No. VIII-0009662/valid until 4-14-2028
PTR No. 10467303/1-2-2025/Makati City
IBP Lifetime Member No. 05413
3/F Bela Rosa Carpark I, Bela Rosa St.
Legaspi Village, Makati City



RENE BOBIS CIRIO AND NOREEN CLUTARIO CIRIO

413 Marigold Building, Cedar Crest,
Acacia Estates, Taguig City

Subject: **NOTICE OF AWARD**
Lease of Temporary Housing Facilities
of PN Senior Officers


Dear **Mr. and Mrs. Cirio**:

We are pleased to notify you that the Contract for the lease renewal of Unit 124, Lime Building, Verawood Residences, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers is hereby awarded to you with a contract price of **Forty-Four Thousand and 00/100 Pesos (Php 44,000.00) per month**, exclusive of applicable taxes and inclusive of all applicable fees related to the leased premises.

You are therefore required within ten (10) calendar days from receipt of this Notice of Award to formally enter into contract with BCDA. Failure to enter into the said contract shall constitute a sufficient ground for the cancellation of this Award.

Please indicate your concurrence by signing the Notice of Award on the space below "Conforme" and return the same upon signing.

Very truly yours,


JOSHUA M. BINGCANG
President and CEO

Conforme:


RENE BOBIS CIRIO / NOREEN CLUTARIO CIRIO
LESSOR

Date: 07 FEBRUARY 2025

RENE BOBIS CIRIO AND NOREEN CLUTARIO CIRIO

413 Marigold Building, Cedar Crest,
Acacia Estates, Taguig City

Subject: **NOTICE TO PROCEED**
Lease of Temporary Housing Facilities
of PN Senior Officers


Dear **Mr. and Mrs. Cirio**:

In connection with the Contract for the lease renewal of Unit 124, Lime Building, Verawood Residences, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers, this notice is hereby given to you to proceed with said undertaking.

Upon receipt of this notice, you shall be responsible to perform the services under the terms and conditions stated in the Contract.

Please indicate your concurrence by signing the Notice to Proceed on the space below "Conforme" and return the same upon signing.

Very truly yours,


JOSHUA M. BINGCANG
President and CEO



Engineering & Social Support Department

DE2025-0214

Conforme:

 
RENE BOBIS CIRIO / NOREEN CLUTARIO CIRIO
LESSOR

Date: 21 FEBRUARY 2025

**LEASE AGREEMENT OF TEMPORARY HOUSING FACILITIES OF
PN SENIOR OFFICERS**

KNOW ALL MEN BY THESE PRESENTS:

This Lease Agreement (the "Agreement") is made and executed on _____ in Taguig City, by and between:

FRANCISCO C. NUQUI AND MONETTE A. NUQUI, Filipino, of legal age, and with postal address at 94 Kingfisher Avenue, Baybreeze Village, Hagonoy, Taguig City, Philippines, hereinafter referred to as the "LESSOR";

and

BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), hereinafter referred to as the "LESSEE"; is a government instrumentality vested with corporate powers duly organized and existing under Republic Act No. 7227 otherwise known as the Bases Conversion and Development Act of 1992, as amended by Republic Act No. 7917, with office address at 2nd Floor, Bonifacio Technology Center, 31st Street, Crescent Park West, Bonifacio Global City, Taguig, Metro Manila, represented herein by its President and Chief Executive Officer, **JOSHUA M. BINGCANG**, who is duly authorized for this purpose, as evidenced by the BCDA Manual of Approval dated 22 November 2017 hereto attached as Annex "A".

WITNESSETH: That –

WHEREAS, the LESSOR is the registered owner possessor of the Leased Premises as evidenced by the following documents attached hereto:

1. Condominium Certificate of Title No. 164-2017001404 (Annex "B")
2. Condominium Certificate of Title No. 164-2017001374 (Annex "C")
3. Condominium Certificate of Title No. 164-2017001301 (Annex "D")
4. Certification from Property Management Office of Verawood Residences (Annex "E")

WHEREAS, the LESSEE is desirous and agreeable to lease from the LESSOR the Leased Premises from 16 February 2025 to 15 February 2028.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations all hereunder set forth, the LESSOR hereby transfers by way of lease to the LESSEE, and the LESSEE accepts by way of lease from the LESSOR, the Leased Premises under the following terms and conditions:

1. LEASED PREMISES

1.1 The Leased Premises is/are any of the following:

- | | | | |
|-------|-----------------------------|---|--------------------------|
| 1.1.1 | Project | : | Verawood Residences |
| 1.1.2 | Building / Unit No. | : | Aqua / 314 |
| 1.1.3 | Unit Area | : | 79.50 sqm., more or less |
| 1.1.4 | Building / PS No. | : | Aqua / E-55 |
| 1.1.5 | Parking Slot Area | : | 12.5 sqm., more or less |
| 1.1.6 | Building / Service Area No. | : | Aqua / 314 |
| 1.1.7 | Service Area Unit | : | 7.5 sqm., more or less |

1.2 The LESSOR hereby acknowledges that the LESSEE has inspected the Leased Premises and accepts the same on a "^{semi} furnished" basis as indicated in the attached inventory list (Annex "F").

2. TERM

2.1 The term of the lease shall be from 16 February 2025 to 15 February 2028 which may be renewed, provided that a written notice of extension or renewal is given to the LESSOR at least forty-five (45) days prior to the expiration of the term of this Agreement. The LESSOR

LEASE AGREEMENT - Francisco C. Nuqui & Monette A. Nuqui

and the LESSEE shall endeavor to execute a lease agreement for the renewal of the term at least one (1) month prior to the expiration of the term of this Agreement.

- 2.2 The LESSEE may pre-terminate this Agreement after two (2) years from the commencement of the lease, provided the LESSOR is informed in writing at least one (1) month prior to the desired termination date.
- 2.3 Upon the expiration of the lease period or termination due to default, the LESSOR shall exercise the rights, without the need of any judicial declaration, provided for either by law or in Section 16 of this Agreement.

3. LEASE PAYMENT

- 3.1 The monthly lease is **Forty-Four Thousand and 00/100 Pesos (Php 44,000.00)**, exclusive of applicable taxes and inclusive of association dues related to the leased premises and share on association dues related to the common area. The LESSEE shall pay the monthly lease every 16th day of the month starting 16 February 2025 to 15 February 2028, without necessity of demand. Failure of the LESSEE to pay monthly lease on due date will be considered as default and will be subject to Section 15 of this Agreement. The LESSEE shall deposit the monthly lease in the LESSOR's bank account as follows:

Bank Name	BPI – Pateros Branch
Account Name	Monette A. Nuqui and/or Francisco C. Nuqui
Type	Checking Account
Account No.	4150-0042-47

- 3.2 Upon signing of this Agreement, the LESSEE shall pay Security Deposit in the amount of **Eighty-Eight Thousand and 00/100 Pesos (Php 88,000.00)** equivalent to two (2) months of the monthly lease which shall be applied in the last two (2) remaining months of the lease. The LESSOR or its authorized representative and the LESSEE shall inspect the Leased Premises on the 34th month to determine any damages.

4. ASSIGNMENT AND SUBLEASE

- 4.1 The LESSEE shall not assign or transfer its right in this Agreement or sublease or sublet all or any part of the Leased Premises and no right, title or interest thereto or therein shall be conferred to or vested on anyone, other than LESSEE, without the written consent of the LESSOR.
- 4.2 Any violation of this provision shall put the LESSEE in default.

5. SALE / TRANSFER / MORTGAGE

- 5.1 In the event of sale, transfer, mortgage, or any encumbrance of the Leased Premises or any existing sale, transfer, mortgage or any encumbrance of the same, the LESSOR shall warrant that the purchaser, mortgagee, or encumbrance shall respect all terms and conditions of this Agreement.

6. RESTRICTION ON THE USE OF LEASED PREMISES

- 6.1 The LESSEE shall use the Leased Premises exclusively for residential purposes only. The LESSEE shall not use the Leased Premises for any other purposes.
- 6.2 The guests and visitors may be allowed for visitation purposes only, in the event or occasion shall the guests or visitors be allowed to stay or be accommodated in the Leased Premises for a period not longer than three (3) days except for approved written consent from the LESSOR. All individuals who are deemed trespassing, pose any threats or violations in safety and security of the residents and premises must be immediately escorted out by the PMO security personnel of the Leased Premises.

6.3 Likewise, the LESSEE shall be bound to comply with the Master Deed with Declaration of Restrictions (for condominium corporation) or Deed of Restriction (for homeowners' association), rules, regulations and policies of either the condominium corporation or homeowners' association, as the case may be.

7. IMPROVEMENTS AND ALTERATIONS BY THE LESSEE

7.1 The LESSEE shall not make substantial structural alterations or modifications on the Leased Premises without the prior written consent of the LESSOR and if such consent is granted, shall be at the own expense of the LESSEE. However, all alterations/improvements made by the LESSEE are to its own expense, and improvements shall upon termination of this Agreement automatically inure to the benefit of the Leased Premises and become property of the LESSOR without any obligation to refund the cost to the LESSEE. The LESSEE, however, shall have the absolute right to introduce movable furniture and fixtures and improvements or other things which are not permanent in nature and to remove whichever of the said objects the LESSEE has put in or installed. However, if at the expiration of the term of this Agreement, removal of such things should cause damage or defacement to the Leased Premises, the LESSEE shall fully compensate the LESSOR for such damage.

8. SANITATION AND REPAIRS

8.1 The LESSEE shall keep the Leased Premises clean and in sanitary condition. The LESSOR shall be responsible for all major repairs on the premises caused by force majeure and ordinary wear and tear, except repairs due to the fault or negligence of the LESSEE, members of his/her household, employees, house help, or guests. Routine maintenance of the air-conditioning units shall be for the account of the LESSEE. Should either LESSOR or LESSEE fail to undertake repairs on their respective responsibilities, within a reasonable period of time or within **thirty (30) days**, after due notice, either the LESSOR or the LESSEE as the case may be, at his/her option may undertake such repairs upon proper notification to the party concerned. Upon presentation of satisfactory evidence of the reasonable costs incurred, such costs shall be reimbursed to the party concerned without undue delay.

9. PUBLIC UTILITIES, RISK OF LOSS OR DAMAGES

9.1 The LESSEE shall pay for the utilities on or before its due date which include water, electricity, telephone, cable TV, Internet and WIFI charges. Any delay in payment shall be subject to termination or unavailability of service to be facilitated by the Condominium Corporation or any Third Party Service Provider.

9.2 The LESSOR shall not be accountable or liable for any loss, injury or damages that may be suffered by the LESSEE in the Leased Premises by reason of theft, robbery, arson or other crimes. The LESSEE has no liability in case of earthquakes, flood, and malicious damages by others aside from his/her agents, employees, domestic help, or guests, which are beyond the control of the LESSEE. In case of damage to the Leased Premises, or its appurtenances by fire, earthquake, war, or any other unforeseen cause, the LESSEE shall immediately give notice thereof to the LESSOR. If the Leased Premises shall be damaged by the unforeseen causes as mentioned above without the fault or negligence of the LESSEE, or his/her agents, employees, servants, or guests, the injury or damage shall be repaired, at the expense of the LESSOR, as speedily as possible, after such notice; but if the Leased Premises be so nearly destroyed as to make it untenable, without the fault or negligence of the LESSEE, either party may demand rescission of this Agreement. All advanced rentals shall be refunded by the LESSOR to the LESSEE without necessity of demand.

9.3 The LESSOR shall not be liable nor responsible for any of the following:

9.3.1 For the presence of bugs, vermin, ants, termites, insects of any kind, if any, in the Leased Premises;

9.3.2 For the failure of the water supply, electric current, cable TV, Internet and WIFI signal;

- 9.3.3 Any injury, loss or damage which the LESSEE, family, agents, guests, or employees might sustain in the Leased Premises, unless the injury, loss or damage is caused by the agents, officers, employees or representatives of the LESSOR;
- 9.3.4 Any damage done or occasioned by, or arising from plumbing, water, and/or other pipes, or the bursting, leaking, or destruction of any pipe, tank, water closet, electrical and other service utilities; or
- 9.3.5 Any damage caused by fire, earthquake, strike, demonstration, riot, rebellion, typhoon, flood, war or other unforeseen cause or event.
- 9.4 No loss or damage in the Leased Premises shall impair the LESSEE's obligations under this Agreement.

10. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

- 10.1 The LESSEE shall comply with any and all rules, regulations and policies currently existing or which may be promulgated from time to time by the LESSOR, as well as all the House Rules and Regulation implemented by the Condominium Corporation or any rules, regulations, ordinances and laws established by all duly constituted authorities of the Municipal/City or National Government arising from or regarding the use, occupancy, sanitation and pollution of the Leased Premises.
- 10.2 The LESSEE or any members of the household or a guest or other person under the LESSEE's responsibility shall not engage in acts of violence or illegal activity, including drug-related activity, threats of violence, unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of this Agreement that otherwise jeopardizes the health, safety or welfare of the landlord and the community.
- 10.3 In the event that the LESSEE is found or known to be engaging in any criminal or illegal activity, the Condominium Corporation and its administration is hereby given full authority by the LESSOR to expel the LESSEE from the premise wherein this Agreement will be subject to pre-termination and all security deposit of the LESSEE will be forfeited by the LESSOR.

11. FIRE HAZARD AND OBNOXIOUS SUBSTANCE

- 11.1 The LESSEE shall not keep, deposit or store in the Leased Premises any obnoxious substance or inflammable material or substance that might constitute a fire hazard, or might pollute the air and water as prohibited by law, with the exception of keeping 1 LPG cylinder for cooking purposes.

12. TAXES, DUES AND ASSESSMENTS

- 12.1 Real estate taxes, withholding taxes and other government assessments on the Leased Premises shall be for the account of the LESSOR.
- 12.2 Joining fees, regular or special assessments levied by the condominium corporation shall be for the sole account of the LESSOR, the amounts of which shall be advised to the LESSOR.

13. INSURANCE

- 13.1 LESSOR may obtain such insurance policy on the Leased Premises to cover his/her respective insurable interests therein. In this regard, LESSEE shall comply with all the conditions of any insurance policy; shall not permit any article or act which will violate any term of the insurance policy from being brought or committed in the Leased Premises; shall not at any time use or allow the use of electrical systems in excess of the capacity of the existing risers, feeders, and wiring of the Leased Premises, nor use or allow the use of such electrical equipment or appliances, in the Leased Premises or the premises which may cause overloading of the electrical circuits and shall otherwise do or refrain from doing such acts so as not to endanger the safety of the Leased Premises or compromise the coverage under the insurance policies.

14. INSPECTION AND REPAIR OF PREMISES

- 14.1 During final move in date up to **fifteen (15) days** of occupancy of the unit, the LESSEE shall immediately report any issues with furniture, fixtures or appliances to the LESSOR. Otherwise if not reported on the said timeline, all other issues that warrant repair or replacement shall all be obligated to the LESSEE.
- 14.2 The LESSEE shall maintain the Leased Premises in good and tenantable condition until upon expiration of the term of this Lease Agreement. Likewise, the LESSEE shall surrender and return all the furniture and fixtures identified in the "**Inventory List**" in good condition as they were actually found at the beginning of the lease; ordinary wear and tear is expected.
- 14.3 The LESSOR or its authorized agent after giving due notice to the LESSEE shall have the right to enter the Leased Premises in the presence of LESSEE or its representative at any reasonable hour to enter and inspect the Leased Premises. The LESSEE hereby agrees to cooperate with the LESSOR in keeping the Leased Premises in good tenantable condition.
- 14.4 Upon prior notice of the LESSOR, the LESSEE at any reasonable hour shall give the right of the LESSOR to show/exhibit the Leased Premises to prospective tenants, in case the LESSEE has no more intention of renewing the lease provided that entering the Leased Premises must be in the presence of the LESSEE or its representative.

15. DEFAULT AND CONSEQUENCES OF DEFAULT

- 15.1 Non-payment of the monthly lease based on the agreed timeline, the LESSOR may declare the LESSEE in default by serving a written notice to the LESSEE. Upon the LESSEE being in default, the LESSOR shall, exercise, in addition to any other remedies as may be prescribed by law, the following rights:
- 15.1.1 To terminate this Agreement through serving a written notice to the LESSEE;
- 15.1.2 To immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises;
- 15.1.3 To demand and receive from the LESSEE payment for any and all unpaid rentals and other financial obligations stipulated in, or arising out of this Agreement;
- 15.1.4 To take possession of and sell at public or private sale any and all properties of the LESSEE found in the Leased Premises and to apply the proceeds thereof in payment of any unpaid accounts of the LESSEE;
- 15.1.5 To automatically forfeit in its favor the security deposit and remaining unused amount of rental advance referred to in Section 3.

16. TERMINATION OF LEASE

- 16.1 Upon termination or expiration of the lease for any reasons whatsoever, the LESSEE agrees and warrants to return and peacefully vacate the Leased Premises without necessity of demand. In case of the expiration of the lease period, the LESSOR shall have all the right to immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and

authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, all damages caused by such shall all be obligated to the LESSEE. Padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises.

16.2 At the termination or expiration of the lease, all keys shall be returned without need of any demand. Likewise, the LESSEE shall deliver the Leased Premises in as good and tenantable condition, in all respects, as the same now are, reasonable wear and tear excepted, devoid of all occupants, furniture, articles and effects of any kind owned by the LESSEE.

17. REPRESENTATION AND WARRANTIES

17.1 The LESSOR represents and warrants that it has good and sufficient title and interest in the Leased Premises and full authority to enter into and execute this Agreement. The LESSOR further covenants that there are no liens, encumbrances or other impediments of title covering the Leased Premises that would impede or prevent the LESSEE from enjoying his/her rights under this Agreement. The LESSOR shall indemnify and hold the LESSEE free and harmless from any and all loss, damage or liability suffered by the LESSEE in the event that this Agreement cannot be enforced due to defect in the LESSOR's title or adverse claims or restrictions thereon. In the event that the LESSEE's peaceful possession of the Leased Premises is interrupted for any reason whatsoever, the LESSOR shall refund to the LESSEE or its authorized representative the unapplied portion of the rent and the full amount of the Security Deposit (after deducting any unpaid utilities of the LESSEE), at the option of the LESSEE, to extend the lease period for such period equivalent to the disruption of the LESSEE's peaceful possession.

17.2 Both parties are qualified under local law, regulations, policies and administrative requirement to do business and to the extent required by applicable law, as may be necessary to enter into this Agreement.

18. NON-WAIVER

18.1 The failure of any party to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be constructed as a waiver or relinquishment of any right or remedy the non-defaulting may have, and shall not be a bar for any action it may take, nor shall it be construed as a waiver of any subsequent breach of default of this terms, conditions and covenants hereof, which terms, conditions and covenant shall to be in full force and effect.

18.2 Any waiver of the parties' rights hereunder can only be made in writing.

19. BINDING EFFECT

19.1 This Agreement shall be binding not only between the parties hereto but also upon their respective successors and assigns.

20. AMENDMENT

20.1 This Agreement and any of its terms, clauses and sub-clauses can only be amended, modified, waived, discharged, or terminated by written agreement between LESSOR and LESSEE.

21. GOVERNING LAW

21.1 This Agreement shall be construed under Philippine Law.

22. VENUE

22.1 If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any legal action, suit or proceeding arising out or relating to this Agreement shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

Whenever necessary to promote arbitration or to seek judicial relief, the parties agree that any legal action, suit or proceeding arising out of or relating to this Agreement may be instituted in any competent court in Taguig City, to the exclusion of other courts of equal jurisdiction.

23. LITIGATION

23.1 Notwithstanding any other provision of this Agreement, the prevailing party in any suit or proceeding, judicial or otherwise, arising out of or by reason of this Agreement, shall be entitled to receive from the other party all reasonable expenses, costs of the suit and reasonable attorney's fees not less than 20% of the amount sought to be recovered.

24. SEPARABILITY

24.1 Should any of the terms and conditions or any part or clause of this Agreement be declared void or unenforceable by competent authority, the same shall not invalidate the other terms and conditions, parts or clauses of this Agreement, which shall continue to be in full force and effect.

25. NOTICES

25.1 Any notice or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, e-mail or facsimile to such party at the address specified below:

To the LESSOR:

FRANCISCO C. NUQUI AND MONETTE A. NUQUI
94 B36 Kingfisher Avenue Baybreeze Village
Hagonoy, Taguig City

To the LESSEE:

JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT AUTHORITY
2/F Bonifacio Technology Center,
31st Street corner 2nd Avenue
Bonifacio Global City, Taguig City

FEB 21 2025

IN WITNESS WHEREOF, the parties hereto have hereunto signed this ____ day of _____,
20__ in Taguig City.

**FRANCISCO C. NUQUI/
MONETTE A. NUQUI**
LESSOR

JOSHUA M. BINGCANG
President and CEO
**BASES CONVERSION AND DEVELOPMENT
AUTHORITY**
LESSEE



ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City, **MAKATI CITY**) SS.

BEFORE ME, a Notary Public for and in Taguig City, personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE/PLACE OF ISSUE
JOSHUA M. BINGCANG	[REDACTED]	[REDACTED]
FRANCISCO C. NUQUI		
MONETTE A. NUQUI		

Known to me to be the same persons who executed the foregoing instrument; and they acknowledged to me that the signatures they affixed confirm their own free acts and the entities they each represent.

SIGNED AND SEALED on **FEB 21 2025** in **MAKATI CITY**, Philippines.



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Book No. 44
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Series of 1025

Until December 31, 2025
Appt. No. M-012 (2024-2025) Makati City
Attorney's Roll No. 34562
MCLE Compliance No. VIII-0009662/valid until 4-14-2027
PTR No. 10467303/1-2-2025/Makati City
IBP Lifetime Member No. 05413
3/F Dela Rosa Carpark I, Dela Rosa St.
Legaspi Village, Makati City

LEASE AGREEMENT - Francisco & Monette Nuqui



FRANCISCO C. NUQUI AND MONETTE A. NUQUI

94 Kingfisher Avenue, Baybreeze Village,
Hagonoy, Taguig City

Subject: **NOTICE OF AWARD**
Lease of Temporary Housing Facilities
of PN Senior Officers

Dear **Mr. and Mrs. Nuqui**:

We are pleased to notify you that the Contract for the lease renewal of Unit 314 Aqua, Verawood, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers is hereby awarded to you with a contract price of **Forty-Four Thousand and 00/100 Pesos (44,000.00) per month**, exclusive of applicable taxes and inclusive of all applicable fees related to the leased premises.

You are therefore required within ten (10) calendar days from receipt of this Notice of Award to formally enter into contract with BCDA. Failure to enter into the said contract shall constitute a sufficient ground for the cancellation of this Award.

Please indicate your concurrence by signing the Notice of Award on the space below "Conforme" and return the same upon signing.

Very truly yours,

JOSHUA M. BINGCANG
President and CEO

Conforme:

FRANCISCO C. NUQUI / MONETTE A. NUQUI
LESSOR

Date: 07 FEBRUARY 2025

FRANCISCO C. NUQUI AND MONETTE A. NUQUI

94 Kingfisher Avenue, Baybreeze Village,
Hagonoy, Taguig City

Subject: **NOTICE TO PROCEED**
Lease of Temporary Housing Facilities
of PN Senior Officers

Dear **Mr. and Mrs. Nuqui**:

In connection with the Contract for the lease renewal of Unit 314 Aqua, Verawood, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers, this notice is hereby given to you to proceed with said undertaking.

Upon receipt of this notice, you shall be responsible to perform the services under the terms and conditions stated in the Contract.


Please indicate your concurrence by signing the Notice to Proceed on the space below "Conforme" and return the same upon signing.

Very truly yours,



JOSHUA M. BINGCANG
President and CEO

Conforme:



FRANCISCO C. NUQUI / MONETTE A. NUQUI
LESSOR

Date: 21 FEBRUARY 2025

**LEASE AGREEMENT OF TEMPORARY HOUSING FACILITIES OF
PN SENIOR OFFICERS**

KNOW ALL MEN BY THESE PRESENTS:

This Lease Agreement (the "Agreement") is made and executed on _____ in Taguig City, by and between:

RAYMAN C. DE GUZMAN AND MA. CRISTINA C. DE GUZMAN, Filipino, of legal age, and with postal address at Unit 506 Greenhills Washington Residences, 61 Washington St., Greenhills, San Juan City, Philippines, hereinafter referred to as the "LESSOR";

and

BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), hereinafter referred to as the "LESSEE"; is a government instrumentality vested with corporate powers duly organized and existing under Republic Act No. 7227 otherwise known as the Bases Conversion and Development Act of 1992, as amended by Republic Act No. 7917, with office address at 2nd Floor, Bonifacio Technology Center, 31st Street, Crescent Park West, Bonifacio Global City, Taguig, Metro Manila, represented herein by its President and Chief Executive Officer, **JOSHUA M. BINGCANG**, who is duly authorized for this purpose, as evidenced by the BCDA Manual of Approval dated 22 November 2017 hereto attached as Annex "A".

WITNESSETH: That –

WHEREAS, the LESSOR is the registered owner possessor of the Leased Premises as evidenced by the following documents attached hereto:

1. Condominium Certificate of Title No. 164-2017020255 (Annex "B")
2. Condominium Certificate of Title No. 164-2017001252 (Annex "C")
3. Condominium Certificate of Title No. 164-2016004422 (Annex "D")
4. Condominium Certificate of Title No. 164-2017019951 (Annex "E")
5. Certification from Project Management Office of Verawood Residences (Annex "F")

WHEREAS, the LESSEE is desirous and agreeable to lease from the LESSOR the Leased Premises from 16 February 2025 to 15 February 2028.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations all hereunder set forth, the LESSOR hereby transfers by way of lease to the LESSEE, and the LESSEE accepts by way of lease from the LESSOR, the Leased Premises under the following terms and conditions:

1. LEASED PREMISES

1.1 The Leased Premises is/are any of the following:

- | | | | |
|-------|-----------------------------------|---|----------------------------------|
| 1.1.1 | Project | : | Verawood Residences |
| 1.1.2 | Building / Unit No. | : | Marsala / 101 |
| 1.1.3 | Unit Area (including drying area) | : | 87 sqm., more or less |
| 1.1.4 | Building / PS No. | : | Marsala / B – 130 & B - 76 |
| 1.1.5 | Parking Slot Area | : | 12.5 sqm. per slot, more or less |
| 1.1.6 | Building / Service Area No. | : | Marsala / 101 |
| 1.1.7 | Service Area Unit | : | 7.5 sqm., more or less |

1.2 The LESSOR hereby acknowledges that the LESSEE has inspected the Leased Premises and accepts the same on a "**COM** furnished" basis as indicated in the attached inventory list (Annex "G").

2. TERM

2.1 The term of the lease shall be from 16 February 2025 to 15 February 2028 which may be renewed, provided that a written notice of extension or renewal is given to the LESSOR at

least forty-five (45) days prior to the expiration of the term of this Agreement. The LESSOR and the LESSEE shall endeavor to execute a lease agreement for the renewal of the term at least one (1) month prior to the expiration of the term of this Agreement.

- 2.2 The LESSEE may pre-terminate this Agreement after two (2) years from the commencement of the lease, provided the LESSOR is informed in writing at least one (1) month prior to the desired termination date.
- 2.3 Upon the expiration of the lease period or termination due to default, the LESSOR shall exercise the rights, without the need of any judicial declaration, provided for either by law or in Section 16 of this Agreement.

3. LEASE PAYMENT

- 3.1 The monthly lease is **Forty-Nine Thousand Five Hundred and 00/100 Pesos (Php 49,500.00)**, exclusive of applicable taxes and inclusive of association dues related to the leased premises and share on association dues related to the common area. The LESSEE shall pay the monthly lease every 16th day of the month starting 16 February 2025 to 15 February 2028, without necessity of demand. Failure of the LESSEE to pay monthly lease on due date will be considered as default and will be subject to Section 15 of this Agreement. The LESSEE shall deposit the monthly lease in the LESSOR's bank account as follows:

Bank Name	BDO – Pereg. Paseo Makati Branch
Account Name	[REDACTED]
Type	[REDACTED]
Account No.	[REDACTED]

- 3.2 Upon signing of this Agreement, the LESSEE shall pay Security Deposit in the amount of **Ninety-Nine Thousand and 00/100 Pesos (Php 99,000.00)** equivalent to two (2) months of the monthly lease which shall be applied in the last two (2) remaining months of the lease. The LESSOR or its authorized representative and the LESSEE shall inspect the Leased Premises on the 34th month to determine any damages.

4. ASSIGNMENT AND SUBLEASE

- 4.1 The LESSEE shall not assign or transfer its right in this Agreement or sublease or sublet all or any part of the Leased Premises and no right, title or interest thereto or therein shall be conferred to or vested on anyone, other than LESSEE, without the written consent of the LESSOR.
- 4.2 Any violation of this provision shall put the LESSEE in default.

5. SALE / TRANSFER / MORTGAGE

- 5.1 In the event of sale, transfer, mortgage, or any encumbrance of the Leased Premises or any existing sale, transfer, mortgage or any encumbrance of the same, the LESSOR shall warrant that the purchaser, mortgagee, or encumbrance shall respect all terms and conditions of this Agreement.

6. RESTRICTION ON THE USE OF LEASED PREMISES

- 6.1 The LESSEE shall use the Leased Premises exclusively for residential purposes only. The LESSEE shall not use the Leased Premises for any other purposes.
- 6.2 The guests and visitors may be allowed for visitation purposes only, in the event or occasion shall the guests or visitors be allowed to stay or be accommodated in the Leased Premises for a period not longer than three (3) days except for approved written consent from the LESSOR. All individuals who are deemed trespassing, pose any threats or violations in safety and security of the residents and premises must be immediately escorted out by the PMO security personnel of the Leased Premises.



- 6.3 Likewise, the LESSEE shall be bound to comply with the Master Deed with Declaration of Restrictions (for condominium corporation) or Deed of Restriction (for homeowners' association), rules, regulations and policies of either the condominium corporation or homeowners' association, as the case may be.

7. IMPROVEMENTS AND ALTERATIONS BY THE LESSEE

- 7.1 The LESSEE shall not make substantial structural alterations or modifications on the Leased Premises without the prior written consent of the LESSOR and if such consent is granted, shall be at the own expense of the LESSEE. However, all alterations/improvements made by the LESSEE are to its own expense, and improvements shall upon termination of this Agreement automatically inure to the benefit of the Leased Premises and become property of the LESSOR without any obligation to refund the cost to the LESSEE. The LESSEE, however, shall have the absolute right to introduce movable furniture and fixtures and improvements or other things which are not permanent in nature and to remove whichever of the said objects the LESSEE has put in or installed. However, if at the expiration of the term of this Agreement, removal of such things should cause damage or defacement to the Leased Premises, the LESSEE shall fully compensate the LESSOR for such damage.

8. SANITATION AND REPAIRS

- 8.1 The LESSEE shall keep the Leased Premises clean and in sanitary condition. The LESSOR shall be responsible for all major repairs on the premises caused by force majeure and ordinary wear and tear, except repairs due to the fault or negligence of the LESSEE, members of his/her household, employees, house help, or guests. Routine maintenance of the air-conditioning units shall be for the account of the LESSEE. Should either LESSOR or LESSEE fail to undertake repairs on their respective responsibilities, within a reasonable period of time or within **thirty (30) days**, after due notice, either the LESSOR or the LESSEE as the case may be, at his/her option may undertake such repairs upon proper notification to the party concerned. Upon presentation of satisfactory evidence of the reasonable costs incurred, such costs shall be reimbursed to the party concerned without undue delay.

9. PUBLIC UTILITIES, RISK OF LOSS OR DAMAGES

- 9.1 The LESSEE shall pay for the utilities on or before its due date which include water, electricity, telephone, cable TV, Internet and WIFI charges. Any delay in payment shall be subject to termination or unavailability of service to be facilitated by the Condominium Corporation or any Third Party Service Provider.
- 9.2 The LESSOR shall not be accountable or liable for any loss, injury or damages that may be suffered by the LESSEE in the Leased Premises by reason of theft, robbery, arson or other crimes. The LESSEE has no liability in case of earthquakes, flood, and malicious damages by others aside from his/her agents, employees, domestic help, or guests, which are beyond the control of the LESSEE. In case of damage to the Leased Premises, or its appurtenances by fire, earthquake, war, or any other unforeseen cause, the LESSEE shall immediately give notice thereof to the LESSOR. If the Leased Premises shall be damaged by the unforeseen causes as mentioned above without the fault or negligence of the LESSEE, or his/her agents, employees, servants, or guests, the injury or damage shall be repaired, at the expense of the LESSOR, as speedily as possible, after such notice; but if the Leased Premises be so nearly destroyed as to make it untenable, without the fault or negligence of the LESSEE, either party may demand rescission of this Agreement. All advanced rentals shall be refunded by the LESSOR to the LESSEE without necessity of demand.
- 9.3 The LESSOR shall not be liable nor responsible for any of the following:
- 9.3.1 For the presence of bugs, vermin, ants, termites, insects of any kind, if any, in the Leased Premises;
- 9.3.2 For the failure of the water supply, electric current, cable TV, Internet and WIFI signal;

- 9.3.3 Any injury, loss or damage which the LESSEE, family, agents, guests, or employees might sustain in the Leased Premises, unless the injury, loss or damage is caused by the agents, officers, employees or representatives of the LESSOR;
- 9.3.4 Any damage done or occasioned by, or arising from plumbing, water, and/or other pipes, or the bursting, leaking, or destruction of any pipe, tank, water closet, electrical and other service utilities; or
- 9.3.5 Any damage caused by fire, earthquake, strike, demonstration, riot, rebellion, typhoon, flood, war or other unforeseen cause or event.
- 9.4 No loss or damage in the Leased Premises shall impair the LESSEE's obligations under this Agreement.

10. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

- 10.1 The LESSEE shall comply with any and all rules, regulations and policies currently existing or which may be promulgated from time to time by the LESSOR, as well as all the House Rules and Regulation implemented by the Condominium Corporation or any rules, regulations, ordinances and laws established by all duly constituted authorities of the Municipal/City or National Government arising from or regarding the use, occupancy, sanitation and pollution of the Leased Premises.
- 10.2 The LESSEE or any members of the household or a guest or other person under the LESSEE's responsibility shall not engage in acts of violence or illegal activity, including drug-related activity, threats of violence, unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of this Agreement that otherwise jeopardizes the health, safety or welfare of the landlord and the community.
- 10.3 In the event that the LESSEE is found or known to be engaging in any criminal or illegal activity, the Condominium Corporation and its administration is hereby given full authority by the LESSOR to expel the LESSEE from the premise wherein this Agreement will be subject to pre-termination and all security deposit of the LESSEE will be forfeited by the LESSOR.

11. FIRE HAZARD AND OBNOXIOUS SUBSTANCE

- 11.1 The LESSEE shall not keep, deposit or store in the Leased Premises any obnoxious substance or inflammable material or substance that might constitute a fire hazard, or might pollute the air and water as prohibited by law, with the exception of keeping 1 LPG cylinder for cooking purposes.

12. TAXES, DUES AND ASSESSMENTS

- 12.1 Real estate taxes, withholding taxes and other government assessments on the Leased Premises shall be for the account of the LESSOR.
- 12.2 Joining fees, regular or special assessments levied by the condominium corporation shall be for the sole account of the LESSOR, the amounts of which shall be advised to the LESSOR.

13. INSURANCE

- 13.1 LESSOR may obtain such insurance policy on the Leased Premises to cover his/her respective insurable interests therein. In this regard, LESSEE shall comply with all the conditions of any insurance policy; shall not permit any article or act which will violate any term of the insurance policy from being brought or committed in the Leased Premises; shall not at any time use or allow the use of electrical systems in excess of the capacity of the existing risers, feeders, and wiring of the Leased Premises, nor use or allow the use of such electrical equipment or appliances, in the Leased Premises or the premises which may cause overloading of the electrical circuits and shall otherwise do or refrain from doing such acts so as not to endanger the safety of the Leased Premises or compromise the coverage under the insurance policies.

14. INSPECTION AND REPAIR OF PREMISES

- 14.1 During final move in date up to **fifteen (15) days** of occupancy of the unit, the LESSEE shall immediately report any issues with furniture, fixtures or appliances to the LESSOR. Otherwise if not reported on the said timeline, all other issues that warrant repair or replacement shall all be obligated to the LESSEE.
- 14.2 The LESSEE shall maintain the Leased Premises in good and tenantable condition until upon expiration of the term of this Lease Agreement. Likewise, the LESSEE shall surrender and return all the furniture and fixtures identified in the "**Inventory List**" in good condition as they were actually found at the beginning of the lease; ordinary wear and tear is expected.
- 14.3 The LESSOR or its authorized agent after giving due notice to the LESSEE shall have the right to enter the Leased Premises in the presence of LESSEE or its representative at any reasonable hour to enter and inspect the Leased Premises. The LESSEE hereby agrees to cooperate with the LESSOR in keeping the Leased Premises in good tenantable condition.
- 14.4 Upon prior notice of the LESSOR, the LESSEE at any reasonable hour shall give the right of the LESSOR to show/exhibit the Leased Premises to prospective tenants, in case the LESSEE has no more intention of renewing the lease provided that entering the Leased Premises must be in the presence of the LESSEE or its representative.

15. DEFAULT AND CONSEQUENCES OF DEFAULT

- 15.1 Non-payment of the monthly lease based on the agreed timeline, the LESSOR may declare the LESSEE in default by serving a written notice to the LESSEE. Upon the LESSEE being in default, the LESSOR shall, exercise, in addition to any other remedies as may be prescribed by law, the following rights:
- 15.1.1 To terminate this Agreement through serving a written notice to the LESSEE;
- 15.1.2 To immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises;
- 15.1.3 To demand and receive from the LESSEE payment for any and all unpaid rentals and other financial obligations stipulated in, or arising out of this Agreement;
- 15.1.4 To take possession of and sell at public or private sale any and all properties of the LESSEE found in the Leased Premises and to apply the proceeds thereof in payment of any unpaid accounts of the LESSEE;
- 15.1.5 To automatically forfeit in its favor the security deposit and remaining unused amount of rental advance referred to in Section 3.

16. TERMINATION OF LEASE

- 16.1 Upon termination or expiration of the lease for any reasons whatsoever, the LESSEE agrees and warrants to return and peacefully vacate the Leased Premises without necessity of demand. In case of the expiration of the lease period, the LESSOR shall have all the right to immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises

in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, all damages caused by such shall all be obligated to the LESSEE. Padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises.

16.2 At the termination or expiration of the lease, all keys shall be returned without need of any demand. Likewise, the LESSEE shall deliver the Leased Premises in as good and tenable condition, in all respects, as the same now are, reasonable wear and tear excepted, devoid of all occupants, furniture, articles and effects of any kind owned by the LESSEE.

17. REPRESENTATION AND WARRANTIES

17.1 The LESSOR represents and warrants that it has good and sufficient title and interest in the Leased Premises and full authority to enter into and execute this Agreement. The LESSOR further covenants that there are no liens, encumbrances or other impediments of title covering the Leased Premises that would impede or prevent the LESSEE from enjoying his/her rights under this Agreement. The LESSOR shall indemnify and hold the LESSEE free and harmless from any and all loss, damage or liability suffered by the LESSEE in the event that this Agreement cannot be enforced due to defect in the LESSOR's title or adverse claims or restrictions thereon. In the event that the LESSEE's peaceful possession of the Leased Premises is interrupted for any reason whatsoever, the LESSOR shall refund to the LESSEE or its authorized representative the unapplied portion of the rent and the full amount of the Security Deposit (after deducting any unpaid utilities of the LESSEE), at the option of the LESSEE, to extend the lease period for such period equivalent to the disruption of the LESSEE's peaceful possession.

17.2 Both parties are qualified under local law, regulations, policies and administrative requirement to do business and to the extent required by applicable law, as may be necessary to enter into this Agreement.

18. NON-WAIVER

18.1 The failure of any party to insist upon the strict performance of any of the terms, conditions and covenants hereof shall not be construed as a waiver or relinquishment of any right or remedy the non-defaulting may have, and shall not be a bar for any action it may take, nor shall it be construed as a waiver of any subsequent breach of default of this terms, conditions and covenants hereof, which terms, conditions and covenant shall to be in full force and effect.

18.2 Any waiver of the parties' rights hereunder can only be made in writing.

19. BINDING EFFECT

19.1 This Agreement shall be binding not only between the parties hereto but also upon their respective successors and assigns.

20. AMENDMENT

20.1 This Agreement and any of its terms, clauses and sub-clauses can only be amended, modified, waived, discharged, or terminated by written agreement between LESSOR and LESSEE.

21. GOVERNING LAW

21.1 This Agreement shall be construed under Philippine Law.

22. VENUE

22.1 If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any legal action, suit or proceeding arising out or relating to this Agreement shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

Whenever necessary to promote arbitration or to seek judicial relief, the parties agree that any legal action, suit or proceeding arising out of or relating to this Agreement may be instituted in any competent court in Taguig City, to the exclusion of other courts of equal jurisdiction.

23. LITIGATION

23.1 Notwithstanding any other provision of this Agreement, the prevailing party in any suit or proceeding, judicial or otherwise, arising out of or by reason of this Agreement, shall be entitled to receive from the other party all reasonable expenses, costs of the suit and reasonable attorney's fees not less than 20% of the amount sought to be recovered.

24. SEPARABILITY

24.1 Should any of the terms and conditions or any part or clause of this Agreement be declared void or unenforceable by competent authority, the same shall not invalidate the other terms and conditions, parts or clauses of this Agreement, which shall continue to be in full force and effect.

25. NOTICES

25.1 Any notice or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, e-mail or facsimile to such party at the address specified below:

To the LESSOR:

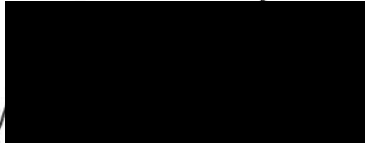
RAYMAN C. DE GUZMAN AND MA. CRISTINA C. DE GUZMAN
Unit 506 Greenhills Washington Residences,
61 Washington St. Greenhills
San Juan City

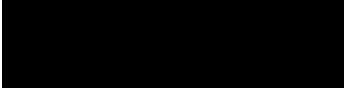
To the LESSEE:

JOSHUA M. BINGCANG
President and 
BASES CONVERSION AND DEVELOPMENT AUTHORITY
2/F Bonifacio Technology Center,
31st Street corner 2nd Avenue
Bonifacio Global City, Taguig City

FEB 21 2025

IN WITNESS WHEREOF, the parties hereto have hereunto signed this ____ day of _____,
20__ in Taguig City.



**RAYMAN C. DE GUZMAN/
MA. CRISTINA C. DE GUZMAN**
LESSOR


JOSHUA M. BINGCANG
President and CEO
**BASES CONVERSION AND DEVELOPMENT
AUTHORITY**
LESSEE

ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City) SS.


BEFORE ME, a Notary Public for and in Taguig City, personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE/PLACE OF ISSUE
JOSHUA M. BINGCANG		
RAYMAN C. DE GUZMAN		
MA. CRISTINA C. DE GUZMAN		

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed confirm their own free acts and the entities they each represent.

SIGNED AND SEALED on FEB 21 2025 in Taguig City, Philippines.

Doc. No. 214
Book No. 44
Page No. XV
Series of 2025.


Appt. No. M-813 (2024-2025) Makati City
Attorney's Roll No. 34562
MCLE Compliance No. VIII-0009662/valid until 4-14-2028
PTR No. 10467303/1-2-2025/Makati City
IBP Lifetime Member No. 05413
G/F Dela Rosa Corner I, Dela Rosa St.
Legaspi Village, Makati City



RAYMAN C. DE GUZMAN AND MA. CRISTINA C. DE GUZMAN

Unit 506 Greenhills Washington Residences,
61 Washington St., Greenhills
San Juan City

Subject: **NOTICE OF AWARD**
Lease of Temporary Housing Facilities
of PN Senior Officers

Dear **Mr. and Mrs. De Guzman:**

We are pleased to notify you that the Contract for the lease renewal of Unit 101 Marsala, Verawood, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers is hereby awarded to you with a contract price of **Forty-Nine Thousand Five Hundred and 00/100 Pesos (Php 49,500.00) per month**, exclusive of applicable taxes and inclusive of all applicable fees related to the leased premises.

You are therefore required within ten (10) calendar days from receipt of this Notice of Award to formally enter into contract with BCDA. Failure to enter into the said contract shall constitute a sufficient ground for the cancellation of this Award.

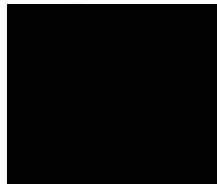
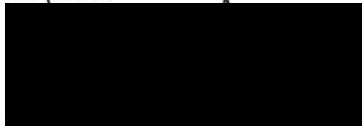
Please indicate your concurrence by signing the Notice of Award on the space below "Conforme" and return the same upon signing.

Very truly yours,



JOSHUA M. BINGCANG
President and CEO

Conforme:



RAYMAN C. DE GUZMAN / MA. CRISTINA C. DE GUZMAN
LESSOR

Date: 07 FEBRUARY 2025



RAYMAN C. DE GUZMAN AND MA. CRISTINA C. DE GUZMAN

Unit 506 Greenhills Washington Residences,
61 Washington St., Greenhills,
San Juan City

Subject: **NOTICE TO PROCEED**
Lease of Temporary Housing Facilities
of PN Senior Officers


Dear **Mr. and Mrs. De Guzman:**

In connection with the Contract for the lease renewal of Unit 101 Marsala, Vera Wood, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers, this notice is hereby given to you to proceed with said undertaking.

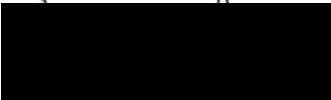
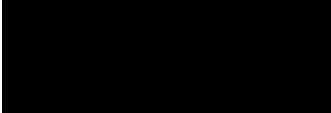
Upon receipt of this notice, you shall be responsible to perform the services under the terms and conditions stated in the Contract.

Please indicate your concurrence by signing the Notice to Proceed on the space below "Conforme" and return the same upon signing.

Very truly yours,


JOSHUA M. BINGCANG
President and CEO

Conforme:

 
RAYMAN C. DE GUZMAN / MA. CRISTINA C. DE GUZMAN
LESSOR

Date: 21 FEBRUARY 2025

**LEASE AGREEMENT OF TEMPORARY HOUSING FACILITIES OF
PN SENIOR OFFICERS**

KNOW ALL MEN BY THESE PRESENTS:

This Lease Agreement (the "Agreement") is made and executed on _____ in Taguig City, by and between:

JOSEPHINE C. ZABAT, Filipino, of legal age, and with postal address at 613 Consular Road, Barangay Fort Bonifacio, Taguig City, Philippines, hereinafter referred to as the "LESSOR";

and

BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA), hereinafter referred to as the "LESSEE"; is a government instrumentality vested with corporate powers duly organized and existing under Republic Act No. 7227 otherwise known as the Bases Conversion and Development Act of 1992, as amended by Republic Act No. 7917, with office address at 2nd Floor, Bonifacio Technology Center, 31st Street, Crescent Park West, Bonifacio Global City, Taguig, Metro Manila, represented herein by its President and Chief Executive Officer, **JOSHUA M. BINGCANG**, who is duly authorized for this purpose, as evidenced by the BCDA Manual of Approval dated 22 November 2017 hereto attached as Annex "A".

WITNESSETH: That –

WHEREAS, the LESSOR is the registered owner possessor of the Leased Premises as evidenced by the following documents attached hereto:

1. Condominium Certificate of Title No. 164-2014007008 (Annex "B")
2. Condominium Certificate of Title No. 164-2014007097 (Annex "C")
3. Condominium Certificate of Title No. 164-2014007002 (Annex "D")
4. Certification from Project Management Office of Royal Palm Residences (Annex "E")

WHEREAS, the LESSEE is desirous and agreeable to lease from the LESSOR the Leased Premises from 16 February 2025 to 15 February 2028.

NOW, THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulations all hereunder set forth, the LESSOR hereby transfers by way of lease to the LESSEE, and the LESSEE accepts by way of lease from the LESSOR, the Leased Premises under the following terms and conditions:

1. LEASED PREMISES

1.1 The Leased Premises is/are any of the following:

- | | | | |
|-------|-----------------------------|---|-------------------------|
| 1.1.1 | Project | : | Royal Palm Residences |
| 1.1.2 | Building / Unit No. | : | Kamala 408 |
| 1.1.3 | Unit Area | : | 81 sqm., more or less |
| 1.1.4 | Building / PS No. | : | Kamala / 367 |
| 1.1.5 | Parking Slot Area | : | 12.5 sqm., more or less |
| 1.1.6 | Building / Service Area No. | : | Kamala / 7 |
| 1.1.7 | Service Area Unit | : | 4 sqm., more or less |

1.2 The LESSOR hereby acknowledges that the LESSEE has inspected the Leased Premises and accepts the same on a "**fully furnished**" basis as indicated in the attached inventory list (Annex "F").

2. TERM

2.1 The term of the lease shall be from 16 February 2025 to 15 February 2028 which may be renewed, provided that a written notice of extension or renewal is given to the LESSOR at least forty-five (45) days prior to the expiration of the term of this Agreement. The LESSOR

and the LESSEE shall endeavor to execute a lease agreement for the renewal of the term at least one (1) month prior to the expiration of the term of this Agreement.

- 2.2 The LESSEE may pre-terminate this Agreement after two (2) years from the commencement of the lease, provided the LESSOR is informed in writing at least one (1) month prior to the desired termination date.
- 2.3 Upon the expiration of the lease period or termination due to default, the LESSOR shall exercise the rights, without the need of any judicial declaration, provided for either by law or in Section 16 of this Agreement.

3. LEASE PAYMENT

- 3.1 The monthly lease is **Forty-Four Thousand and 00/100 Pesos (Php 44,000.00)**, exclusive of applicable taxes and inclusive of association dues related to the leased premises and share on association dues related to the common area. The LESSEE shall pay the monthly lease every 16th day of the month starting 16 February 2025 to 15 February 2028, without necessity of demand. Failure of the LESSEE to pay monthly lease on due date will be considered as default and will be subject to Section 15 of this Agreement. The LESSEE shall deposit the monthly lease in the LESSOR's bank account as follows:

Bank Name	BDO – SM Aura
Account Name	Josephine C. Zabat
Type	Savings Account
Account No.	008010013485

- 3.2 Upon signing of this Agreement, the LESSEE shall pay Security Deposit in the amount of **Eighty-Eight Thousand and 00/100 Pesos (Php 88,000.00)** equivalent to two (2) months of the monthly lease which shall be applied in the last two (2) remaining months of the lease. The LESSOR or its authorized representative and the LESSEE shall inspect the Leased Premises on the 34th month to determine any damages.

4. ASSIGNMENT AND SUBLEASE

- 4.1 The LESSEE shall not assign or transfer its right in this Agreement or sublease or sublet all or any part of the Leased Premises and no right, title or interest thereto or therein shall be conferred to or vested on anyone, other than LESSEE, without the written consent of the LESSOR.
- 4.2 Any violation of this provision shall put the LESSEE in default.

5. SALE / TRANSFER / MORTGAGE

- 5.1 In the event of sale, transfer, mortgage, or any encumbrance of the Leased Premises or any existing sale, transfer, mortgage or any encumbrance of the same, the LESSOR shall warrant that the purchaser, mortgagee, or encumbrance shall respect all terms and conditions of this Agreement.

6. RESTRICTION ON THE USE OF LEASED PREMISES

- 6.1 The LESSEE shall use the Leased Premises exclusively for residential purposes only. The LESSEE shall not use the Leased Premises for any other purposes.
- 6.2 The guests and visitors may be allowed for visitation purposes only, in the event or occasion shall the guests or visitors be allowed to stay or be accommodated in the Leased Premises for a period not longer than three (3) days except for approved written consent from the LESSOR. All individuals who are deemed trespassing, pose any threats or violations in safety and security of the residents and premises must be immediately escorted out by the PMO security personnel of the Leased Premises.

6.3 Likewise, the LESSEE shall be bound to comply with the Master Deed with Declaration of Restrictions (for condominium corporation) or Deed of Restriction (for homeowners' association), rules, regulations and policies of either the condominium corporation or homeowners' association, as the case may be.

7. IMPROVEMENTS AND ALTERATIONS BY THE LESSEE

7.1 The LESSEE shall not make substantial structural alterations or modifications on the Leased Premises without the prior written consent of the LESSOR and if such consent is granted, shall be at the own expense of the LESSEE. However, all alterations/improvements made by the LESSEE are to its own expense, and improvements shall upon termination of this Agreement automatically inure to the benefit of the Leased Premises and become property of the LESSOR without any obligation to refund the cost to the LESSEE. The LESSEE, however, shall have the absolute right to introduce movable furniture and fixtures and improvements or other things which are not permanent in nature and to remove whichever of the said objects the LESSEE has put in or installed. However, if at the expiration of the term of this Agreement, removal of such things should cause damage or defacement to the Leased Premises, the LESSEE shall fully compensate the LESSOR for such damage.

8. SANITATION AND REPAIRS

8.1 The LESSEE shall keep the Leased Premises clean and in sanitary condition. The LESSOR shall be responsible for all major repairs on the premises caused by force majeure and ordinary wear and tear, except repairs due to the fault or negligence of the LESSEE, members of his/her household, employees, house help, or guests. Routine maintenance of the air-conditioning units shall be for the account of the LESSEE. Should either LESSOR or LESSEE fail to undertake repairs on their respective responsibilities, within a reasonable period of time or within **thirty (30) days**, after due notice, either the LESSOR or the LESSEE as the case may be, at his/her option may undertake such repairs upon proper notification to the party concerned. Upon presentation of satisfactory evidence of the reasonable costs incurred, such costs shall be reimbursed to the party concerned without undue delay.

9. PUBLIC UTILITIES, RISK OF LOSS OR DAMAGES

9.1 The LESSEE shall pay for the utilities on or before its due date which include water, electricity, telephone, cable TV, Internet and WIFI charges. Any delay in payment shall be subject to termination or unavailability of service to be facilitated by the Condominium Corporation or any Third Party Service Provider.

9.2 The LESSOR shall not be accountable or liable for any loss, injury or damages that may be suffered by the LESSEE in the Leased Premises by reason of theft, robbery, arson or other crimes. The LESSEE has no liability in case of earthquakes, flood, and malicious damages by others aside from his/her agents, employees, domestic help, or guests, which are beyond the control of the LESSEE. In case of damage to the Leased Premises, or its appurtenances by fire, earthquake, war, or any other unforeseen cause, the LESSEE shall immediately give notice thereof to the LESSOR. If the Leased Premises shall be damaged by the unforeseen causes as mentioned above without the fault or negligence of the LESSEE, or his/her agents, employees, servants, or guests, the injury or damage shall be repaired, at the expense of the LESSOR, as speedily as possible, after such notice; but if the Leased Premises be so nearly destroyed as to make it untenable, without the fault or negligence of the LESSEE, either party may demand rescission of this Agreement. All advanced rentals shall be refunded by the LESSOR to the LESSEE without necessity of demand.

9.3 The LESSOR shall not be liable nor responsible for any of the following:

9.3.1 For the presence of bugs, vermin, ants, termites, insects of any kind, if any, in the Leased Premises;

9.3.2 For the failure of the water supply, electric current, cable TV, Internet and WIFI signal;

- 9.3.3 Any injury, loss or damage which the LESSEE, family, agents, guests, or employees might sustain in the Leased Premises, unless the injury, loss or damage is caused by the agents, officers, employees or representatives of the LESSOR;
- 9.3.4 Any damage done or occasioned by, or arising from plumbing, water, and/or other pipes, or the bursting, leaking, or destruction of any pipe, tank, water closet, electrical and other service utilities; or
- 9.3.5 Any damage caused by fire, earthquake, strike, demonstration, riot, rebellion, typhoon, flood, war or other unforeseen cause or event.
- 9.4 No loss or damage in the Leased Premises shall impair the LESSEE's obligations under this Agreement.

10. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

- 10.1 The LESSEE shall comply with any and all rules, regulations and policies currently existing or which may be promulgated from time to time by the LESSOR, as well as all the House Rules and Regulation implemented by the Condominium Corporation or any rules, regulations, ordinances and laws established by all duly constituted authorities of the Municipal/City or National Government arising from or regarding the use, occupancy, sanitation and pollution of the Leased Premises.
- 10.2 The LESSEE or any members of the household or a guest or other person under the LESSEE's responsibility shall not engage in acts of violence or illegal activity, including drug-related activity, threats of violence, unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of this Agreement that otherwise jeopardizes the health, safety or welfare of the landlord and the community.
- 10.3 In the event that the LESSEE is found or known to be engaging in any criminal or illegal activity, the Condominium Corporation and its administration is hereby given full authority by the LESSOR to expel the LESSEE from the premise wherein this Agreement will be subject to pre-termination and all security deposit of the LESSEE will be forfeited by the LESSOR.

11. FIRE HAZARD AND OBNOXIOUS SUBSTANCE

- 11.1 The LESSEE shall not keep, deposit or store in the Leased Premises any obnoxious substance or inflammable material or substance that might constitute a fire hazard, or might pollute the air and water as prohibited by law, with the exception of keeping 1 LPG cylinder for cooking purposes.

12. TAXES, DUES AND ASSESSMENTS

- 12.1 Real estate taxes, withholding taxes and other government assessments on the Leased Premises shall be for the account of the LESSOR.
- 12.2 Joining fees, regular or special assessments levied by the condominium corporation shall be for the sole account of the LESSOR, the amounts of which shall be advised to the LESSOR.

13. INSURANCE

- 13.1 LESSOR may obtain such insurance policy on the Leased Premises to cover his/her respective insurable interests therein. In this regard, LESSEE shall comply with all the conditions of any insurance policy; shall not permit any article or act which will violate any term of the insurance policy from being brought or committed in the Leased Premises; shall not at any time use or allow the use of electrical systems in excess of the capacity of the existing risers, feeders, and wiring of the Leased Premises, nor use or allow the use of such electrical equipment or appliances, in the Leased Premises or the premises which may cause overloading of the electrical circuits and shall otherwise do or refrain from doing such acts so as not to endanger the safety of the Leased Premises or compromise the coverage under the insurance policies.

14. INSPECTION AND REPAIR OF PREMISES

- 14.1 During final move in date up to **fifteen (15) days** of occupancy of the unit, the LESSEE shall immediately report any issues with furniture, fixtures or appliances to the LESSOR. Otherwise if not reported on the said timeline, all other issues that warrant repair or replacement shall all be obligated to the LESSEE.
- 14.2 The LESSEE shall maintain the Leased Premises in good and tenantable condition until upon expiration of the term of this Lease Agreement. Likewise, the LESSEE shall surrender and return all the furniture and fixtures identified in the "**Inventory List**" in good condition as they were actually found at the beginning of the lease; ordinary wear and tear is expected.
- 14.3 The LESSOR or its authorized agent after giving due notice to the LESSEE shall have the right to enter the Leased Premises in the presence of LESSEE or its representative at any reasonable hour to enter and inspect the Leased Premises. The LESSEE hereby agrees to cooperate with the LESSOR in keeping the Leased Premises in good tenantable condition.
- 14.4 Upon prior notice of the LESSOR, the LESSEE at any reasonable hour shall give the right of the LESSOR to show/exhibit the Leased Premises to prospective tenants, in case the LESSEE has no more intention of renewing the lease provided that entering the Leased Premises must be in the presence of the LESSEE or its representative.

15. DEFAULT AND CONSEQUENCES OF DEFAULT

- 15.1 Non-payment of the monthly lease based on the agreed timeline, the LESSOR may declare the LESSEE in default by serving a written notice to the LESSEE. Upon the LESSEE being in default, the LESSOR shall, exercise, in addition to any other remedies as may be prescribed by law, the following rights:
 - 15.1.1 To terminate this Agreement through serving a written notice to the LESSEE;
 - 15.1.2 To immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises;
 - 15.1.3 To demand and receive from the LESSEE payment for any and all unpaid rentals and other financial obligations stipulated in, or arising out of this Agreement;
 - 15.1.4 To take possession of and sell at public or private sale any and all properties of the LESSEE found in the Leased Premises and to apply the proceeds thereof in payment of any unpaid accounts of the LESSEE;
 - 15.1.5 To automatically forfeit in its favor the security deposit and remaining unused amount of rental advance referred to in Section 3.

16. TERMINATION OF LEASE

- 16.1 Upon termination or expiration of the lease for any reasons whatsoever, the LESSEE agrees and warrants to return and peacefully vacate the Leased Premises without necessity of demand. In case of the expiration of the lease period, the LESSOR shall have all the right to immediately repossess the Leased Premises without the necessity of instituting any court or judicial action. In this regard, the LESSEE hereby grants unto the LESSOR full power and

authority to take possession of the Leased Premises and to perform such acts as may be necessary to take possession, including but not limited to entering into the Leased Premises in any feasible and convenient manner, including forcible entry, barring the LESSEE or his/her family, employees or representatives from entering the Leased Premises, all damages caused by such shall all be obligated to the LESSEE. Padlocking the Leased Premises and/or directing the cutting of utility services and preventing the use or enjoyment of the Leased Premises, and such other steps designed to enable the LESSOR to effectively repossess the Leased Premises.

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- 18.2 Any waiver of the parties' rights hereunder can only be made in writing.

19. BINDING EFFECT

- 19.1 This Agreement shall be binding not only between the parties hereto but also upon their respective successors and assigns.

20. AMENDMENT

- 20.1 This Agreement and any of its terms, clauses and sub-clauses can only be amended, modified, waived, discharged, or terminated by written agreement between LESSOR and LESSEE.

21. GOVERNING LAW

- 21.1 This Agreement shall be construed under Philippine Law.

22. VENUE

22.1 If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this Agreement, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any legal action, suit or proceeding arising out or relating to this Agreement shall be submitted to arbitration in the Philippines according to the provisions of R.A. 876, otherwise known as the "Arbitration Law" and R.A. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004".

Whenever necessary to promote arbitration or to seek judicial relief, the parties agree that any legal action, suit or proceeding arising out of or relating to this Agreement may be instituted in any competent court in Taguig City, to the exclusion of other courts of equal jurisdiction.

23. LITIGATION

23.1 Notwithstanding any other provision of this Agreement, the prevailing party in any suit or proceeding, judicial or otherwise, arising out of or by reason of this Agreement, shall be entitled to receive from the other party all reasonable expenses, costs of the suit and reasonable attorney's fees not less than 20% of the amount sought to be recovered.

24. SEPARABILITY

24.1 Should any of the terms and conditions or any part or clause of this Agreement be declared void or unenforceable by competent authority, the same shall not invalidate the other terms and conditions, parts or clauses of this Agreement, which shall continue to be in full force and effect.

25. NOTICES

25.1 Any notice or consent required or permitted to be given or made pursuant to this Agreement shall be in writing. Any such notice or consent shall be deemed to have been given or made when received by the concerned party, either in person or through an authorized representative of the party to whom the communication is addressed, or when sent by registered mail, e-mail or facsimile to such party at the address specified below:

To the LESSOR:

[Redacted Signature]

JOSEPHINE C. ZABAT
613 Consular Road, Barangay Fort Bonifacio,
Taguig City

To the LESSEE:

JOSHUA M. BINGCANG
President and CEO
BASES CONVERSION AND DEVELOPMENT AUTHORITY
2/F Bonifacio Techno Center,
31st Street corner 2nd Avenue
Bonifacio Global City, Taguig City

FEB 21 2025

IN WITNESS WHEREOF, the parties hereto have hereunto signed this ____ day of _____,
20__ in Taguig City.

[Redacted Signature]

JOSEPHINE C. ZABAT
LESSOR

[Redacted Signature]

JOSHUA M. BINGCANG
President and CEO
**BASES CONVERSION AND DEVELOPMENT
AUTHORITY**
LESSEE



ACKNOWLEDGMENT

Republic of the Philippines)
Taguig City **MAKATI CITY**) SS.

BEFORE ME, a Notary Public for and in Taguig City, personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE/PLACE OF ISSUE
JOSHUA M. BINGCANG	[REDACTED]	[REDACTED]
JOSEPHINE C. ZABAT	[REDACTED]	[REDACTED]

Known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the signatures they affixed confirm their own free acts and the entities they each represent.

SIGNED AND SEALED on FEB 21 2025 **MAKATI CITY** in Taguig City, Philippines.

[REDACTED SIGNATURE]

Doc. No. 203
Book No. 42
Page No. XV
Series of 2025.

Until December 31, 2025
App. No. M-013 (2024-2025) Makati City
Attorney's Roll No. 34562
MCLE Compliance No. VIII-0009662/valid until 4-14-2028
PTR No. 10467303/1-2-2025/Makati City
IBP Lifetime Member No. 05413
d/f Bela Rosa Carpark I, Bela Rosa St.
Legaspi Village, Makati City

[REDACTED]

[REDACTED]

JOSEPHINE C. ZABAT
613 Consular Road,
Barangay Fort Bonifacio, Taguig City

Subject: **NOTICE OF AWARD**
Lease of Temporary Housing Facilities
of PN Senior Officers


Dear **Ms. Zabat**:

We are pleased to notify you that the Contract for the lease renewal of Unit 408 Kamala, Royal Palm, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers is hereby awarded to you with a contract price of **Forty-Four Thousand and 00/100 Pesos (Php 44,000.00) per month**, exclusive of applicable taxes and inclusive of all applicable fees related to the leased premises.

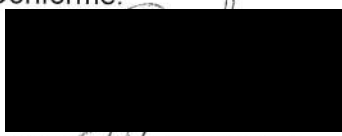
You are therefore required within ten (10) calendar days from receipt of this Notice of Award to formally enter into contract with BCDA. Failure to enter into the said contract shall constitute a sufficient ground for the cancellation of this Award.

Please indicate your concurrence by signing the Notice of Award on the space below "Conforme" and return the same upon signing.

Very truly yours,


JOSHUA M. BINGCANG
President and CEO

Conforme: 


JOSEPHINE C. ZABAT
LESSOR

Date: 07 FEBRUARY 2025



JOSEPHINE C. ZABAT
613 Consular Road,
Barangay Fort Bonifacio, Taguig City

Subject: **NOTICE TO PROCEED**
Lease of Temporary Housing Facilities
of PN Senior Officers


Dear **Ms. Zabat**:

In connection with the Contract for the lease renewal of Unit 408 Kamala, Royal Palm, Acacia Estates, Taguig City for the period 16 February 2025 to 15 February 2028 for the temporary housing of PN Senior Officers, this notice is hereby given to you to proceed with said undertaking.


Upon receipt of this notice, you shall be responsible to perform the services under the terms and conditions stated in the Contract.

Please indicate your concurrence by signing the Notice to Proceed on the space below "Conforme" and return the same upon signing.

Very truly yours,


JOSHUA M. BINGCANG
President and CEO

Conforme:


JOSEPHINE C. ZABAT
LESSOR
Date: 21 FEBRUARY 2025