

CONTRACT OF LEASE
CL-08-2020-04 dated August 26, 2020

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT OF LEASE is made and entered into by and between:

UYTINGKOC DEVELOPMENT CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Uy Ting Koc Bldg., 241 P. Burgos Street, Tacloban City, represented in this act by its Vice President, **MR. GO TIC CHING**, hereafter referred to as the "**LESSOR**";

-and-

PROFESSIONAL REGULATION COMMISSION, an agency of the national government duly created and existing under Republic Act No. 8981, with principal office address at P. Paredes St., Sampaloc, Manila, represented in this act by its OIC – Regional Director, **MR. NARCIVAL RANDIE Z. TAQUIQUI**, hereafter referred to as the "**LESSEE**".

WITNESSETH:

WHEREAS, the **LESSOR** is the owner of a certain property and building existing thereon, located at Uy Ting Koc Building, Senator Enage Street, Tacloban City.

WHEREAS, the **LESSOR** offers for lease a total usable area of **FIVE HUNDRED TWENTY SIX (526) square meters** of the second floor and **FIFTY FIVE (55) square meters** at the ground floor at no additional cost. The **LESSEE** accepts such offer under the following terms and conditions:

1. **TERM.** This **CONTRACT OF LEASE** shall be valid for one (1) year and shall commence from **SEPTEMBER 1, 2020** to **AUGUST 31, 2021**.
2. **RENTAL.** The fixed rental for the leased premises during the duration of the Contract shall be **EIGHTY EIGHT THOUSAND TWO HUNDRED PESOS (P88,200.00)** inclusive of VAT, less withholding tax to be paid by the **LESSEE**.
3. **PAYMENT SCHEDULE.** The lease shall be payable on or before the fifth (5th) day of the succeeding month following the actual occupancy by the **LESSEE**.
4. **PREMISES.** **LESSOR** agrees to turn over a portion of the second (2nd) floor of the building with a total area of **FIVE HUNDRED TWENTY SIX (526) square meters** including the corridor to the **LESSEE** in good and habitable condition. **LESSOR** likewise agrees to allow **LESSEE** to use and occupy the ground floor

with a total area of **FIFTY FIVE (55) square meters** for official use at no additional cost. A parking space shall likewise be provided by the **LESSOR** for the exclusive use of the **LESSEE**.

5. **PURPOSE.** The **LESSEE** shall solely and exclusively use the leased premises as Office Space and for no other purposes.
6. **EXCLUSIVITY.** The **LESSEE** shall exclusively occupy the leased premises solely for its official purpose and shall not allow third person/entity to occupy and/or use any portion thereof.
7. **TAXES AND INSURANCE.** Real Estate Taxes on the unit and all kinds of government taxes, fees and other assessment as well as fire insurance charge, shall be for the account of the **LESSOR**.
8. **REPAIR AND MAINTENANCE.** The **LESSEE** shall acknowledge receipt of the possession of the premises in habitable and good condition and shall undertake to keep the same at all time in a clean, orderly and sanitary condition at its expenses, free from noxious odors, disturbing noises or other nuisances, and upon expiration of the lease shall surrender and return the premises in good condition as they were actually found at the beginning of the lease, ordinary wear and tear expected.

All major or extraordinary repairs for the preservation and/or conservation of the leased premises but not limited to repairs contributed by exterior wall leaks, roof leaks and other foundation/structural defects shall be for the account of the **LESSOR**; the **LESSEE** shall be responsible for ordinary and minor repairs relating to/resulting from/necessitated by the daily use of the leased premises and wear and tear.

The **LESSOR** shall not be liable or responsible to the **LESSEE** or to a third person, among other things:

- a) For the presence of bugs, vermin, ants, termites and other insects in the leased premises;
- b) For the failure of water supply, telephone line and power supply;

With respect to interruptions of water supply due to a problem in the main line of the **LESSOR's** water system facilities, the **LESSOR** shall be given a period of at most SEVEN (7) days to fix the main line.

- c) For the checking and rewiring of electrical installation within the office premises of the **LESSEE**.

9. **UTILITIES.** All expenses for water, electricity, telephone, cable, gas, garbage disposal and other public utility services shall be for the account of the **LESSEE**. The **LESSOR** shall provide **LESSEE** separate meters for water and electricity.

The installation of additional plumbing, electric, telephone, and/or gas connections shall be for the account and expense of the **LESSEE**, after obtaining the prior written consent and approval of the plans and specifications by the **LESSOR**. Such installation should be made in such a way as to cause no injury or damage to the leased premises, provided however, that in the installation of additional electrical appliances such as water heater, air conditioners, office refrigerators, fans, etc., the **LESSEE** shall secure prior written consent or permission from the **LESSOR** of such additional electrical appliances for the latter's approval. In addition thereto, the **LESSEE** shall employ only the services of a licensed electrician of the **LESSOR** to determine additional load of current shall be within the capacity of the provided electrical load of the **LESSEE**, thereby minimizing fire hazards, and to comply with the requirements of the Philippine Electrical Code.

10. **IMPROVEMENTS AND ALTERATIONS.** Prior to the occupancy of the **LESSEE**, necessary improvements and installations to meet the minimum requirements of the **LESSEE** shall be undertaken by the **LESSOR**, the cost of which must already be integrated in the monthly rental fee. These includes but not limited to civil, electrical, sanitary and mechanical works.

The **LESSEE** shall not, during the existence of the Lease Contract, make any major structural changes, alterations, or improvements on or about the leased premises without written consent of the **LESSOR**. It is agreed that only movable improvements made or introduces by the **LESSEE** shall, upon termination of the Lease Contract, automatically inure to the benefit of the said premises, and become property of the **LESSOR** without any obligation on the latter's part to pay or refund its value or cost to the **LESSEE**. The **LESSOR** shall provide a separate passage for the ingress and egress of its clients and shall maintain a fire/emergency exit, fire fighting equipments and emergency lights within the leased premises.

11. **SANITATION.** The **LESSEE** shall keep the premises in clean and sanitary condition at all times. The **LESSOR** shall keep and maintain its adjoining premises to be in good order and condition throughout the lease period.

12. **FIRE HAZARD AND OBNOXIOUS SUBSTANCES.** EXCEPT as may be necessary for its use, the **LESSEE** shall not keep, deposit or store in the premises any obnoxious substances or any other inflammable substances that may constitute a fire hazard.

13. **LOSS OF THINGS DUE TO THEFT OR OTHER FACTORS, DESTRUCTION AND/OR INJURY OR DAMAGE TO PERSONS OR PROPERTY.** The **LESSEE** hereby assumes full responsibility for any damages which may be caused to the person or property of the **LESSEE** or third persons while remaining, either casually or on business, in any part of the leased premises of the **LESSEE** and further binds itself/himself/herself to hold the **LESSOR** free and harmless from any such claims, injury or damage unless such injury or damage is due to gross negligence of the **LESSOR**.

The **LESSOR** shall neither be liable nor responsible to the **LESSEE**:

- a) For any articles delivered or left to any of its employee;
- b) For any injury, loss or damage which the **LESSEE**, its agents or employees might sustain in the leased premises, or the approaches for immediate vicinity thereof unless such loss is due to gross negligence of the **LESSOR**;
- c) For any loss of things, appliances, office and business equipment, vehicles and other personal properties of the **LESSEE** within the leased premises occasioned or due to theft, robbery, arson or force majeure unless such loss is due to the gross negligence of the **LESSOR**;
- d) For any damage done or occasioned by, or arising from plumbing, water and/or other bursting, leaking or destruction of any cistern, tank, wash stand, water closet or waste pipe in , above, upon or about said leased premises, nor for any damages arising from acts of negligence of **LESSEE** or its/his/her agents, employee, representatives or any and all other persons, **UNLESS** the cause is due to problems in the main plumbing gas, water and other pipelines of the building which is clearly beyond the control of the **LESSEE**; or
- e) For any offense or crime committed or right, rule or regulation violated by the **LESSEE**, its agents, employees, customers, or any other person in the building premises, its approaches or immediate vicinity thereof.

14. **FIRE, EARTHQUAKE, AND OTHER NATURAL CALAMITIES.** In case of damage to the leased premises or its appurtenances by fire, earthquake, war or any other unforeseen cause, the **LESSEE** shall immediately give notice thereof to the **LESSOR**. **LESSEE** shall not be liable for any damages caused by fire unless the same is caused to its negligence. In such a case, the **LESSEE** shall immediately notify the **LESSOR** or the incident.

If the cause of the damage are other natural calamities other than fire and the building of the leased premises is found to be so nearly destroyed as to make it untenable without the fault or negligence of the **LESSEE**, either party may demand the recession of this contract. No repair, compensation or claim shall be allowed against the **LESSOR** by reason of inconvenience, annoyance or injury to business arising out of necessity or repairing any portion of the building whenever the necessity may arise.

15. **SALE, SUBLEASE, TRANSFER OF RIGHTS.** In the event of sale, transfer, mortgage or any other encumbrances of the leased premises by the **LESSOR**, this Contract of Lease shall be guaranteed and respected and made part of such or any transfer of interest.

The **LESSOR** covenants and agrees not to lease the other floors of the building to any entity engaged in the business of a review center or training center which pertains to any of the licensure examination given by the **LESSEE**.

The **LESSEE** shall not assign or transfer its rights under this Contract or sublease or sublet all any part of the leased premises to any person or entity without prior consent of the **LESSOR**.

16. **ABANDONMENT OF LEASED PREMISES.** Should the **LESSEE** discontinue or abandon the lease before the expiration of the guaranteed term agreed upon for whatever reason other than the premises being uninhabitable, the **LESSEE's** security deposit shall be forfeited in favor of the **LESSOR** by way of liquidated damages. In case the leased premises shall be deserted or vacated for a period of thirty (30) days without notice to the **LESSOR** before the expiration of this lease, the leased premises shall be deemed abandoned and the lease shall be deemed terminated and all rental for the unexpired portion of the lease shall be immediately due and demandable and subject to the right of the **LESSOR** against the **LESSEE** for any unpaid rentals, utilities or damages to the leased property.

17. **NECESSARY REPAIRS AND ACCESS TO PROPERTY.** The **LESSEE** shall be at all times allow the **LESSOR** or his agents to enter the leased premises to undertake the necessary repairs due to wear and tear of the leased premises. The **LESSOR** shall, however, ensure that on occasion of these necessary repairs, the least inconvenience to the **LESSEE** shall be observed and maintained or that the same must, if necessary, be done during weekends or during reasonable hours of the day in order not to hamper the public service that the **LESSEE** is engaged.

18. **WARRANTY.** **LESSOR** hereby agrees and warrants that it is the owner of the leased premises and shall maintain the **LESSEE** in peaceful and complete possession of the leased premises for the entire duration of this Contract of Lease.

19. **BREACH.** Should the **LESSEE** fail to pay the stipulated rent or in case of breach of any of the conditions of this lease by the **LESSEE**, the **LESSOR** shall give the **LESSEE** a period of two (2) months to pay the stipulated rent or to comply with any of the conditions of the Contract in case of its breach thereof.

20. **TERMINATION OF LEASE.** Upon termination of the lease, the same not being renewed expressly or impliedly, the **LESSEE** shall return and surrender to the **LESSOR** the leased premises in good condition taking into account reasonable wear and tear, without delay whatsoever, devoid of all occupants, furniture, articles and effects of any kind other than such alterations, additions or improvements which cannot be removed without causing injury or damage to the leased premises.

The **LESSOR** may terminate the lease agreement before its expiration for serious violation by the **LESSEE** of the terms and conditions of the Contract. The **LESSOR** shall give notice of termination of the lease to the **LESSEE** and the **LESSEE** shall vacate the premises within three (3) months from notice of said termination without prejudice to the **LESSOR's** right to claim for unpaid rentals and damages in accordance with applicable laws.

The **LESSEE** may likewise terminate the lease before its expiration for failure of the **LESSOR** to comply its part of the Contract or for the purpose of relocating to another office site, provided that the **LESSOR** is given at least one (1) month advance notice.

21. **RETURN OF THE PREMISES.** Upon the termination of this Contract, the **LESSEE** shall vacate the premises and return the possession thereof to the **LESSOR** upon the latter's request, unless this Contract is extended for another term by mutual agreement of the parties.

IN WITNESS WHEREOF, the Parties have hereunto set their hand this 26th day of August, 2020.

UYTINGKOC DEVELOPMENT
CORPORATION

By:


GO TIC CHING
Vice President

PROFESSIONAL REGULATION
COMMISSION

By:


NARCIVAL RANDIE Z. TAQUIQUI
OIC – Regional Director

SIGNED IN THE PRESENCE OF:


NICHOLAS JASON F. GO
Leasing Manager


DIOSCORO A. LUMAGBAS
Chief Administrative Officer

CERTIFIED FUNDS AVAILABLE:


RASETES E. RAZONABE
Officer-in-Charge, Accounting Division

ACKNOWLEDGMENT

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

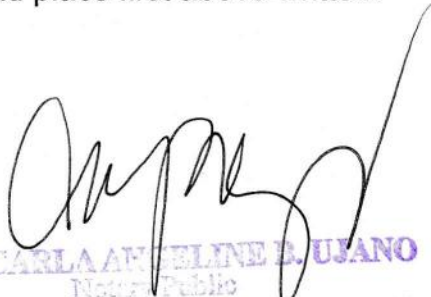
BEFORE ME, a Notary Public for and in the City of Tacloban, this 26th day of August, 2020, personally appeared:

<u>Name</u>	<u>Proof of Identity</u>	<u>Date & Place Issued or Type of Identity</u>
MR. NARCIVAL RANDIE Z. TAQUIQUI		
MR. GO TIC CHING		

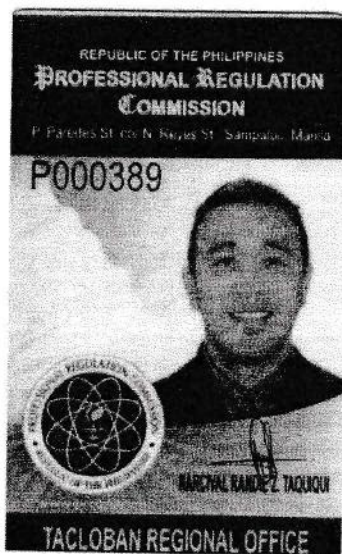
known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their free and voluntary act and deed and likewise that of the agency/company they represent.

This instrument refers to a Contract for Lease of Office Space for 2020-2021 for PRC Tacloban City Regional Office consisting of seven (7) pages including the page on which this Acknowledgment is written, and is signed by the parties and their instrumental witnesses on each and every page hereof.


WITNESS MY HAND AND SEAL on the date and place first above-written.


ATTY. CARLA ANGELINA D. UJANO
Notary Public
Commission No. 2012-103 Until December 31, 2020
Roll of Attorneys No. 69333
PTR No. 9156367; 01/15/2020; Manila
IBP No. 102151; 01/10/2020
MCLE Compliance VI-0005119
Valid Until 04/14/2022
TIN No. 432-974-149

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Series of 2020



ADDRESS: 9 MAGINHAWA ST., UP VILLAGE DILIMAN, QUEZON CITY CONTACT NO.: 09176027721 BIRTHDATE: 4/30/1973
EMPLOYEE NO: P000389 T.I.N.: 104-150-258 GSIS NO: CM-568509 PAG-IBIG NO: 0058-7866-207 PHILHEALTH NO: 19-000758507-5
IN CASE OF EMERGENCY, PLEASE NOTIFY NAME: NARCISO A. TAQUIQUI ADDRESS: CAGAYAN VALLEY TEL NO: 09163949654
IN CASE OF LOSS, PLEASE RETURN TO: Human Resource Management Division P. Paredes St., cor N. Reyes St. Sampaloc, Manila Contact No.: 736-22-46


TEOFILO S. PILANDO, JR.
CHAIRMAN
AUTHORIZED SIGNATURE

+

Republic of the Philippines
Office for Senior Citizens Affairs
TACLOBAN CITY
City/Municipality



NAME: TIC CHING C. GO

ADDRESS: Astramart 275 P. Burgos St., Tac. City

02-28-46/60

Date of Birth / Age

04-20-06

Date of Issue

THIS CARD IS NON-TRANSFERABLE AND
VALID ANYWHERE IN THE COUNTRY

TIC CHING C. GO

Printed Name and Signature/Thumbmark

Republic of the Philippines
Social Security System

TIC CHING GO

06-0576639-6

FEBRUARY 28, 1946

Tic Ching

Corazon S. De La Paz
CORAZON S. DE LA PAZ
Vice President

PROUD TO BE A FILIPINO



MEMBERSHIP IDENTIFICATION



13-050048984-8

PHILHEALTH NUMBER

TIC CHING C. GO

NAME

Tic Ching

SIGNATURE

241 P BURGOS ST BGY 41

TACLOBAN CITY LEYTE

ADDRESS