

**JOINT ASSET DISPOSITION PROGRAM COMMITTEE (Joint ADP-Com)**

**COMPETITIVE CHALLENGE FOR THE LONG-TERM LEASE AND  
DEVELOPMENT OF THE MILE-HI PROPERTY WITHIN THE JOHN HAY SPECIAL  
ECONOMIC ZONE**

**Bid Bulletin No. 4, S. 2025**  
(20 June 2025)

In connection with the Competitive Challenge for the long-term lease and development of the Mile-Hi Property within the John Hay Special Economic Zone, the BCDA-JHMC Joint Asset Disposition Committee is hereby issuing this Bid Bulletin No. 4 to respond to queries raised by Interested Proponents, further clarify certain provisions, and amend certain provisions in the Terms of Reference (TOR).

**I. Clarifications to the provisions in the TOR and responses to queries**

Queries/Concerns/ Request for Clarification	Response
<p><b>1. Description of the Property</b></p> <p>Does the property have a certificate of title in the name of BCDA? Can we see a copy and include the same as Annex to the COL?</p>	<p>The 6,647-square meter Mile-Hi Property is part of the 44,667 square meter Lot 4, Psd-131102-002639 covered by TCT No. (T-62879) 018-2023001685 registered in the name of the Bases Conversion and Development Authority. A copy of the said TCT is herewith attached as <b>Annex A</b> hereof.</p>
<p><b>2. Restrictions on the Property</b></p> <p>Please confirm setback requirements. Based on National Building Code, setback shall be 5 meters in front, 2 meters at the sides and at the back. Currently, the structure encroaches within the 5-meter front setback.</p>	<p>It is correct that portions of the existing structure encroach upon the 5-meter front setback. Hence, the Lessee is expected to redevelop the Property in such a manner and configuration following the prescribed easements and setback requirements as shown in the attached Lot Information Plan (<b>Annex B</b>).</p>

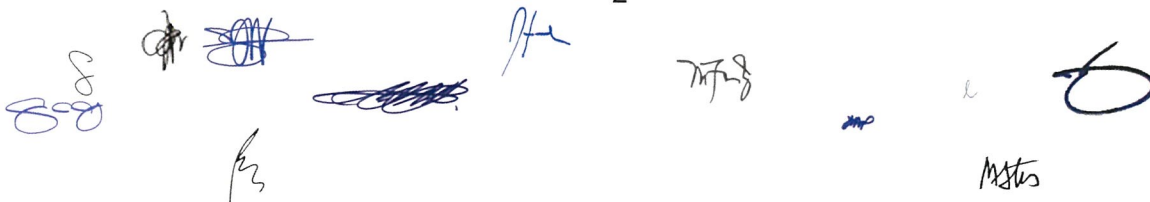
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<p><b>3. Completion of the development of the Property</b></p> <p>Can the development period timeline commence upon the issuance of building permit from OBO instead of upon signing of the lease? The said permit requires PAMB and ECC permits to which the issuance is beyond the Lessee's control. We can only commence construction mobilization upon issuance of these permits.</p>	<p>We hereby reiterate that the two (2) - year development period shall be reckoned from the signing of the Contract of Lease. As stated in Bid Bulletin No. 3, should there be any delay in the implementation due to technical or regulatory constraints, such delay shall be evaluated based on actual and confirmed events and occurrences.</p>
<p><b>4. Cutting of trees</b></p> <p>Requesting for issuance of tree survey in advance to have an idea on the number of trees which shall be cut/balled-out.</p>	<p>The attached Lot Information Plan (<b>Annex B</b>) shows the existing trees in the Property. It must be emphasized that tree-cutting activities are highly discouraged, except in cases where trees pose an imminent danger to life or property. This is particularly important given that the site is located within a protected area.</p> <p>Please be informed that securing a tree-cutting permit in such areas is a rigorous, time-consuming, and costly process, subject to strict regulatory requirements. As such, developers are strongly encouraged to consider design and operational strategies that preserve existing trees and minimize environmental impact.</p>
<p><b>5. Connection to water utilities</b></p> <p>Please include a provision on JHMC and/or BCDA providing an alternative in case facilities or</p>	<p>The JHMC Wastewater Treatment Plant (WWTP) is targeted for completion and full operation by the fourth quarter of this</p>





<p>infrastructure are not ready in time for the operations (e.g. <i>siphoning when STP is not yet operational</i>).</p>	<p>year. Note, however, that the Property is currently connected to the existing STP-2 which is still fully operational. Hence, in the event that the JHMC WWTP is not completed on time, STP-2 shall continue to serve the Property until JHMC WWTP becomes operational.</p> <p>For clean water, the supply in the John Hay Special Economic Zone (JHSEZ) is dedicated to the zone and nearby barangays. In case of shortages, JHMC/BCDA's third-party water utility provider has partner delivery trucks to meet demand. JHMC/BCDA is also developing new water sources as additional backup supply.</p> <p>Given the availability of this backup infrastructure and system, the inclusion of a separate provision for interim arrangements is deemed unnecessary at this time.</p>
<p><b>6. Minimum Investment Commitment</b></p> <p>In relation to the requirement for the Winning Proponent to invest a minimum amount of Two Hundred Five Million Pesos (Php205,000,000.00) in the restoration, renovation and redevelopment of the property, please provide a list of documents classified as "relevant" to support quarterly investment reports to be submitted to BCDA.</p>	<p>Relevant documents that may be required by BCDA to support the investment reports shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <li>• Progress Reports</li> <li>• Geotagged Progress Photos</li> <li>• Bill of Quantities and corresponding Official Receipts</li> </ul>
<p><b>7. CUSA Fees</b></p> <p>Please provide the amount of CUSA Fees (estimates)</p>	<p>Here is a sample computation of the estimated CUSA Fees based on the approved CUSA base monthly rate</p>

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	<p>(inclusive of VAT) for commercial areas, as per existing JHMC policy:</p> <table><tr><th>Area (sqm)</th><th>Cost (Php)</th><th>Sub-Total (Php)</th></tr><tr><td>Maximum Allowable Gross Floor Area =5,982</td><td>90</td><td>538,380</td></tr><tr><td>Open Space =1,994</td><td>36</td><td>71,784</td></tr><tr><td></td><td><b>Total</b></td><td>610,164</td></tr></table> <p>Please note that CUSA fees may change, subject to further study and revision of the said policy. Any contract updates reflecting these changes shall be subject to review and approval by BCDA.</p>	Area (sqm)	Cost (Php)	Sub-Total (Php)	Maximum Allowable Gross Floor Area =5,982	90	538,380	Open Space =1,994	36	71,784		<b>Total</b>	610,164
Area (sqm)	Cost (Php)	Sub-Total (Php)											
Maximum Allowable Gross Floor Area =5,982	90	538,380											
Open Space =1,994	36	71,784											
	<b>Total</b>	610,164											
<p><b>8. Eligibility Documents</b></p> <p>With regard to the submission of the Eligibility Documents such as the SEC Registration, General Information Sheet (GIS), Articles of Incorporation, By-Laws (including amendments), and Audited Financial Statements (AFS), is it necessary that the documents to be submitted are original or certified as true copy? If yes, can it be certified as true copy by the Corporate Secretary/ Assistant Corporate Secretary?</p> <p>With regard to the submission of the Income Tax Return (ITR), is it necessary that the documents to</p>	<p>We reiterate the advisory stated in Bid Bulletin No. 3 that Bidders are required to submit SEC-certified true copies of their SEC Certificate of Registration, General Information Sheet (GIS), Articles of Incorporation and By-Laws, and any amendments thereto.</p> <p>Further, bidders are required to submit their Audited Financial Statements for the past three (3) calendar or fiscal years, and their Income Tax Return (ITR) for the previous calendar or fiscal year. Both the AFS and the ITR must be stamped "Received" by the Bureau of Internal Revenue (BIR). The AFS and ITR may be</p>												

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be submitted are original or certified as true copy? If yes, can it be certified as true copy by the Corporate responsible officer?	certified as true copies by the Bidder's Corporate Secretary.
<p><b>9. Pending legal cases involving the Property</b></p> <p>Is there a pending dispute or litigation involving the Property. If so, please provide details.</p>	<p>There is no pending case involving the subject property. The possession of the property was already turned over by the Office of the <i>Ex-Officio</i> Sheriff of the Regional Trial Court of Baguio City in accordance with the Supreme Court Decision in the case involving BCDA and CJH Development Corporation. In addition, there is no existing claim by third parties on the subject property.</p>
<p><b>10. Bid Forms</b></p> <p>Requesting if we can be provided with editable Bid Forms</p>	<p>Editable bid forms may be accessed through this link:  <a href="https://docs.google.com/document/d/112MdATA6X90I2u9mqFy7qK5MLxfWs0Nb4t0XKG6cZng/edit?tab=t.0">https://docs.google.com/document/d/112MdATA6X90I2u9mqFy7qK5MLxfWs0Nb4t0XKG6cZng/edit?tab=t.0</a></p>
<p><b>11. Summary of Completed Projects</b></p> <p>In reference to Article VII, Section 2.2 (c) of the TOR, we request your confirmation on whether completed projects must be developed and owned directly by the bidder/proponent, or if the following may also be considered as eligible:</p> <p>a. Project developed and owned by the bidder/proponent's wholly-owned subsidiaries; and</p> <p>b. Projects developed by the proponent but subsequently</p>	<p>Projects developed by the proponent but subsequently transferred or currently owned by third parties are eligible to be included in the list of completed projects that are similar in nature to the proposed development for the Property.</p> <p>Projects developed and owned by the bidder's wholly-owned subsidiaries may be included in the list, provided that the subsidiary is part of the consortium participating in the competitive challenge.</p> <p>In relation thereto, during the post-qualification process, the bidder</p>

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<p>transferred or currently owned by third parties.</p> <p>In support of the information provided in Annex A (Summary of Completed Projects Similar to the Proposed Development for the Mile Hi Property), we kindly request that other relevant documents be accepted as supporting evidence, particularly in cases where the projects are no longer under the ownership of the proponent.</p> <p>In line with this, may we also propose a revision to the format or wording of Annex A to reflect these considerations more accurately:</p> <p><i>"The duly filled up form shall form part of the Eligibility Documents. During the post-qualification process, the bidder with the highest-ranked Bid will be required to submit a certified true copy of any of the following documents to support the statements contained in the Summary of Completed Projects such as but not limited to:</i></p> <p>(1) Certificate of Completion; (2) Occupancy Permit; and (3) Contract.</p>	<p>being subjected to the post-qualification process shall submit certified true copies of relevant documents to support the statements contained in the Summary of Completed Projects, such as, but not limited to, the following:</p> <p>(1) Certificate of Completion; (2) Certificate of Acceptance; (3) Occupancy Permit; (4) Building Permit; (5) Contract; and (6) Audited Financial Statements that show project-related revenues.</p>
<p><b>12. Tax Clearance Certificate</b></p> <p>We would like to respectfully confirm our understanding that the BIR Tax Clearance Certificate is not required to be submitted by the June 26, 2025 deadline for the</p>	<p>Yes. The Tax Clearance Certificate shall be required only during the post-qualification stage.</p>

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<p>Eligibility Documents and Financial Proposals, but rather, it will be required only during the post-qualification stage.</p> <p>Kindly confirm if this is correct.</p>	
<p><b>13. Eligibility Documents</b></p> <p>We respectfully request to allow a certification issued by the Corporate Secretary attesting to the authenticity of the registration documents be accepted as an alternative to the SEC-certified true copies, with the understanding that the official SEC-certified true copies will be submitted during the post-qualification stage.</p>	<p>Please see the response stated in Item 8 above.</p>
<p><b>14. Deadline for Submission of Eligibility Documents and Financial Proposals</b></p> <p>We would like to clarify whether the deadline for the submission of Eligibility Documents and Financial Proposals is 26 June 2025 itself, or if these may be submitted earlier. Kindly confirm if submissions will only be accepted on the day or also prior to this date.</p>	<p>The Bidders may submit their Eligibility Documents and Financial Proposals prior to the Deadline for Submission, which is at 12:00 noon of 26 June 2025. However, even if submitted days in advance, such submission shall still be opened on the scheduled day of Opening of Proposals, i.e., on 26 June 2025, starting at 1:00 p.m., when all Eligibility Documents and Financial Proposals received shall be opened one by one.</p>
<p><b>15. Summary of Completed Projects similar to the proposed development for the Mile-Hi Property</b></p> <p>We respectfully request clarification on the following items</p>	

<p>regarding the required information for Annex A (Summary of Completed Projects Similar to the Proposed Development for the Mile Hi Property), to ensure accurate and appropriate submission:</p> <ul style="list-style-type: none"> <li>• Kindly clarify whether the requirement of a total gross floor area of at least 3,000 sq.m. and a project cost of no less than Php135 million refers to <i>each individual project</i>, or if it may be interpreted as a <i>combined total</i> across multiple projects meeting the stated thresholds.</li> <li>• Please confirm whether the "Date of Award of Contract" field may be left blank in cases where the project was not awarded through a government bidding process or formal private agreement</li> <li>• Please confirm whether the "Name of Owner of the Project" refers to a third party, particularly in cases where the development (e.g., a retail or commercial establishment) is not owned by the proponent.</li> <li>• Kindly clarify the intended reference of the "Entity's Role" field - does this pertain to the proponent's role in the project or to the owner of the development?</li> </ul>	<p>This is to clarify that the requirement for a total GFA of 3,000 sqm and a project cost of no less than Php135 Million (adjusted to current prices, excluding the cost of land) refers to a singular project that is similar in nature to the proposed development of the Mile-Hi Property.</p> <p>In cases where the project was not awarded through a government bidding process or formal private agreement, the bidder may state the date when the contract was signed or executed instead.</p> <p>The name to be supplied in the field "Name of Owner" should be the name of the Bidder, or if the Bidder is a consortium, the name of any of the members of the consortium. If the project (e.g., a retail or commercial establishment) is owned by a third party, then the name of that third-party project owner must be indicated in the field "Name of Owner".</p> <p>In the field "Entity's Role", indicate if the Bidder is the financier, developer, O&amp;M, or all of the enumerated.</p>
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<ul style="list-style-type: none"> <li>Please confirm whether a description of actual participation in the contract is not required if the Project development is not related to government or privately-awarded contracts</li> <li>We request that the other relevant supporting documents be considered acceptable, particularly where the proponent no longer holds ownership of the completed projects listed.</li> </ul>	<p>Description of bidder's actual participation in the contract is required to be filled up, regardless of whether or not the project development is related to government or privately-awarded contracts.</p> <p>Other documents to evidence development and completion of the projects enumerated in the Summary of Completed Projects, such as but not limited to Certificate of Acceptance and Building Permit, may be submitted to support the information presented in the Summary.</p>
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## II. Revised Draft Contract of Lease

Attached as **Annex C** is the revised draft Contract of Lease to be executed by and between BCDA and the Winning Proponent for the subject disposition. Please be advised that this revised draft is still subject for review of BCDA's statutory counsel, the Office of the Government Corporate Counsel (OGCC).

## III. Revised Timetable of Activities

Please be advised of the schedule of the succeeding activities in relation to the subject competitive challenge process, as follows:

Activities	Timetable
Last day of Issuance of Bid Bulletin	20 June 2025
Deadline to Purchase TOR and submit LOI	23 June 2025, 5:00 pm
Deadline for Submission: Eligibility Documents and Financial Proposal	26 June 2025, 12:00 noon (BCDA Corporate Office on the 2nd Floor, Bonifacio Technology Center, 31st St., cor. 2nd Ave. Bonifacio Global City, Taguig City, Philippines)
Opening and Preliminary Examination of Bid Documents: Eligibility Documents and Financial Proposal	26 June 2025, 1:00 PM (BCDA Corporate Office on the 2nd Floor, Bonifacio Technology Center, 31st St., cor. 2nd Ave. Bonifacio Global City, Taguig City, Philippines)

Activities	Timetable
Detailed Evaluation of Bids	26 June to 01 July 2025
Announcement of Results of the Evaluation of Bids	02 July 2025
Right to Outbid by the Original Proponent, if applicable	03 to 18 July 2025
Post-qualification	21 to 25 July 2025
BCDA Board Approval of the results of the Competitive Challenge	13 August 2025
Announcement of the Winning Proponent and Issuance of the Notice of Award (NOA)	15 August 2025
Signing of the Contract of Lease	Within 30 days after issuance of the NOA

The clarifications herein issued effectively amend, modify, or revise the provisions of the TOR that are inconsistent or contradictory thereto.

Thank you for your continued interest in the BCDA's Asset Disposition Program.

  
**MARK P. TORRES**  
Chairperson

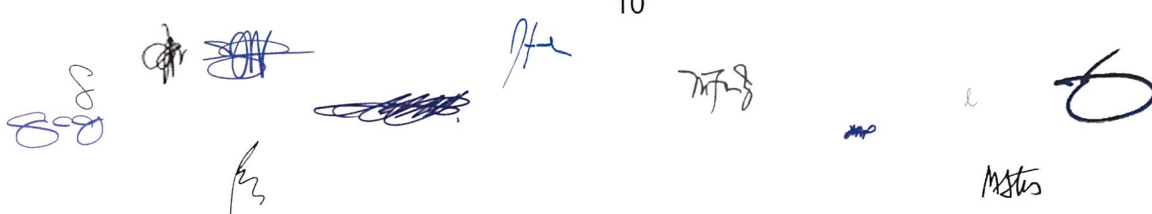
  
**JANE THERESA G. TABALINGCOS**  
Vice Chairperson

  
**MARY GRACE C. PEREZ**  
Member

  
**LEA C. QUISOBEN-MAGUILAO**  
Member

  
**RANDY S. VIACRUSIS**  
Member

  
**MARICEL C. SANTOS**  
Member





**CHECKLIST OF DOCUMENTS**  
(IF BIDDER IS A CORPORATION)

Reference in the TOR	Document	Remarks
<b>Eligibility Documents</b>		
Annex F-1 in TOR	Duly Notarized Eligibility Statement	Mark as <b>A</b>
Annex G-1 in TOR	Proponent's Profile	Mark as <b>A-1</b>
	Summary of Completed Projects Similar to the Proposed Development	Mark as <b>A-2</b>
	SEC-certified true copies of its <b>SEC Certificate of Registration</b> , together with the <b>General Information Sheet (GIS)</b> for the latest applicable calendar or fiscal year. For foreign corporations, the equivalent document duly authenticated by the Philippine Consulate based in the foreign company's domicile.	Mark as <b>B</b>
	SEC-certified true copies of its <b>Articles of Incorporation and By-Laws and any amendments thereto</b> . For foreign corporations, the certified copies of the original Articles of Incorporation duly filed in the country of incorporation and duly authenticated by the Philippine Consulate based in the foreign company's domicile, and translated in English, if necessary.	Mark as <b>C</b>
	<b>Audited Financial Statements (AFS) for the past three (3) calendar or fiscal years</b> , and its <b>Income Tax Return (ITR) for the previous calendar or fiscal year</b> , of which both the AFS and ITR must be stamped "Received" by the Bureau of Internal Revenue (BIR), or for foreign corporations, the equivalent documents duly authenticated by the Philippine Consulate based in the foreign company's domicile.	Mark as <b>D</b>
	A <b>Board Resolution</b> or <b>Secretary's Certificate</b> of the Proponent, expressly authorizing their participation in the bidding process, and appointing their authorized representative/s for this purpose. For foreign corporations, the required document should be duly authenticated by the Philippine Consulate based in the foreign company's domicile, and translated in English, if necessary.	Mark as <b>E</b>
<b>Financial Proposal</b>		
Annex H-1	Final Bid Letter	Mark as <b>F</b>
	Bid Security in the form of a manager's check or a cashier's check	Mark as <b>G</b>

**CHECKLIST OF DOCUMENTS**  
(IF BIDDER IS A CONSORTIUM / UNINCORPORATED JOINT VENTURE)

Reference in the TOR	Document	Remarks
<b>Eligibility Documents</b>		
Annex F-1 in TOR	Duly Notarized Joint Eligibility Statement	Mark as <b>A</b>
Annex G-1 in TOR	Proponent's Profile (all members of the consortium should submit their respective Proponent's Profiles)	Mark as <b>A-1</b>
	Summary of Completed Projects Similar to the Proposed Development (to be submitted by the member which meets the Technical Capability requirement)	Mark as <b>A-2</b>
	Duly notarized Joint Venture Agreement/ Consortium Agreement, signed by all members	Mark as <b>A-3</b>
	SEC-certified true copies of each member's <b>SEC Certificate of Registration</b> , together with the <b>General Information Sheet (GIS)</b> for the latest applicable calendar or fiscal year. For foreign corporations, the equivalent document duly authenticated by the Philippine Consulate based in the foreign company's domicile.	Mark as <b>B</b>
	SEC-certified true copies of each member's <b>Articles of Incorporation and By-Laws and any amendments thereto</b> . For foreign corporations, the certified copies of the original Articles of Incorporation duly filed in the country of incorporation and duly authenticated by the Philippine Consulate based in the foreign company's domicile, and translated in English, if necessary.	Mark as <b>C</b>
	<b>Audited Financial Statements for the past three (3) calendar or fiscal years</b> , stamped "Received" by the Bureau of Internal Revenue (BIR), and its <b>Income Tax Return for the last calendar or fiscal year</b> , of all members of the Consortium. For foreign corporations, the equivalent documents duly authenticated by the Philippine Consulate based in the foreign company's domicile.	Mark as <b>D</b>
	A <b>Board Resolution</b> or <b>Secretary's Certificate</b> from each consortium member, expressly authorizing its participation in the bidding process, and appointing their authorized representative/s for this purpose. For foreign corporations, the required document should be duly authenticated by the Philippine Consulate based in the foreign company's domicile, and translated in English if necessary.	Mark as <b>E</b>
<b>Financial Proposal</b>		
Annex H-1	Final Bid Letter	Mark as <b>F</b>
	Bid Security in the form of a manager's check or a cashier's check	Mark as <b>G</b>



(FOR CORPORATIONS)

**A**

REPUBLIC OF THE PHILIPPINES  
CITY OF \_\_\_\_\_) s.s.

**ELIGIBILITY STATEMENT**

I, (name of the authorized representative), of legal age, (*nationality*), and with office address at \_\_\_\_\_, under oath, hereby depose and say THAT:

1. The (*name of Corporation*) (Proponent) intends to participate in the Competitive Challenge conducted by the Bases Conversion and Development Authority (BCDA) for the long-term lease of the 6,647-square meter Mile Hi Property located within Camp John Hay, Baguio City.
2. I am the (*designation*) of the Proponent, duly authorized to make this Statement for and on its behalf;
3. In compliance with the Eligibility Requirements, the Proponent's Profile is hereto attached and marked as Annex **A-1**;
4. In compliance with the Eligibility Requirements, a Summary of Competed Projects similar in nature to the proposed development is hereto attached and marked as Annex **A-2**
5. In compliance with the Documentary Requirements, the following documents are hereto attached:
  - a. Securities and Exchange Commission (SEC) Registration Certificate together with the General Information Sheet (GIS) of the Bidder for the latest applicable calendar or fiscal year;
  - b. Board Resolution/Secretary's Certificate /Special Power of Attorney authorizing its participation in the bidding process and appointing its authorized representative for this purpose, or, for sole proprietorships, a valid government-issued identification card of the proprietor with photo, whichever of the aforementioned is applicable.
6. The Proponent, its parent company or subsidiaries or affiliates with common controlling shareholdings, if any, is not considered in default of its financial or other obligations, in any past or current project being undertaken with BCDA or its subsidiaries, at the day of submission of bids, as determined by BCDA;
7. The Proponent, its parent company or subsidiaries or affiliates with common controlling shareholdings, if any, has not filed any case impinging on BCDA, and/or their affiliates and subsidiaries' performance of their mandate;
8. The Proponent has no pending or unpaid tax liabilities in the Philippines;
9. The Proponent accepts the Terms of Reference, qualification criteria, and the terms and conditions set by BCDA;

10. The Proponent, if awarded the Contract of Lease, commits to comply with the: (1) Contract of Lease, (2) Development Plan, and (3) all other pertinent government standards such as, but not limited to, the Comprehensive Integrated Master Development Plan (CIMDP) for Camp John Hay and subsequent amendments thereto, National Building Code, the Fire Code, and other relevant laws, rules, regulations, and issuances of the agencies of the National Government and the Local Government, for the duration of the contract period;
11. The Proponent commits to abide by the decision of the Joint ADP Committee for JHSEZ, waives its right to seek legal remedies against BCDA and its subsidiaries, and holds its Board of Directors, Officers and staff, consultants, and authorized representatives/personnel free and harmless from any liability, costs, and expenses, suit or allegation arising from its participation in this bidding process;
12. All information in this statement, including attachments and enclosures thereof, is true and correct. Any falsity, error, or misrepresentation shall constitute grounds for disqualification from this bidding or revocation of the award as determined by BCDA;
13. The Proponent, its Directors, Officers, and staff or any representative thereof, shall not attempt to establish any contact with any of BCDA Directors, Officers, staff, consultants, and authorized representatives/personnel on matters concerning the bidding from the date of the submission of their bids up to the conclusion of the bidding process, except for clarifications on Proposal which must be in writing and addressed to the Joint ADP Committee for JHSEZ, through its Chairperson.

The Proponent, its Directors, and Officers have neither given nor offered, nor will it give nor offer, directly or indirectly, any bribe or other improper payment or advantage to any Directors, Officers, staff, consultants, and authorized representatives/personnel of the BCDA and JHMC, or engage in any of the acts prohibited under R.A. 3019, otherwise known as the Anti-Graft and Corrupt Practices Act, as amended.

Violation of any of the foregoing shall be a ground for the disqualification from the bidding or revocation of the award, if any, without prejudice to damages that BCDA may recover for any loss or damage that may result therefrom.

14. The Proponent is not involved in any money laundering activity as defined by the Anti-Money Laundering Act of 2001 (R.A. 9160) and as further governed by RA 10365.
15. The Proponent authorizes BCDA or its authorized representatives to conduct investigation and verification of the statements, documents and information submitted relative to our bid.

For this purpose, the Proponent hereby authorizes any public office, or any person or firm to furnish pertinent information deemed necessary and requested by BCDA to verify statements and information provided in this statement.



IN FAITH WHEREOF, I have hereunto affixed my signature this \_\_\_\_\_ day of \_\_\_\_\_ 2025 at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
**Affiant**

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_\_ day of \_\_\_\_\_ 2025, affiant exhibiting to me his competent evidence of identity (e.g. Passport, Driver's License, etc.) \_\_\_\_\_ issued at \_\_\_\_\_, Philippines on \_\_\_\_\_, 2025.

**NOTARY PUBLIC**

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2025.

(FOR UNINCORPORATED JOINT VENTURES/CONSORTIUM)

**A**

REPUBLIC OF THE PHILIPPINES  
CITY OF \_\_\_\_\_) s.s.

**JOINT ELIGIBILITY STATEMENT**

I, (name of the authorized representative of the Consortium), of legal age, (nationality), and with office address at \_\_\_\_\_, under oath, hereby depose and say THAT:

1. The Consortium of (name of Corporation 1) and (name of Corporation 2) (Proponent) intends to participate in the Competitive Challenge conducted by the Bases Conversion and Development Authority (BCDA) for the long-term lease of the 6,647-square meter Mile Hi Property located within Camp John Hay, Baguio City.
2. I am the (designation) of the Proponent, duly authorized to make this Statement for and on its behalf;
3. In compliance with the Eligibility Requirements, the Proponent's Profiles of (name of Corporation 1) and (name of Corporation 2) are hereto attached and marked as Annex **A-1**;
4. In compliance with the Eligibility Requirements, a Summary of Competed Projects similar in nature to the proposed development is hereto attached and marked as Annex **A-2**;
5. In compliance with the Eligibility Requirements, attached as Annex **A-3** is the duly signed and notarized Joint Venture Agreement / Consortium Agreement which: (i) briefly describes the joint venture/consortium, the individual members of the joint venture/consortium, and the nature and extent of the participation of each member; (ii) identifies the authorized representative / lead member by all the members to represent the joint venture/consortium and sign any and all documents related to this Competitive Challenge including the Contract of Lease with BCDA; and (iii) states that all the members of the consortium shall be jointly and severally liable for the obligations of the joint venture/consortium under the Contract;
6. In compliance with the Documentary Requirements, the following documents are hereto attached:
  - a. Securities and Exchange Commission (SEC) Registration Certificates of each member, together with the corresponding General Information Sheets (GIS) for the latest applicable calendar or fiscal year;
  - b. Board Resolution/Secretary's Certificate from each member of the consortium authorizing their participation in the bidding process as part of the joint venture/consortium, and appointing each of their authorized representatives for this purpose;



7. Each member of the Joint Venture/Consortium, and their respective parent companies or subsidiaries or affiliates with common controlling shareholdings, if any, is not considered in default of its financial or other obligations, in any past or current project being undertaken with BCDA or its subsidiaries, at the day of submission of bids, as determined by BCDA;
8. Each member of the Joint Venture/Consortium, their respective parent companies or subsidiaries or affiliates with common controlling shareholdings, if any, has not filed any case impinging on BCDA, and/or its affiliates and subsidiaries' performance of its mandate;
9. Each member of the joint venture/consortium has no pending or unpaid tax liabilities in the Philippines;
10. The Joint venture/Consortium and all the members thereof accepts the Terms of Reference, qualification criteria, and the terms and conditions set by BCDA;
11. The Joint Venture/Consortium, if awarded the Contract of Lease, commits to comply with the: (1) Contract of Lease, (2) Development Plan, and (3) all other pertinent government standards such as, but not limited to, the Comprehensive Integrated Master Development Plan (CIMDP) for Camp John Hay and subsequent amendments thereto, National Building Code, the Fire Code, and other relevant laws, rules, regulations, and issuances of the agencies of the National Government and the Local Government, for the duration of the contract period;
12. The Joint Venture/Consortium, and each and every member thereof, commit to abide by the decision of the Joint ADP Committee for JHSEZ, waive their right to seek legal remedies against BCDA and its subsidiaries, and hold the BCDA Board of Directors, Officers and staff, consultants, and authorized representatives/personnel free and harmless from any liability, costs, and expenses, suit or allegation arising from its participation in this bidding process;
13. All information in this statement, including attachments and enclosures thereof, is true and correct. Any falsity, error, or misrepresentation shall constitute grounds for disqualification from this bidding or revocation of the award as determined by BCDA;
14. The Joint Venture/Consortium, and the respective Directors, Officers, and staff or any representative of each member of the Joint Venture/Consortium, shall not attempt to establish any contact with any of BCDA Directors, Officers, staff, consultants, and authorized representatives/personnel on matters concerning the bidding from the date of the submission of their bids up to the conclusion of the bidding process, except for clarifications on Proposal which must be in writing and addressed to the Joint ADP Committee for JHSEZ, through its Chairperson.

The Joint Venture/Consortium, and the respective Directors, Officers, and staff or any representative thereof, have neither given nor offered, nor will it give nor offer, directly or indirectly, any bribe or other improper payment or advantage to any Directors, Officers, staff, consultants, and authorized representatives/personnel of the BCDA and JHMC, or engage in any of the

acts prohibited under R.A. 3019, otherwise known as the Anti-Graft and Corrupt Practices Act, as amended.

Violation of any of the foregoing shall be a ground for the disqualification from the bidding or revocation of the award, if any, without prejudice to damages that BCDA may recover for any loss or damage that may result therefrom.

15. The Proponent is not involved in any money laundering activity as defined by the Anti-Money Laundering Act of 2001 (R.A. 9160) and as further governed by RA 10365.
16. The Proponent authorizes BCDA or its authorized representatives to conduct investigation and verification of the statements, documents and information submitted relative to our bid.

For this purpose, the Proponent hereby authorizes any public office, or any person or firm to furnish pertinent information deemed necessary and requested by BCDA to verify statements and information provided in this statement.

**IN FAITH WHEREOF**, I have hereunto affixed my signature this \_\_\_\_\_ day of \_\_\_\_\_ 2025 at \_\_\_\_\_, Philippines.

\_\_\_\_\_  
**Affiant**

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_\_ day of \_\_\_\_\_ 2025, affiant exhibiting to me his competent evidence of identity (e.g. Passport, Driver's License, etc.) \_\_\_\_\_ issued at \_\_\_\_\_, Philippines on \_\_\_\_\_, 2025.

**NOTARY PUBLIC**

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2025.



## I. GENERAL INFORMATION

Ownership Structure	
% owned by Filipino:	% owned by Foreign:

Shareholders			
Name	Authorized Capital	Paid-up Capital	Extent of Financial Control

Governing Board	
Name	Designation

Key Officers	
Name	Position/Nationality

### III. FINANCIAL CAPACITY

Key Banking Relations (at least 3)			
		as of <b>31 December 2024</b>	
Bank Name	Location	Bank Deposit	Credit Facility
Net Worth as of <b>31 December 2024</b>			

### IV. SUBSIDIARIES AND AFFILIATES

Subsidiaries and Affiliates	
Business Name	Nature of Affiliation and/or Percentage (%) of Ownership

I hereby certify that the above statements are true and correct and I am duly authorized to make this statement for and in behalf of *(Business Name)*:

*(Signature)*

Authorized Representative

Name:  
Position:  
Date:



**SUMMARY OF COMPLETED PROJECTS SIMILAR  
TO THE PROPOSED DEVELOPMENT FOR THE MILE-HI PROPERTY**

Retail and/or commercial establishment with a total gross floor area of at least **three thousand (3,000) square meters** and a project cost of no less than **One Hundred Thirty-five Million (Php135,000,000.00)**, adjusted to current prices, excluding the cost of the land.

Project Name:		Location:
Date of Award of Contract:		Product and Related Services Provided:
Name of Owner:		Entity's Role:
Address:		Duration of Contract:
Start Date (Month/Year):	Completion Date (Month/Year):	Contract Price/Value (in PHP):
Name of Associated Prospective JV Partners, if any:		
Narrative Description of Project:          Description of Actual Participation in the Contract:		

N.B. To support the statements contained in this **Summary**, the Bidder being subjected to post-qualification shall, during the post-qualification process, submit relevant documents, such as, but not limited to, the following:

- (1) Certificate of Completion;
- (2) Certificate of Acceptance;
- (3) Occupancy Permit;
- (4) Building Permit;
- (5) Contract; and
- (6) Audited Financial Statements that show project-related revenues.

**F**

**FINAL BID LETTER  
(Pro- Forma)**

(Date)

**THE CHAIRPERSON**

BCDA-JHMC Joint Asset Disposition Committee  
Bases Conversion and Development Authority  
BCDA Corporate Center, 2/F Bonifacio Technology Center  
31st Street, Crescent Park West, Bonifacio Global City  
Taguig City, 1634, Metro Manila, Philippines

Madam/ Sir:

In connection with the public bidding for the long-term lease of the 6,647-square meter Mile Hi Property in Camp John Hay, Baguio City, I/We (State the name of the Proponent/Proponents), formally proposes to lease the subject Property at the indicated bid price/s, inclusive of 12% Value Added Tax (VAT):

**Bid Price:** \_\_\_\_\_

I/We understand that, should I/we be declared the Winning Proponent, we shall, upon signing of the Contract of Lease with the BCDA, fulfill all responsibilities and obligations as indicated in the Terms of Reference.

The undersigned, hereby, affirms that I am/I am duly authorized by the Corporation to make this proposal for and on its behalf

Submitted by:

(Signature)

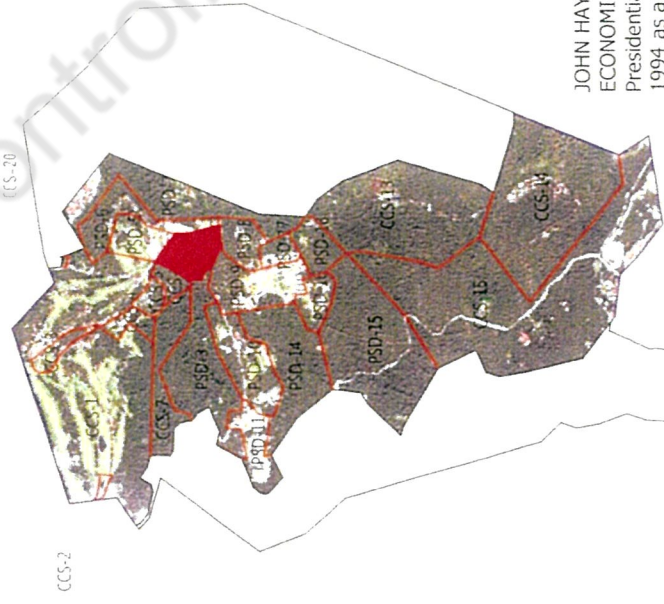
\_\_\_\_\_  
Name of Bidder or its Authorized Representative

\_\_\_\_\_  
Position



# ANNEX A

Lot 4, Psd – 131102 – 002639 HOTEL CLUSTER



JOHN HAY SPECIAL  
ECONOMIC ZONE  
Presidential Proc. 420s,  
1994 as amended by  
Pres. Proc. 1191 s. 2006

LOT NO.	LOT DESCRIPTION	Transfer Certificate of Title (TCT) No.	AREA (Has.)	AREA (SqM)	Number of Structures within the lot	Covered Areas / Structures	Building Footprint (sqm)	Year Constructed	REMARKS
4	Hotel Cluster	TCT No. (T-62879) 018-2023001685	4.4667	44,667.00	1	Mile Hi Center (a)	3,200.00	1999	OLD STRUCTURE for verification
					1	CJH Manor (b)	5,285.00	2000	for verification
					1	portion of The Forest Lodge (formerly The Suites) (c)	3,853.00	2000	for verification
					1	STP 2 (d)			for verification

9990908TCECOT202

REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF JUSTICE  
Land Registration Authority  
QUEZON CITY  
Registry of Deeds for Baguio City

## Transfer Certificate of Title

OWNER'S DUPLICATE • OWNER'S DUPLICATE • OWNER'S DUPLICATE • OWNER'S DUPLICATE • OWNER'S DUPLICATE

No. (T-62879) 018-2023001685

IT IS HEREBY CERTIFIED that certain land situated in CITY OF BAGUIO, PROVINCE OF BENGUET, ISLAND OF LUZON, bounded and described as follows:

A PARCEL OF LAND (LOT 4, PSD-141102-002639 BEING A PORTION OF LOT NO. T-5812, LMO REG. NO. 319, SITUATED AT CITY OF BAGUIO, PROVINCE OF BENGUET, ISLAND OF LUZON, BOUNDED ON THE SW., AND N., ALONG LINES 4-1-2 BY LOT 3 OF THE SUBDIVISION PLAN; ON THE NW., ALONG LINE 4-3 BY (continued on next page)

is registered in accordance with the provision of the Property Registration Decree in the name of

Owner: EASES CONVERSION AND DEVELOPMENT AUTHORITY, A BODY CORPORATE

Address: METROPOLITAN MANILA, METRO MANILA NATIONAL CAPITAL REGION

as owner thereof in fee simple, subject to such of the encumbrances mentioned in Section 44 of said Decree as may be subsisting.

IT IS FURTHER CERTIFIED that said land was originally registered as follows:

Case No.:

Record No.: 37

Orig. Reg. Date: 11 14 1962

Decree No.: 4493

Original RD : BAGUIO CITY

OCT No.: OCT-1

Volume No.: 1

Page No.: 1

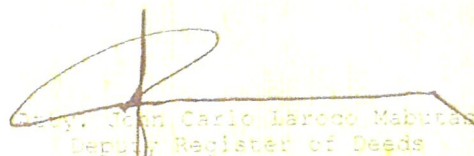
Original Owner: MITCHELL A. CLAPPE, JOHN W. HAUSSEMMANN Y CHARLES C. COMB

This certificate is a transfer from TRANSFER CERTIFICATE OF TITLE T-62879 (TOTALLY CANCELLED) by virtue hereof in so far as the above-described land is concerned.

Entered in Baguio City, Philippines on the 20th day of AUGUST 1993 at 09:35am.

(SGD.) ADELINA A. TABANGIN  
ACTING REGISTER OF DEEDS

Attested by:

  
Atty. Juan Carlo Laroco Mabutas  
Deputy Register of Deeds





587909TEC001202

TCT No.: 7-62872 018-202-001685

Page No.: 2

TECHNICAL DESCRIPTION (Continued from page 1)

CAMP JOHN RAY PROPERTY, 11-5955; ON THE NE., ALONG LINE 3-4 BY LOT 5;  
ON THE E., ALONG LINES 4-5-6 BY LOT 6; ON THE S., ALONG LINE 6-7 BY LOT  
7; ON THE SW., AND W., ALONG LINES 7-8-9 BY LOT 9, ALL OF THE  
SUBDIVISION PLAN, BEGINNING AT A POINT MARKED "1" ON PLAN BEING S. 69  
DEG., 38'E., 1096.35 M. FROM TRIANGULATION BAGUIO, THENCE; N. 6 DEG.,  
41'W., 49.65 M. TO POINT 2; N. 26 DEG., 00'E., 175.01 M. TO POINT 3; S.  
54 DEG., 07'E., 156.62 M. TO POINT 4; S. 3 DEG., 46'E., 46.10 M. TO  
POINT 5; S. 13 DEG., 14'E., 194.85 M. TO POINT 6; S. 85 DEG., 24'W.,  
33.36 M. TO POINT 7; N. 69 DEG., 40'W., 31.53 M. TO POINT 8; N. 50  
DEG., 54'W., 20.82 M. TO POINT 9; N. 81 DEG., 17'W., 67.24 M. TO POINT  
OF BEGINNING, CONTAINING AN AREA OF FORTY FOUR THOUSAND SIX HUNDRED  
SIXTY SEVEN (44,667) SQUARE METERS, MORE OR LESS. ALL POINTS REFERRED  
TO ARE INDICATED ON PLAN AND ARE MARKED ON THE GROUND BY SQUARE  
MONUMENTS ON TOP MARKED BCDA; BEARINGS TRUE; DATE OF SUBDIVISION SURVEY  
ON JANUARY 19, 1993 AND APRIL 7, 1993, EXECUTED BY ENGR. DIONISIO M.  
INES AND WAS APPROVED ON AUGUST 16, 1993.





TCT No.: T-62879 018-2023001685

Page No.: 1

48908TEED07202

# MEMORANDUM OF ENCUMBRANCES

ENTRY NO. 233138-27-001 - NOTICE OF LIS PENDENS DATED MAY 8, 2009, FILED BY FILEMON E. FERNANDEZ & MARCOS A.G. TAURAN FOR SALVADOR AGUIRRE FERNANDEZ & ALVARO X X COUSIN OF PLAINTIFFS, IN CIVIL CASE NO. 97-088, PII, NATIONAL CAPITAL JUDICIAL REGION, MONTENEGRO CITY, ENRIETE ML & H CORP., AS CAPITAL & INVESTMENT CORP. ASIA PACIFIC PLANNING & EVALUATION CO., INC., AND FIRST ASIAN EAGLES CAPITAL CORP., PLAINTIFFS VERSUS BASES CONVERSION, DEV. AUTHORITY, FIL-ESTATE MANAGEMENT INC., BENTA CAPITAL INVESTMENTS CORP. AND CSH DEV. CORP., DEFENDANTS, AFFECTING THE PROPERTY DESCRIBED HEREIN. ENTERED ON MAY 13, 2009, 11:00 A.M. FILE NO. T-62879.

(SGD.) ADELINA A. TABERNAN  
REGISTER OF DEEDS

THE REGISTRABILITY OF THE ADVERSE CLAIM UNDER ENTRY NO. 2330-32-66 & 2331-41-47 EN FORCED ON MARCH 22, 2009 ON THE PROPERTY DESCRIBED HEREIN HAS BEEN ELEVATED IN CONSULTA TO THE ADMINISTRATOR, LRA, FOR RESOLUTION.

(SGD.) JUANITO K. AMPAGUEY  
DEPUTY REGISTER OF DEEDS

ENTRY NO. 4310-39-187 - COMPROMISE JUDGMENT DATED MAY 12, 2009 BY HON. PEREIRO, PRESIDING JUDGE, NATIONAL CAPITAL JUDICIAL REGION, REGIONAL TRIAL COURT, BRANCH 276, MONTENEGRO CITY IN CIVIL CASE NO. 97-088, CANCELLING THE NOTICE OF LIS PENDENS (RE: ENTRY NO. 233138-27-001). ENTERED FEB. 20, 2009, 3:30 P.M. FILE NO. T-62879.

(SGD.) JUANITO K. AMPAGUEY  
REGISTER OF DEEDS

ENTRY NO. 5172-41-136 - ORDER DATED SEPTEMBER 30, 2008 IN CONSULTA NO. 3447 BY DISMISSING THE CONSULTA COVERING THE REGISTRABILITY OF THE ADVERSE CLAIM UNDER ENTRY NO. 2330-32-66 AND 2331-41-47. ENTERED MARCH 16, 2009, 3:00 P.M. FILE NO. T-62879.

(SGD.) JUANITO K. AMPAGUEY  
REGISTER OF DEEDS

Atty. John Carlo Laroco Mabutas  
Deputy Register of Deeds

Entry No.: 2021004131

Date: October 19, 2021 07:14:00AM

CONVERSION TO TITLE : CERTIFICATE OF TITLE NO. 018-2023001685 IS ISSUED BASED ON TRANSFER CERTIFICATE OF TITLE NO.: T-62879, BY VIRTUE OF LRA CIRCULAR NO.: 02-2016 WITH SUBJECT: PROGRAM FOR THE UPGRADE OF ALL MANUALLY-ISSUED TITLES WITHIN A 3-YEAR PERIOD, PUBLISHED ON JANUARY 29, 2019, AS AMENDED BY LRA CIRCULAR NO. 02-2017, DATED JANUARY 6, 2017, PUBLISHED ON JANUARY 11, 2017, AND



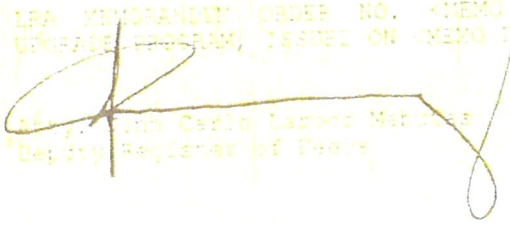


2021033106083

TCT No.: 17-62879, 17B-2023001-05

Page No.: 1

LRA MEMORANDUM ORDER NO. <MEMO NO.> WITH SUBJECT: LRA TITLE  
UNSAFE PROGRAM, ISSUED ON <MEMO DATE>.

  
John Carlo Lagana  
Deputy Registrar of Deeds



Uncontrolled when printed or emailed



REPUBLIC OF THE PHILIPPINES  
CITY OF BAGUIO  
OFFICE OF THE CITY ASSESSOR

OWNER'S COPY

# TAX DECLARATION OF REAL PROPERTY LAND

DATE OF DECLARATION: \_\_\_\_\_

DECLARATION MADE BY: \_\_\_\_\_

DECLARATION MADE BY: \_\_\_\_\_

DECLARATION MADE BY: \_\_\_\_\_

Address: \_\_\_\_\_

DECLARATION MADE BY: \_\_\_\_\_

DECLARATION MADE BY: \_\_\_\_\_

DECLARATION MADE BY: \_\_\_\_\_

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DECLARATION MADE BY: \_\_\_\_\_

DECLARATION MADE BY: \_\_\_\_\_

DECLARATION MADE BY: \_\_\_\_\_

DECLARATION MADE BY: \_\_\_\_\_

MARKET  
VALUE

ASSESSMENT  
RATE

ADJUSTED  
MARKET VALUE

ASSESSMENT  
LEVEL

ASSESSED  
VALUE

100,000.00

20.00

20,000.00

7.00

140,000.00

This declaration is made in full and final settlement of all taxes and assessments due and payable by the owner of the property herein declared.

2021-07-01 00:00:00

This declaration begins with the year

2021

Property Assessed Value

140,000.00

DECLARATION BASES (CONCERNING LAND DEVELOPMENT AUTHORITY)

## MEMORANDUM

DECLARATION OF REAL PROPERTY TAXES FOR THE YEAR 2021 TO 2025. THE DECLARATION IS MADE BY THE OWNER OF THE PROPERTY AND IS SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY ASSESSOR.

DECLARATION OF REAL PROPERTY TAXES FOR THE YEAR 2021 TO 2025.

DECLARATION OF REAL PROPERTY TAXES FOR THE YEAR 2021 TO 2025.

*Signature*

NORMITA RAMON

CITY ASSESSOR



TECHNICAL DESCRIPTION		
LINES	BEARINGS	DISTANCES
MILE HI CENTER		
1-2	S.64°12'E.	13.73M.
2-3	S.18°42'W.	21.71M.
3-4	S.13°24'W.	74.59M.
4-5	S.12°42'E.	29.36M.
5-6	S.25°01'E.	18.18M.
6-7	S.34°43'E.	23.55M.
7-8	S.19°12'E.	24.29M.
8-9	N.81°30'W.	30.07M.
9-10	N.64°36'W.	42.73M.
10-11	N.35°35'W.	26.38M.
11-12	N.15°45'E.	51.35M.
12-13	N.26°24'E.	81.01M.
13-1	N.26°24'E.	22.67M.
TIE LINE: S.60°47'E., 61.64M.; From JHMC 2 to Corner "1".		

DATA INFORMATION	
LAND USE PER CIMDP	COMMERCIAL
LOT AREA	6,647 sq.m.
BUILDING FOOTPRINT	2,380 sq.m.
FLOOR AREA RATIO	.90
ALLOWABLE MAXIMUM BUILDING FOOTPRINT (70%)	4,653 sq.m.
OPEN SPACE (30%)	1,994 sq.m.
NO. OF TREES TO BE AFFECTED	11
LIVE BENGUET PINE TREES	6
DEAD PINE TREES	2
DIFFERENT SPECIES OF TREES	3
TRANSFORMER	1

# ANNEX B



Republic of the Philippines  
Office of the President

**BCDA**  
Bases Conversion and  
Development Authority

LOT INFORMATION PLAN: MILE HI CENTER

SCALE:

1:500

Republic of the Philippines  
Office of the President

**JHMC**

JOHN HAY MANAGEMENT CORPORATION  
a member of The BCDA Group



## CONTRACT OF LEASE

### THE PUBLIC IS INFORMED:

This Contract of Lease (**Contract**) is made and entered into by and among:

**BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA)**, a government instrumentality vested with corporate powers created under and by virtue of Republic Act (RA) No. 7227, as amended, with principal office address at the BCDA Corporate Center, 2/F Bonifacio Technology Center, 31<sup>st</sup> Street corner 2nd Avenue, Bonifacio Global City, Taguig City, Metro Manila, Philippines, represented by its President and Chief Executive Officer, **JOSHUA M. BINGCANG**, who is authorized for this purpose by the BCDA Board of Directors through Board Resolution No. \_\_\_\_\_, as evidenced by Secretary's Certificate<sup>1</sup> dated \_\_\_\_\_, a copy of which is attached as *Annex "A"*,

- and -

The \_\_\_\_\_ (**LESSEE**), a corporation duly registered and authorized to engage in real estate by virtue of Philippine Laws, with principal office address at \_\_\_\_\_, and represented herein by its \_\_\_\_\_, who is authorized for this purpose by its Board of Directors through Board Resolution No. \_\_\_\_\_, as evidenced by Secretary's Certificate<sup>2</sup> dated \_\_\_\_\_, a copy of which is attached as *Annex "B"*.

(**BCDA** and **LESSEE** are individually referred to as a "**Party**" and collectively as the "**Parties**".)

### ANTECEDENTS:

Republic Act (RA) No. 7227, as amended, mandates **BCDA** to accelerate the sound and balanced conversion into alternative productive uses of the former Clark and Subic military reservations and their extensions, to raise funds from the sale or disposition of portions of Metro Manila military camps, and to apply said funds for the development and conversion to productive civilian use of said reverted military base lands.

Proclamation No. 198, series of 1993 transferred to **BCDA** the ownership, administration, and control over the John Hay Air Station (now the **Camp John Hay**), which was declared

<sup>1</sup> Annex A - BCDA Secretary's Certificate dated \_\_\_\_\_

<sup>2</sup> Annex B - LESSEE's Secretary's Certificate dated \_\_\_\_\_

for tourism, human resource development center, and multiple-use forest watershed reservation purposes.

Executive Order (EO) No. 103, series of 1993, authorized the establishment of the John Hay Development Corporation (JHDC) now John Hay Management Corporation (JHMC) as BCDA's operating and implementing arm to manage Camp John Hay.

BCDA received an unsolicited proposal to lease and develop the six thousand six hundred forty-seven (6,647)-square meter Mile-Hi Property in Camp John Hay from the Consortium of Meridian Commercial Centers, Inc. (MCCI) and Istana Development Corporation (IDC), both companies registered with the Philippine Securities and Exchange Commission (SEC) and are authorized to engage in the real estate business, hereinafter referred to as the "Original Proponent".

In compliance with Section III.B.4 of the Revised Guidelines on the Privatization and Disposition of BCDA Properties (or the 2018 *Revised Sale and Lease Guidelines of BCDA*), the negotiated terms of the lease with the Original Proponent shall be subjected to a Competitive Challenge and other Private Sector Entities (PSEs) shall be allowed to submit comparative proposals.

[in case LESSEE is Challenger]

In response to BCDA's invitation to submit comparative proposals published on May 06, 08, and 10, 2025, the LESSEE was determined to have submitted the highest comparative proposal. Additionally, in view of the failure of the Original Proponent's Right to Outbid, the LESSEE was declared to be the LESSEE and was consequently issued a Notice of Award on \_\_\_\_\_.

[in case LESSEE is the Original Proponent]

After the conduct of a Competitive Challenge process, the Original Proponent exercised its Right to Outbid and was eventually declared as the LESSEE and was consequently issued a Notice of Award on \_\_\_\_\_.

**NOW THEREFORE**, the Parties hereto agree to the following undertakings to ensure the realization of the Mile-Hi Commercial Centers Property that would be established within Camp John Hay, as follows:

## ARTICLE I GENERAL AGREEMENTS

### Section 1. Leased Property

The BCDA conveys, by way of lease on "**AS-IS, WHERE-IS**" basis to the LESSEE, a parcel of land with a total area of approximately **six thousand six hundred forty-seven (6,647) square meters**, more or less, the metes and bounds of which is subject to actual survey to be jointly conducted by the Parties, (Leased Property), and subject to the provisions of this Contract.

The Parties shall sign the Final Joint Survey Report, which must be accomplished within thirty (30) calendar days from the signing of this Contract, and such report shall be deemed incorporated in this Contract as an integral part hereof and controlling as regards the metes and bounds of the Leased Property.

The Leased Property, as shown in the attached Location Map<sup>3</sup> and the Lot Information Plan<sup>4</sup>, is located along Sheridan Drive within the John Hay Special Economic Zone, Baguio City. The actual metes and bounds of the Leased Property are contained in the Final Joint Survey<sup>5</sup>.

## **Section 2. Use of the Property**

Consistent with the Comprehensive Integrated Master Development Plan (CIMDP) for Camp John Hay and its accompanying Design Standards and Guidelines (DSG), the Property is to be developed for eco-hostel accommodations with an activated retail and dining frontage along Sheridan Drive, John Hay Special Economic Zone. The development involves the restoration, renovation and upgrading of Mile-Hi into an upscale commercial center to preserve its historical identity and enhance the surrounding environment, with the following allowable uses:

- a. Office
- b. Retail shops and convenience stores
- c. Restaurants and cafés
- d. Inn/Transient Rooms
- e. Support amenity
- f. Utilities

The overall development of the Property shall adhere to the CIMDP and DSG for Camp John Hay and other parameters set by BCDA.

Should the LESSEE intend to use and/or devote the Property, or a portion or portion/s thereof, to a use or purpose other than the allowable land uses and in its submitted Development Plan, it shall secure the written approval of the BCDA prior to making any changes in the intended use of the Property. Failure to secure the written approval of BCDA shall be a ground for the immediate termination of this Contract without need of a judicial termination.

## **Section 3. Restrictions on the Property**

In developing the Leased Property, the LESSEE must strictly comply with the Comprehensive Master Development Plan (CMDP) and the Design Standard and Guidelines (DSG) of JHSEZ, as well as all pertinent government standards, such as but not limited to, the National Building Code, the Comprehensive Fire Code of the Philippines, and other

<sup>3</sup> Annex C – Location Map as of \_\_\_\_\_

<sup>4</sup> Annex E – Lot Information Plan

<sup>5</sup> Annex D – Final Joint Survey Report dated \_\_\_\_\_



relevant laws, rules, regulations and issuances of the concerned government agencies, which include both existing and subsequent issuances.

The LESSEE shall likewise observe the following restrictions:

**a. Maximum Gross Floor Area and Open Spaces**

Under the Camp John Hay CIMDP, the maximum allowable gross floor area for the Property shall be **5,982 square meters at FAR 0.9**. The Property shall have a minimum Open Space requirement of thirty-percent (30%) of the total area of the Property. The thirty-percent (30%) open space requirement shall include internal roads, walkways/pathways, open parking and parks.

**b. Maximum Number of Storeys**

The development to be introduced on the Property shall not exceed **three (3) storeys**. At any rate, the structure must not be higher than the tallest pine tree in the area. Building height shall conform to the restrictions set by the Civil Aviation Authority of the Philippines and the National Building Code.

**c. Completion of the Development of the Property**

The LESSEE is required to complete the development of the Leased Property and commence commercial operations within a period of **two (2) years** from the signing of the Contract.

**d. Parking**

The provisions for the parking must conform to the requirements set forth in the National Building Code of the Philippines, and of the development policy and guidelines prescribed in the Camp John Hay CIMDP and DSG.

**e. Cutting of Trees**

The required permits from the Department of Environment and Natural Resources (DENR) shall be secured by the LESSEE, with the assistance from the JHMC. Moreover, the cutting and earth-balling of trees within the Property shall be the responsibility of the LESSEE and all costs related thereto, including the costs for securing the permits, shall be for the account of the LESSEE.

**f. Green Development Principles**

In the development of the Leased Property, the LESSEE must consider sustainable design features with overall objectives of reducing greenhouse gas emissions, water and power use and waste generation. The sustainable design features may include the following:

- i. maximized natural light access
- ii. maximized natural ventilation opportunities
- iii. thermally efficient building design and shell
- iv. passive solar building design
- v. inclusion of green roofs/walls
- vi. water sensitive urban design
- vii. low water demand plant species in landscape design
- viii. no water and chemical-intensive uses (e.g. swimming pools)

The LESSEE should explore opportunities for sustainability excellence and cultural and environmental preservation by following best practice environmental benchmarks for building and development.

**g. Design and Visual Impact**

The development of the Property should enhance the physical fabric of its vicinity. Building and landscape designs should be compatible with the prominent character and architectural style of Camp John Hay. To ensure that the buildings and structures to be erected shall not have a negative impact on the visual amenity and view corridors of the Property, the design and landscape of the Property should be coordinated and approved by BCDA.

The assessment shall consider the following: (1) suitability of the building with the landscape's natural contour; (2) sustainability of the building's colors, forms, textures, and materials; (3) visibility of natural/landscape resources from interior and exterior observation points.

**h. Government Development Plans**

The Camp John Hay CIMDP and the DSG shall serve as the LESSEE's guide in the development of the Property. BCDA shall provide the LESSEE with copies of the Camp John Hay CIMDP and DSG immediately after signing of the Contract.

**i. Connection to Water Utilities**

The connection of the Property to water supply and wastewater disposal services shall be made exclusively through the facilities and infrastructure provided by JHMC and/or BCDA, as applicable. The LESSEE shall not establish or connect to any alternative or independent water utility system without the prior written consent of JHMC/BCDA.

**j. Natural Resources and Artifacts of Historical and Economic Significance**

In the event that any natural resources, including but not limited to, water sources, mineral deposits, artifacts, or materials or historical or economic significance, are discovered within the leased property during the term of the lease, full ownership and rights to such resources shall belong exclusively to BCDA. The LESSEE shall immediately notify BCDA in writing upon discovery of such resources and shall take all



necessary steps to preserve the integrity of the discovery until further instructions are provided by BCDA. No exploration, extraction, or exploitation of such resources may be conducted by the LESSEE or any third party without the express written consent of BCDA.

#### **Section 4. Term and Renewal of Lease**

Subject to the provisions of Article I, Section 6 and Article XIX, Section 20 hereof, this Contract is valid for a period of twenty-five (25) years from the date of contract signing (Lease Term).

The Parties, upon their mutual written consent, may opt to renew this Contract for another 25 years, provided that the LESSEE shall submit a Letter of Intent to BCDA at least two (2) years prior to the expiration of the Lease Term. The Parties agree that in renewing the Contract, the extended Lease Term shall be subject to a new lease rental/rate which will be the higher of the lease rate prevailing on the 26th year from the signing of the Contract and the fair rental value of the land based on a third-party appraisal to be conducted on the 25th year of the Lease Term, to be engaged by BCDA pursuant to the prevailing Government Procurement Law and its Implementing Rules and Regulations.

For purposes of lease renewal, no negotiations shall take place between the Parties earlier than two (2) years prior to the initial expiration of this Contract.

#### **Section 5. Lease Rental/Rate**

In consideration for the use of the Leased Property, the starting lease rate shall be at [Pesos: \_\_\_\_\_ (Php \_\_\_\_\_) per square meter per annum, inclusive of value-added tax. The LESSEE shall pay the lease rental on an annual basis beginning Year 3 of the Lease Term or the amount of Pesos: \_\_\_\_\_ & \_\_\_\_/100 (Php \_\_\_\_\_) inclusive of value-added tax (VAT) and subject to creditable withholding tax (CWT), and subject to Section 6, 7 and 8 (escalation rate) under Article I of this Contract. All other taxes, including Real Property Tax and Documentary Stamp Tax assessed during the validity of this Contract, if any, shall be for the account of the LESSEE. The LESSEE commits to pay the lease rental to BCDA, without need of any demand, in accordance with the attached Schedule of Payments<sup>6</sup>.

All payments for the lease rental shall be in the form of manager's check or cashier's check.

#### **Section 6. Advance Lease**

Upon the signing of the Contract, the LESSEE shall pay to BCDA an advance lease in the total amount of **Pesos:** \_\_\_\_\_ & \_\_\_\_/100 (Php \_\_\_\_\_), inclusive of VAT, and subject to creditable withholding tax, applicable to the lease rentals for the 24th and 25th years of this Contract.

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<sup>6</sup> Annex F – Schedule of Lease Payments

The Parties agreed that failure by the LESSEE to pay the advance lease rentals shall not render this Contract binding and effective. In such a case, the LESSEE shall not be allowed to occupy and possess any portion of the Leased Property; or start the development on any portion of the Leased Property; and the LESSEE has no authority to commence any related activity on the Leased Property.

#### **Section 7. Rent-Free and Development Period**

The LESSEE shall be entitled to occupy and use the Leased Property for the first two (2) years from Effective Date, free of rent (Rent-Free Period); Provided that, the LESSEE must start and complete its development on the Leased Property and establish its operations therein during the rent-free period; Provided further that, the LESSEE shall pay the cost of utilities to the service providers during the rent-free period; and provided finally that, any expenses it incurred for its operations during the rent-free period shall be for its own account.

During the rent-free period, the LESSEE is still bound by the terms and conditions of this Contract. Further, any delay in the development of the Leased Property during the rent-free period shall not in any way release the LESSEE from its obligation to pay the annual lease and other obligations due and stipulated in this Contract.

#### **Section 8. Escalation Rate**

The annual lease rental/rate for the Leased Property shall be subject to a **three percent (3%)** annual escalation beginning on the third (3rd) year from the signing of the Contract of Lease, as per the attached Schedule of Lease Payments.

#### **Section 9. Option for Prepayment**

The LESSEE may opt to prepay the lease rental, in whole or in part, at any time during the Lease Period at the rate equivalent to the lease rental due to BCDA on the year when such prepayment will be effected multiplied by the number of years agreed upon by BCDA and the LESSEE. The exercise of such right shall be communicated in writing to BCDA.

#### **Section 10. BCDA's Share on the Gross Revenues**

In addition to the Annual Lease Payment, BCDA shall be entitled to **five percent (5%)** share in gross rental revenues (Variable Lease Payment). The Variable Lease Payment shall be remitted to BCDA quarterly, with each payment due within fifteen (15) calendar days from the end of each quarter. For this purpose, the LESSEE shall furnish and provide access to all relevant documents and information reasonably necessary to verify compliance with the remittance of the share in the gross revenues, including but not limited to Contracts, quarterly reports, financial statements, bank statements, official receipts, invoices, and a certification on the completeness, accuracy, and authenticity of the generated and submitted reports and documents. The LESSEE shall submit quarterly reports to BCDA within fifteen (15) days from the end of each quarter, without the necessity of a demand.



## **Section 11. Common Usage Service Area Fee**

The LESSEE shall pay JHMC a CUSA Fee for the Leased Property at the rate of PhP36.00 per square meter per month (for raw land) and PhP89.60 per square meter per month based on the building's footprint, which are actually built with Certificate/Notice of Occupancy, regardless whether or not such building footprint is operational, both rates are inclusive of 12% value added tax. The CUSA Fee will cover the expenses for the road maintenance and maintenance of other common areas, external security and fire protection, solid waste collection and disposal requirements of the Leased Property. However, it excludes fees and charges for utilities, such as water, power and telecommunications and/or fire insurance for the structure, which shall be paid by the LESSEE directly to the utility service and insurance provider.

The CUSA Fee shall be subject to an escalation of five percent (5%) every two (2) years from the signing of this Contract, taking into consideration the adjustments in service fees and inflation costs related to the provision of services covered under the CUSA Fee.

The LESSEE shall pay the CUSA Fee to JHMC beginning on the issuance of the Certificate/Notice of Occupancy or the start of commercial operations, whichever comes first. Any delay in payment shall be subject to penalty as herein provided.

Should there be any adjustments on the CUSA Fees, except for the escalation rate, the same shall be communicated by JHMC to all locators in the JHSEZ through the issuance of a formal written notice addressed to each locator. The CUSA rate may be adjusted depending on the services that will be provided by the Estate Manager of JHSEZ.

## **Section 12. Late Payments**

The LESSEE shall pay interest on late payment equivalent to six percent (6%) per annum of the amount due for the lease and three percent (3%) of the amount due per month of delay for the CUSA Fees, computed from due date until the date of full payment thereof. Without prejudice to BCDA's right to collect interest above, failure of the LESSEE to pay the rentals on time for at least one quarter shall be sufficient grounds for BCDA to terminate the Contract of Lease.

## **ARTICLE II CONDUCT OF CONSTRUCTION**

### **Section 1. Building Standards**

All construction works in the Leased Property shall subscribe to the minimum building standards of the National Building Code of the Philippines and other pertinent laws, the Development Plan submitted by the LESSEE, and the requirements set by the LESSOR.

## **Section 2. Easements within the Property**

The Leased Property, shall be subject to thirty-percent (30%) open space requirements, inclusive of setbacks and easements, pursuant to the National Building Code of the Philippines, the DSG of JHSEZ and other pertinent laws.

Should the LESSEE fail to remedy any material easement requirement within a reasonable period following notice thereof from BCDA/JHMC, the BCDA/JHMC, acting reasonably may, without the necessity of a court order, remove and/or demolish or cause the removal or demolition of any structure built or constructed in violation of the specific easements or any other restrictions specified herein at the expense of the LESSEE. The LESSEE shall reimburse the BCDA/JHMC for the cost of such removal/demolition within five (5) calendar days upon receipt of proof of the BCDA/JHMC incurring such cost. The LESSEE hereby voluntarily submits and agrees that the BCDA/JHMC shall not incur any civil or criminal liability for the said action.

## **Section 3. Damage to Infrastructure**

The LESSEE shall immediately undertake the repair of any material damages caused by the entry and/or exit of any of its equipment and personnel to existing infrastructure in the Property, including but not limited to roads, curbs, gutters and other public utility facilities.

Should the LESSEE fail or refuse to undertake the repairs required despite demand, BCDA/JHMC may perform the same for the exclusive account of the LESSEE. The LESSEE may use or apply a portion of the Security Deposit being maintained by the LESSEE during the duration of the Lease Term to pay for the cost of repairs of the damaged infrastructure. If the BCDA/JHMC uses or applies a portion of the Security Deposit, the LESSEE shall deposit monies with BCDA sufficient to restore said Security Deposit to the full amount required by this lease within ten (10) calendar days after written request therefor and receipt of proof that the BCDA/JHMC has incurred such cost. For this purpose, the LESSEE shall grant the BCDA/JHMC unimpeded access to the Leased Property and utility systems within the Leased Property. The LESSEE shall hold BCDA/JHMC free and harmless from any disruption or losses that its operations may suffer occasioned by such repairs.

The LESSEE and its contractors are required to adopt measures that will ensure the cleanliness, sanitation and safety of the area as mandated by applicable and relevant laws, rules and regulations.

## **ARTICLE III RIGHTS AND RESPONSIBILITIES OF THE PARTIES**

### **Section 1. BCDA shall have the following rights and responsibilities:**

- 1.1 Grant the LESSEE the exclusive right to lease and develop the Leased Property, including the perpetual access to utilities, subject to the restrictions and terms and conditions specified herein;



- 1.2 Upon the signing of the Contract, deliver to the LESSEE the Leased Property on an *"as-is, where-is"* basis.
- 1.3 Assist the LESSEE in its application for Tree-Cutting, Earth-Balling and Pruning Permits, as may be necessary, for trees located within the subject Property;
- 1.4 Ensure the LESSEE's peaceful and continuous occupation and enjoyment of the Leased Property during the entire duration and/or effectivity of this contract.
- 1.5 Shall have the option to terminate the Contract of Lease in the event that the LESSEE fails to complete the development and establish commercial operations within two (2) years from contract signing, or fulfill its financial obligations

**Section 2. The LESSEE shall have the following rights and responsibilities:**

- 2.1 Strictly comply with the terms and conditions of this Contract and shall maintain all warranties and representations in good standing for the duration of the Lease Term;
- 2.2 Fulfill all its financial obligations to the BCDA and/or JHMC as specified in this Contract;
- 2.3 Undertake planning, construction, financing, development, and operation and maintenance of the Leased Property upon signing of the Contract;
- 2.4. Submit to BCDA, for approval, its Development Plan for the Leased Property within six (6) months from the signing of this Contract which shall take into consideration the LESSEE's Minimum Investment Commitment for the Mile-Hi Property. The BCDA-approved Development Plan, CIMDP and DSG of JHSEZ shall be made integral parts of this Contract. In case of conflict between the CIMDP and the DSG of JHSEZ, the CIMDP shall prevail.

The Development Plan shall, at the minimum, contain the following information:

- a. proposed development and corresponding GFA;
  - b. conceptual design, features and amenities;
  - c. the timetable, including major development milestones;
  - d. schedule of capital investments/disbursement plan; and
  - e. estimated total development cost
- 2.5 Commit to invest no less than Pesos: **TWO HUNDRED FIVE MILLION (PhP205,000,000.00) ("MINIMUM INVESTMENT COMMITMENT")** in the renovation, restoration and redevelopment of the Mile-Hi Property;

- 2.6 Strictly comply with the allowable land use/s and the restrictions pertaining to the development for the Leased Property as set forth herein, specifically under Article I, Sections 2 and 3;
- 2.7 Commence the development on the Leased Property within six (6) months from the approval of the Development Plan and complete the development of the Leased Property in accordance with the prescribed Development Plan;
- 2.8 Submit to BCDA a continuing Security Deposit in any of the prescribed forms as provided under Article XV, Section 1 of this Contract, which shall be automatically renewed annually until the end of the lease term;
- 2.9 Submit to BCDA a Performance Security in the form of a bank guarantee / an escrow account within thirty (30) calendar days from the BCDA Board's approval of the Development Plan with an amount equivalent to at least sixty percent (60%) of the Project Cost or the minimum amount of Pesos: **One Hundred Twenty-three Million (Php123,000,000.00)** to guarantee availability of funds for the construction and development of the Mile-Hi Property;
- 2.10 Not later than three (3) months after the completion of the construction, obtain, at its own cost, an all-risk insurance policy with the Government Service Insurance System (GSIS) or any reputable insurance company duly accredited by the Insurance Commission for all the constructions and improvements introduced during the term of the lease against all risks of loss or damage to the leased premises in an amount equivalent to its replacement value, with BCDA as the co-beneficiary, and submit to BCDA the original insurance policy and the corresponding Official Receipt within five (5) calendar days from the issuance of said insurance policy;
- 2.11 Should the LESSEE fail to perform its responsibilities stipulated Section 2.10 (as it refers to All-Risk Insurance) hereof, it shall be liable to pay the BCDA/JHMC the amount of **Fifty Thousand Pesos (Php50,000.00)** for every day of delay in the submission of the original insurance policy;
- 2.12 Pay, at its sole account, all applicable taxes, license fees, and other charges due on this Contract and/or the lease transaction, including but not limited to the payment for notarization thereof and of the Documentary Stamp Tax on due date, and those that may be imposed by law during the entire lease term. If payment for taxes is required by law to be withheld from the lease payments to the BCDA/JHMC, the LESSEE shall submit to the BCDA/JHMC a certification of the taxes withheld at the time of payment, otherwise any such taxes withheld shall not be considered as authorized deductions. Should BCDA/JHMC be required or constrained to pay taxes and charges as provided herein arising from the failure of the LESSEE to pay them on due date, the LESSEE shall pay BCDA/JHMC the amount of taxes and/or charges paid including interest and penalty surcharges, if any, within thirty (30)



calendar days from BCDA/JHMC's payment plus interest of twelve percent (12%). Should the LESSEE refuse to pay or reimburse BCDA/JHMC despite demand, BCDA/JHMC may terminate this Contract without need of judicial determination;

- 2.13 Undertake the clearing, cutting, pruning or balling of trees within the Leased Property and assist JHMC in securing the corresponding Tree-Cutting, Pruning, or Earth-Balling Permit from the DENR, as necessary. All costs appurtenant to the clearing, cutting, pruning or balling of trees within the Leased Property, including the expenses for securing the Tree-Cutting, Pruning or Earth-Balling Permit from the DENR shall be for the account of the LESSEE;
- 2.14 Undertake the removal of Asbestos from the existing structures following DENR Administrative Order No. 2000-02 otherwise known as the Chemical Control Order for Asbestos, and DENR Administrative Order No. 2013-22 or the Revised Procedures and Standards for Hazardous Waste Management and its subsequent revisions, should there be any;
- 2.15 Secure the necessary environmental permits, such as, but not limited to, Environmental Compliance Certificate (ECC) for the Project from the DENR Environmental Management Bureau (EMB) and other related agencies;
- 2.16 In the event that development permits from other national government agencies are required, BCDA and/or JHMC shall endorse and/or provide assistance to the LESSEE in securing such permits from the concerned agencies;
- 2.17 Undertake, at its own cost, on-site development, and provide utilities, access roads to, and internal road networks within the Leased Property;
- 2.16 Throughout the duration of the lease, keep and maintain the Leased Property, at its own expense, in clean and sanitary conditions, free from offensive odor, disturbing noises or other nuisances, and dispose all the waste only through the means and places provided by the BCDA and/or JHMC;
- 2.17 Comply with pertinent environmental laws, rules and regulations in force during contract implementation;
- 2.18 Upon the expiration or termination of the lease term, turn-over and transfer to the LESSOR the ownership of the permanent structure/s, facilities and other improvements introduced by the LESSEE on the Leased Property; and
- 2.19 Pay the CUSA Fees corresponding to the Leased Property to be assessed by JHMC in accordance with Article I, Section 11 of this Contract.

**ARTICLE IV  
WARRANTIES AND REPRESENTATIONS**

**Section 1. BCDA hereby warrants and represents the following:**

- 1.1 BCDA is a government instrumentality vested with corporate powers duly created under Republic Act No. 7227, as amended, and is the bona fide owner of the Leased Property, which is free from all liens and encumbrances;
- 1.2 JHMC is the operating and implementing arm of BCDA to manage the Camp John Hay;
- 1.3 BCDA is authorized by its Boards of Directors to enter into this Contract;
- 1.4 BCDA shall deliver physical possession of the Leased Property, on an "*as-is, where-is*" basis upon the execution of the Contract;
- 1.5 BCDA shall ensure the LESSEE's sole and exclusive right to use the Leased Property, its peaceful and continuous occupation and enjoyment for the duration of the Lease Term; Provided that, this right is exercised in accordance with the terms and conditions of this Contract and applicable laws and regulations;

**Section 2. The LESSEE hereby warrants and represents the following:**

- 2.1 It has been duly authorized to enter into this Contract of Lease with BCDA and perform all obligations set forth herein, and that the undersigned representative of the LESSEE is fully empowered to sign and execute this Contract;
- 2.2 It shall strictly comply with the restrictions and terms and conditions specified herein for the development of the Leased Property;
- 2.3 It has conducted due diligence on the Leased Property, and knowingly undertakes the lease and development of the Leased Property, with the knowledge of existing circumstances on the same and accepts it on an *as-is, where-is* basis;
- 2.4 Unless consented to in writing by the BCDA, the Leased Property shall be used solely and exclusively for the purpose/s for which it was leased out to in accordance with the terms and conditions as provided under this Contract;
- 2.5 It shall indemnify and hold free and harmless BCDA and JHMC, their directors, officers, employees, agents and representatives from and against any claim or liability in connection with the use of the Leased Property, including the injury or death of third persons, or damage to Property; and



- 2.6 It shall be accountable for and shall indemnify BCDA and JHMC for any liability, damage or cost it may incur due to the LESSEE's failure or refusal to vacate the Leased Property, upon the expiration or termination of the Contract, whichever comes first.

## **ARTICLE V RETURN OF THE LEASED PROPERTY**

Upon the expiration, termination, rescission, or cancellation of this Contract for whatever reason, whichever comes first, the LESSEE, its sublessees, and any person claiming rights over the Leased Property by any contract or arrangement with the LESSEE, if any, notwithstanding that they are participants in any proceeding, litigation, and arbitration involving the Leased Property, this Contract, or any matter in connection therewith, shall turn over to the BCDA the Leased Property, together with any structure, civil works, and permanent improvements found thereon, free from any lien or encumbrance, in good and tenantable condition, except for normal wear and tear.

The LESSEE shall, however, have the right to remove any fixtures it has installed within the Leased Property; Provided that, such removal is carried out in a manner that does not cause any damage to the Leased Property.

## **ARTICLE VI PRE-TERMINATION**

This Contract may be pre-terminated at any time by mutual written agreement of the Parties.

The LESSEE may likewise pre-terminate this Contract by serving upon BCDA a written Notice of Intent to Terminate, at least thirty (30) calendar days prior to the intended date of termination, on any of the grounds provided under Article VII, Section 2 of this Contract. In such a case, all unpaid rentals shall be paid and any rental payments made for the current year shall be forfeited in favor of BCDA. The LESSEE shall, within a period of thirty (30) calendar days from pre-termination date, immediately return and surrender the Leased Property to BCDA.

BCDA may pre-terminate this Contract upon written notice to the LESSEE in case the LESSEE, whether willfully or by reason of gross negligence, commits any breach of the following provisions:

- a. Article I Sections 2 and 3;
- b. Article III Section 2.1; and
- c. Article IV Section 2.2

In the event the pre-termination is caused by BCDA without fault on the part of the LESSEE, the BCDA shall refund to the LESSEE, within thirty (30) calendar days from the effective date of termination, the pro-rated portion of lease rentals paid in advance corresponding to the unexpired portion of the lease term following such termination.

## **ARTICLE VII EVENTS OF DEFAULT**

**Section 1.** The occurrence of any of the following events shall constitute an Event of Default by the LESSEE:

- 1.1 Delay or failure to pay any annual rental, as provided in Article I, Section 12 herein, or any penalty interest thereof after lapse of the Curing Period under Article VIII, Section 2.1(b) and 2.1(c) of this Contract;
- 1.2 Failure to comply with all its financial commitments under this Contract, including delays and/or non-payment of CUSA based on JHMC billing;
- 1.3 Failure to comply with any of its covenants, warranties and undertakings under this Contract;
- 1.4 Devotes the whole or a portion or portions of the Leased Property, to any use/s or purpose/s different from that for which it has been leased without BCDA's prior written consent or approval, which shall result in the immediate termination of this Contract without need of judicial determination. The BCDA's consent, however, shall not be unreasonably withheld; and
- 1.5 Failure to perform its responsibilities specified in Article III, Sections 2.3 (Planning, Development and Operation of the Leased Property), 2.4 (Submission of a Development Plan) and 2.6 (Compliance with the Allowable Land Use).

**Section 2.** The occurrence of any of the following events shall constitute an Event of Default by BCDA:

- 2.1 Failure to comply with any of its covenants, warranties and undertakings under this Contract; and
- 2.2 Failure to comply with any of its obligations under this Contract.

## **ARTICLE VIII CONSEQUENCES OF EVENTS OF DEFAULT**

**Section 1.** Upon the occurrence of any Event of Default, the lease may be terminated in the manner provided herein.



## **Section 2. Procedure for Termination due to an Event of Default**

### **2.1 If the Event of Default by the LESSEE occurs:**

- a. BCDA shall provide a written notice of default specifying in reasonable detail the event of default to the LESSEE within thirty (30) calendar days from occurrence of the event of default.
- b. The LESSEE shall have thirty (30) calendar days from its receipt of the written notice within which to cure such an event of default (the "Curing Period").
- c. If the event of default is not cured within the thirty (30)-day curing period, BCDA may terminate this Contract without need of judicial action by delivering a Termination Notice to the LESSEE effective on the date specified by BCDA in the Termination Notice, which shall not be less than thirty (30) calendar days from the date the LESSEE received the Notice of the Event of Default.

### **2.2 If the Event of Default by the LESSOR occurs:**

- a. The LESSEE shall provide the BCDA a written notice of default specifying in reasonable detail the event of default within thirty (30) calendar days from occurrence of the event of default.
- b. The BCDA shall have thirty (30) calendar days from its receipt of the Notice of the Event of Default within which to cure such default.
- c. If the Event of Default by BCDA is not cured within the thirty (30)-day curing period, the LESSEE may terminate this Contract without need of judicial action by delivering a Termination Notice to BCDA, which termination shall be effective as of the date specified by the LESSEE in the Termination Notice, which shall be not less than thirty (30) calendar days from the date BCDA/JHMC receive the Notice of the Event of Default.

## **Section 3. Rights and Remedies Available to the Parties in case of Termination due to an Event of Default**

### **3.1 On the Part of BCDA:**

- a. BCDA shall have the right to take-over the Leased Property and all improvements, facilities and utilities thereon, and dispose the Leased Property in accordance with its existing policy guidelines and/or relevant laws, rules and regulations;

- b. BCDA shall be entitled to a payment of liquidated damages in the amount equivalent to three percent (3%) of the annual lease for every day of delay should the LESSEE fail or refuse to vacate and turnover the full possession of the entire, including all improvements, facilities and utilities thereon;
- c. BCDA shall be entitled to draw on the Security Deposit to the extent of any liabilities owing to the LESSOR as a result of the breach.
- d. Any and all payments that have been remitted so far by the LESSEE to BCDA/JHMC in relation to the lease of the Property shall automatically be forfeited in favor of BCDA.

**3.2 On the Part of the LESSEE:**

- a. BCDA shall immediately return to the LESSEE the available balance of Security Deposit; and
- b. The LESSEE shall be entitled to payment of liquidated damages equivalent to three percent (3%) of the annual lease for every day of delay in the return of the available balance of Security Deposit.

This shall not however preclude the Parties from amicably settling their dispute or from exercising their other legal rights and remedies provided for in this Contract and under the pertinent laws.

**ARTICLE IX  
TAKE-OVER OF THE LEASED PROPERTY**

**Section 1.** The LESSEE hereby authorizes BCDA to enter the Leased Property, and take-over all of its improvements, facilities and utilities, as its agent or attorney-in-fact, without the need of any judicial action, in the following instances:

- a. The Leased Property, is totally abandoned, deserted or vacated within the period under Section 3 hereof;
- b. Upon the termination of the lease due to causes specified herein; and
- c. Delay or failure to pay annual lease in full, CUSA, or penalty interest and other charges due by the LESSEE, subject to the Curing Period as provided under Article VIII, Section 2.1 (b) and 2.1 (c) of this Contract.

**Section 2.** The BCDA shall likewise have the option to dispose the same to other parties as the agent of the LESSEE, in case of non-payment of the annual lease; to receive the payments thereof, and to apply the same to the emoluments due under the Contract, holding the LESSEE liable for any deficiency, without prejudice to any right of action against the LESSEE.



**Section 3.** For purposes of this Article, Abandonment shall refer to cases where the LESSEE, its assignee/s or successors-in-interest, during the effectivity of the lease, voluntarily and intentionally relinquishes all its rights to lease, occupy, and use the Leased Property pursuant to this Contract without prior due notification to BCDA/JHMC for a period of three (3) consecutive months.

**Section 4.** This shall not, however, preclude the BCDA from exercising its rights/remedies set out anywhere else in the Contract, and under the pertinent laws.

#### **ARTICLE X SUBLEASE**

Except for facilities and improvements which by their very nature are intended to be sublet such as offices, commercial/retail spaces, accommodations, and other analogous or related uses, the LESSEE shall not sublease the Leased Property and its improvements without the prior written consent of the LESSOR; provided that, in case of sublease, the provisions of this Agreement shall be incorporated by reference in, and made an integral part of, the proposed sublease agreement; and provided finally that the purpose of the sublease will be consistent with the parameters and guidelines set by the CIMDP for Camp John Hay and the Board-approved Development Plan for the Leased Property.

#### **ARTICLE XI TRANSFER OR ASSIGNMENT**

The LESSEE shall not assign, transfer, or otherwise dispose of its rights and interest under this Contract without securing the prior written consent of the LESSOR; and provided further that any assignment, transfer, or disposition shall not go beyond the terms of this Contract.

In case of transfer or assignment, a fee amounting to **Five Hundred Thousand Pesos (Php500,000.00)** shall be charged to the LESSEE. Prior to approval of the transfer or assignment by BCDA, the LESSEE must disclose to BCDA the name of the transferee or assignee as well as the detailed terms of the transfer or assignment. The LESSEE and the Transferee or Assignee shall likewise submit to BCDA their written agreement to the effect: (i) that the Transferee or Assignee is aware of and shall abide by all the terms and conditions of this Contract; (ii) that the term of the assignment shall not exceed the term of this Contract of Lease; (iii) that the Transferee or Assignee shall immediately vacate the Leased Property in case of termination, expiration, or rescission or cancellation of this Contract, whichever comes first; and (iv) that the LESSEE shall be jointly and severally liable with the Transferee or Assignee for the payment and performance of all the obligations of the LESSEE pursuant to this Contract.

Any violation of this provision constitutes material breach and entitles BCDA to terminate this Contract, without need of judicial action and without prejudice to other available remedies.

## **ARTICLE XII INSPECTION OF PREMISES**

BCDA and JHMC, in the exercise of its rights as owner and as estate manager of Camp John Hay respectively, reserves the right to enter and inspect the Leased Property at reasonable times and with prior notice and approval by the LESSEE which approval shall not be unreasonably withheld by the LESSEE.

The conduct of regular inspection shall be for the purpose of ensuring that the property is maintained in good and tenable condition and that the LESSEE complies with its obligations under the Contract.

## **ARTICLE XIII COMPLIANCE WITH HEALTH AND SANITATION STANDARDS**

The LESSEE shall ensure a safe, clean and healthful environment within the Leased Property. The LESSEE must at all times comply with all health and sanitary standards and protocols prescribed by local and national government authorities, especially during the outbreak of a disease, or when there is epidemic or pandemic.

The LESSEE shall maintain, at its own expense, all areas of the Leased Property in clean and sanitary condition, free from debris, garbage and physical hazards. The LESSEE shall perform routine cleaning throughout the Leased Property on a regular basis.

## **ARTICLE XIV ENVIRONMENTAL COMPLIANCE**

The LESSEE shall ensure that all processes and operations in the Leased Property, comply with existing environmental standards set forth under applicable laws, rules and regulations, including specific environmental rules and regulations being implemented by the appropriate authority. The BCDA and JHMC shall have the right to inspect the Leased Property, to ascertain environmental compliance.

## **ARTICLE XV SECURITIES**

### **Section 1. Security Deposit**

In addition to the Advance Lease under Section 6, Article I of this Contract, the LESSEE shall pay BCDA, upon contract signing, a Security Deposit equivalent to one (1) year lease of the Property with an amount of Pesos: \_\_\_\_\_ & \_\_\_\_/100 (PhP \_\_\_\_\_), updated annually to be equivalent to the Fixed lease Payment due for the respective year, and shall be maintained at all times for the duration of the lease, subject



to replenishment, if necessary, to answer for any damage to the Leased Property, or common utility facilities (i.e. water pipes, power lines, etc.) being used by the LESSEE; unpaid lease rentals; unpaid utilities; or any accountabilities of the LESSEE. The Security Deposit shall be in cash, or cashier's check or manager's check.

After charging the appropriate amounts as provided above, the balance of the Security Deposit shall be returned to the LESSEE without interest after termination or expiration of this Contract, whichever comes first, subject to forfeiture provision thereof under this Contract, if applicable.

This Contract shall not be deemed effective despite the execution of the Parties in case of failure of the LESSEE to provide the Security Deposit as provided herein. In such a case, the LESSEE shall not be allowed occupation or possession of any portion of the Leased Property or start development on any portion of the Leased Property, and the LESSEE shall not be allowed to conduct any activity in relation to the Leased Property.

## ARTICLE XVI FORCE MAJEURE

### Section 1. Definition

For purposes of this Contract, the term *force majeure* shall mean any and all events which could not have been foreseen, were inevitable and beyond the control of either party or which are foreseen but could not have been avoided and which materially affect the ability of either party to comply with any of its obligations under this Contract. It may include but not limited to the following:

- a) Acts of war or the public enemy, whether war be declared or not;
- b) Public disorders, riots, insurrection, rebellion, sabotage or violent demonstrations;
- c) Strikes and other labor disputes;
- d) Fires, typhoons, earthquakes, volcanic eruptions or other destructive catastrophes or natural calamities;
- e) National emergencies;
- f) Subsequently promulgated laws, resolutions, decrees, executive orders and other governmental rules and regulations which effectively prevent the parties from fulfilling their respective obligations under this Contract;
- g) Failure of Relevant Consent;

- h) Any other event which under Philippine laws or court interpretations is defined as force majeure and/or fortuitous event; or
- i) Other circumstances beyond the control of the Parties or other analogous cases.

For this purpose, "Failure of Relevant Consent" means the denial of, or the refusal to renew, or an unreasonable delay in the granting or renewal of or the imposition of any onerous conditions on the grant or renewal of any Relevant Consent by any Government Authority (including, for this purpose, BCDA) provided in each case: (i) that the LESSEE has made due application therefor in accordance with Legal Requirements; (ii) that the refusal to grant or renew or delay in granting or renewing or the imposition of onerous conditions is not attributable to any breach of any Legal Requirement on the part of the LESSEE; and (iii) the refusal or delay to grant or renew any such Relevant Consent has persisted for thirty (30) calendar days or the period provided by applicable Legal Requirements from the date of the LESSEE's due application therefor and complete submission of all requirements therefor.

## Section 2. Applicability

Any Party shall be excused from the partial or total performance of any of its obligations under this Contract, and shall not be construed as in delay or in default in the performance of any obligation hereunder for as long as the failure to perform such obligation shall be due to an event constituting *force majeure*. A Party shall be excused from complying with its obligations under this Contract by reason of *force majeure*, provided such party serves notice to the other parties in writing within fifteen (15) calendar days from the occurrence of the *force majeure*, including therein sufficient information as to the cause and actions done to contain and/or mitigate the effect of *force majeure*. Failure to comply with the notice requirement shall bar such party from raising *force majeure*. With the exception of Article XVII Section 1.f, upon the cessation of the event constituting the *force majeure*, the parties shall resume the performance of its obligations which were suspended by the same event.

Either of the Parties may however opt to pre-terminate this Contract, upon written concurrence of the other party/ies, without incurring any penalty or consequence whatsoever, if the *force majeure* continues to exist for a period of at least six (6) months from the occurrence of the *force majeure* or the declaration by the national government or local authority, as the case may be, of such existence. The Party who shall cause the pre-termination of this Contract by reason of *force majeure* may serve to the other Party a written Notice of Intent to Pre-terminate.

Any unused portion of the advance rentals or securities given by the LESSEE shall be returned by the LESSOR to the LESSEE.

## Section 3. Non-Applicability

*Force Majeure* shall not excuse the failure of any Party to exercise due diligence or undertake reasonable measures to contain the effects of *force majeure*.



## ARTICLE XVII DISPUTE RESOLUTION

**“Dispute”** means any disagreement, dispute, controversy or claim arising out of or in connection with, or the breach, termination, invalidity or interpretation of this Contract and succeeding contracts, including amendments or supplemental thereto, if any, or agreements to be agreed by the Parties for the purpose of, or in connection with this Contract or giving effect thereto or to any of its provisions, if any, after the Signing Date.

All disputes, controversies or claims arising out of or relating to this Contract, including any question regarding the breach, validity, or termination thereof, must be resolved amicably by the Parties through negotiations between the authorized representatives of the Parties.

Failure by the Parties to settle amicably within thirty (30) days from written notice entitles the injured Party to bring action before the proper court sitting in Taguig City, to the exclusion of other courts.

## ARTICLE XVIII NOTICES

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request 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, telegram or facsimile to such party at the following addresses:

For BCDA:

**President and Chief Executive Officer**

BCDA Corporate Center, 2/F Bonifacio  
Technology Center, 31<sup>st</sup> Street corner 2<sup>nd</sup> Avenue  
Bonifacio Global City, Taguig City, Metro Manila

For the LESSEE:

**President and Chief Executive Officer**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For notice sent via registered mail, the date of actual receipt as indicated in the registry return card shall be considered as the date of receipt. Any change in the address of any of the Parties must be made in writing by giving the other Parties a written notice of such change.

**ARTICLE XIX  
MISCELLANEOUS PROVISIONS**

**Section 1. Rules of Interpretation**

Unless the context otherwise requires:

- (a) In case of ambiguities or discrepancies within this Contract, the following rules of interpretation shall apply:
  - (i) Between two or more Sections of this Contract, the provisions of a specific Section relevant to the issue under consideration shall prevail over those in other Sections;
  - (ii) Between the Sections of this Contract and the Schedules, the Section shall prevail;
  - (iii) Between any two Schedules, the Schedules relevant to the issue shall prevail;
  - (iv) Between the Sections of this Contract and its schedules and amendments, the stipulations in this Contract and its schedules and amendments, in this respective order, shall prevail;
  - (v) Between any value written in numerals and that in words, the latter shall prevail; and
  - (vi) In case the ambiguities or discrepancies are not resolved by the foregoing rules, it should be resolved to give effect to the further assurances and good faith of the Parties as contained in Section 17, Article XX of this Contract.
- (b) "Include", "includes", and "including" are deemed to be followed by "without limitation" or "but not limited to" whether or not actually followed by such words or words of like import.
- (c) References to any document or agreement shall be deemed to include references to such document or agreement as amended, supplemented, novated, varied or replaced from time to time.
- (d) References to any gender include all genders, and references to the singular include the plural, and vice versa.
- (e) References to Sections are references to the Sections of this Contract, unless expressly provided otherwise.



- (f) References to Schedules, which do not specify which document they are annexed to, are references to Schedules of this Contract.
- (g) Headings are for convenience only and shall not affect the interpretation or construction of any provision of this Contract.
- (h) Reference to a "day" refers to a calendar day, unless expressly provided otherwise, reference to a "month" refers to a calendar month, and a "year" as a period of time commencing on a particular date and ending on the day before the anniversary of such date.
- (i) Reference to a "person" shall be construed as a reference to any individual, firm, company, corporation, society, or trust, as well as his/her/its successors-in-interest and permitted assigns.
- (j) Where there is any conflict or inconsistency between the provisions of the body of this Contract and any Schedule thereto, the former shall prevail.
- (k) Where any party is required under this Contract to give a consent, approval or acceptance, make any determination or be satisfied or find a matter acceptable or satisfactory, then unless words "in its absolute discretion" or words of similar import appear in reference to the Relevant Consent, approval, acceptance, determination, or expression of satisfaction, the Relevant Consent, approval, acceptance, determination, or expression of satisfaction shall not be unreasonably withheld.
- (l) The following documents hereby comprise, and shall be read and construed as integral parts of this Contract, which, in case of any conflict or inconsistency with its terms, shall be interpreted using the following order of preference:
  - (a) This Contract, and
  - (b) Schedules, amendments/supplements and annexes to this Contract.

## **Section 2. Severability and Construction**

Each paragraph, part, term and/or provision of this Contract shall be considered severable, and if, for any reason, any paragraph, part, term and/or provision herein is determined to be invalid or contrary to, or in conflict with, any existing or future law or regulation, such shall not impair the operation of or affect the remaining portions, sections, parts, terms and/or provisions of this Contract, and the latter shall continue to be given full force and effect and bind the Parties hereto; and said invalid sections, parts, terms and/or provisions shall be deemed not part of this Contract; provided, however, that if the Parties determine that said finding of illegality adversely affect the basic consideration of this Contract, the Parties, may, at their option, reform or terminate the Contract.

### **Section 3. Amendments**

Any amendments, modification or supplement to the terms and conditions of this Contract shall be effective only if made in writing and mutually agreed upon by the parties. The Parties shall negotiate any item or issue which has not been provided in this Contract.

### **Section 4. Governing Law**

The Contract shall be governed by and interpreted under the laws of the Republic of the Philippines.

### **Section 5. Entire Agreement**

The Contract and its annexes/attachments contains the entire agreement between the Parties with respect to the Leased Property, and supersedes and renders void any and all agreements and undertakings, oral and/or written, previously entered between the parties covering the Property. This Contract may not hereafter be modified or altered except by instrument in writing duly signed by the parties hereto.

### **Section 6. Binding Effect**

This Contract shall be binding upon, and inure to the benefit of the Parties and their lawful successors and assigns.

### **Section 7. Authority**

Each of the Parties represents and warrants that it has full power and authority to enter into and perform its obligations under this Contract. All necessary actions, consents and approvals for the signing of this Contract have been taken and/or obtained. This Contract constitutes the legal, valid and binding obligations of each of the Parties which are enforceable in accordance with its terms.

### **Section 8. Counterparts**

This Contract may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute one agreement/contract.

### **Section 9. No Fiduciary Relationship**

Except as specifically otherwise provided in this Contract, this Contract does not create a fiduciary relationship between the Parties, nor does it constitute the LESSEE as an agent, legal representative, joint venture partner, employer or employee of the BCDA for any purpose whatsoever; and it is understood between the Parties hereto that the LESSEE shall in no way be authorized to make any contract, agreement, warranty or representation on behalf of BCDA to incur any debt, to create any obligation or to assume any obligation, express or implied, on behalf of BCDA.



#### **Section 10. Employer-Employee Relationship**

There is no employer-employee relationship between the Parties. All personnel and/or employees to be assigned by BCDA in the development, management and operation and maintenance of the Leased Property, are understood to be the employees of the LESSEE, and no employer-employee relationship is created between such assigned personnel and/or employees of the LESSEE and the BCDA for the lease and development of the Leased Property. A Party shall hold the other Party free and harmless against any and all claims made by the personnel and/or employees of the former against the latter on the basis that they are employees of the other Party.

In addition, the LESSEE shall indemnify and hold the BCDA free and harmless from any and all losses, claims, demands, payment, suits, action, recoveries and judgments of every nature brought by the LESSEE's creditors, subcontractors, government agencies, or any other claimants by reason of the non-payment of compensation or due to injury or death to the LESSEE's employees, by reason of any indebtedness or obligation contracted by the LESSEE in connection with the performance of its obligations under this Contract.

#### **Section 11. Indemnity**

The LESSEE shall hold the BCDA, its subsidiaries, affiliates, directors, officers, employees and agents, free and harmless from any claim or demand by third persons for any loss or damages arising out of the use of the Leased Property, by the LESSEE.

#### **Section 12. Non-waiver of Rights**

The failure of one party to insist upon the strict performance of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any right/remedy that the said party may have nor shall it be construed as a waiver of any subsequent breach of the same or other terms, conditions, or covenants. No waiver by one party of any of its rights under this Contract shall be deemed to have been made unless expressed in writing and signed by the party concerned.

#### **Section 13. Anti-bribery**

Neither the BCDA nor the LESSEE has made or will make any offer, promise to pay or authorization of the payment of any money, gift or any other inducement to any official, political party, employee of Government or any other person, in contravention with applicable laws in connection with the execution of this Contract and performance of its obligations thereunder. Violation of this provision shall be a ground for immediate termination of this Contract.

#### **Section 14. Environmental Compliance**

The LESSEE shall, by itself, ensure that its agents, representatives, employees, contractors, sub-contractors, and all its persons possessing or using, or coming into possession or use, of the Leased Property, use and maintain the Leased Property, if applicable in compliance with

existing and future national environmental, health and sanitation laws, rules and regulations, including the specific environmental, health and sanitation rules and regulations being implemented by the appropriate authority in the JHSEZ. The LESSEE shall further file the necessary application for Environmental Compliance Certificate (ECC), which should be issued in favor of both the LESSEE as developer, and the BCDA as the landowner. The LESSEE shall submit to the BCDA a copy of such ECC prior to commencement of construction works.

#### **Section 15. Headings**

The descriptive headings contained in this Contract are for convenience or reference only and shall not affect in any way the meaning or interpretation of this Contract.

All captions herein are intended solely for the convenience of the Parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

#### **Section 16. Confidentiality**

The Parties agree that any exchange of information or documents between the Parties in connection with this Contract and the Leased Property shall be treated with strict confidentiality and no such information or document shall be released to third parties without the prior written consent of the other party unless such information is required to be divulged or produced by law, court order, the rules of any regulated stock exchange, or other competent authority. Confidential Information may be disclosed to each Party's officers, employees, agents, shareholders, funders and subcontractors, provided such persons have agreed to maintain the confidentiality of this Contract on terms no less strict than the present clause.

Confidential Information means all business-related information, written or oral, whether or not is marked, that is disclosed or made available to the receiving Party, directly or indirectly, through any means of communication or observation, and shall include information that is not generally known outside the Parties or their subsidiaries or affiliates, information not otherwise available to the general public at the time of such disclosure, or information that under the circumstances surrounding disclosure, ought to be treated as confidential.

This confidentiality agreement shall survive the termination of the contract.

#### **Section 17. Further Assurances; Good Faith**

- (a) Each Party shall at its expense do any further act or thing that any other Party may reasonably request to carry out the intent and purposes of the transactions contemplated by this Contract.
- (b) Notwithstanding any other provision of this Contract, the Parties shall at all times act reasonably and in good faith in relation to each other, this Contract, the Project and all matters in connection therewith.



- (c) Without limiting the general requirement of reasonableness and good faith provided under this Section, a Party must respond within a reasonable time after any request for giving its consent, approval or acceptance for any matter, or making any determination or finding a matter acceptable or satisfactory. If a Party withholds its consent for any matter, it shall provide a written notice of the reasons for objections in reasonable detail.

#### **Section 18. Inspection and Access to Records.**

BCDA shall have the right, upon reasonable notice, to inspect, review, and evaluate the Performance of the LESSEE of all its obligations under this Contract. To this end, the LESSEE shall make available to BCDA, or its authorized representatives, all records, reports, and other documents pertinent to the performance of the LESSEE's obligations under this Contract.

Except as otherwise expressly provided in this Contract, the LESSEE shall, upon written request, submit copies of such records and documents to BCDA or its authorized representatives, to facilitate monitoring and verification of the LESSEE's compliance and performance of its obligations.

This right shall extend beyond the term of the Contract for a period of one year following its termination or expiration.

#### **Section 19. OGCC Review**

This Contract has been reviewed and approved by the Office of the Government Corporate Counsel (OGCC), through OGCC Contract Review No. \_\_\_\_, Series of \_\_\_\_, and all its comments, suggestions, and recommendations have been incorporated in this Contract prior to the execution by both Parties.

#### **Section 20. Effectivity**

This Contract shall take effect on the date of signing thereof, subject to the LESSEE's full payment to BCDA of the Advance Lease and/or provision/posting of the Security Deposit as provided for under this Contract.

SIGNED BY THE PARTIES on \_\_\_\_\_ in \_\_\_\_\_.

**BASES CONVERSION AND  
DEVELOPMENT AUTHORITY**

By:

**[LESSEE'S COMPANY NAME]**

By:

\_\_\_\_\_  
**JOSHUA M. BINGCANG**  
*President and Chief Executive Officer*

\_\_\_\_\_  
**[Name of Authorized Signatory]**  
*President and Chief Executive Officer*

Signed in the Presence of:

---

**GISELA Z. KALALO**  
*Executive Vice President, BCDA*

---

**[NAME OF LESSEE'S WITNESS]**  
*[Designation], [Company Name]*

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**MANJIT SINGH REANDI**  
*President and Chief Executive Officer, JHMC*



## ACKNOWLEDGMENT

Republic of the Philippines)  
Taguig City ) S.S.

BEFORE ME, a Notary Public for an in Taguig City, Metro Manila, personally appeared the following:

NAME	IDENTIFICATION DOCUMENT	DATE AND PLACE OF ISSUE
JOSHUA M. BINGCANG		
[LESSEE'S AUTHORIZED SIGNATORY]		

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

This Contract, consisting of thirty (30) pages including the page where the acknowledgment is stated, pertains to the Contract of Lease of 6,647 square meter parcel of land along Sheridan Drive in Camp John Hay, Baguio City by and between BCDA and [Company Name]. The Parties and their witnesses signed in the proper spaces and the left margin of every page.

SIGNED AND SEALED on \_\_\_\_\_ in \_\_\_\_\_.

Doc No. \_\_\_\_;  
Page No. \_\_\_\_;  
Book No. \_\_\_\_;  
Series of 2025.