

COMMITTEE/S Committee on Information and Communication Technology		TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
		PCR-248-2023- RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE CONTRACT OF LEASE		PCR-248-2023
V E N U E	Session Hall, Sangguniang Panlungsod, Bacoor City	BETWEEN THE CITY GOVERNMENT OF BACOOR AND SMART COMMUNICATION, INC. PERTAINING TO THE USE OF A PARCEL OF LAND LOCATED AT TABING DAGAT, BACOOR CITY, AS A SITE OF ITS EXTENSION OFFICE.	D A T E / T I M E	March 13, 2023 10:00 A.M.

COMMITTEE REPORT NO. ICT-009-S-2023

Referred to this Committee on the 34th Regular Session of the 5th Sangguniang Panlungsod is the above-captioned subject matter for appropriate action and recommendation.

Record shows that the Smart Communication, Inc. and the City Government of Bacoor entered into a lease contract on July 8, 2010 for a period of ten (10) years involving a parcel of land which was utilized by the Smart Communication, Inc. as its communication facility. Due to COVID-19 pandemic the said lease contract, which expired in the year 2020 was not renewed, however, Smart Communication, Inc. have continuously utilized the premises, in arrears, up to the date the company requested the renewal of the Contract of Lease.

The City Government of Bacoor required the Smart Communication, Inc. to settle first the rental arrears prior to its consideration and execution of the Contract of Lease covering the same property.

As per the Certification dated November 4, 2022 issued by the Office of the City Treasurer, Bacoor City it certifies that Smart Communication, Inc. paid the amount of ONE MILLION NINE HUNDRED THIRTYONE THOUSAND TWO HUNDRED SIXTY NINE PEOS & 12/100 (Php1,931,269.12) under Official Receipt No.2396395 dated

COMMITTEE REPORT NO. ICT-009- S-2023 -RESOLUTION AUTHORIZING CITY MAYOR HON. STRIKE B. REVILLA TO SIGN THE CONTRACT OF LEASE WITH SMART COMMUNICATION, INC.

Page 1



Republic of the Philippines Province of Cavite City of Bacoor

5th SANGGUNIANG PANLUNGSOD

September 14, 2022 (photocopy attached) in compliance with the requirement of the City Government of Bacoor.

The Office of the City Legal Services in its Indorsement No. 153, Series of 2023 (with photocopies of supporting documents) requested the Office of the City Mayor to endorse the measure to the Sangguniang Panlungsod, Bacoor for the approval of city resolution.

Hence, the request from City Mayor, Honorable Strike B. Revilla for the approval of a City Resolution authorizing him to enter into and sign the Contract of Lease by and between the City Government of Bacoor and Smart Communication, Inc.

RECOMMENDATION:

In view of the foregoing, and considering that the subject matter had already been reviewed by the Office of the City Legal Services, the Honorable Members of the Committee hereby recommend *TO APPROVE* the City Resolution authorizing City Mayor Honorable Strike B. Revilla to enter into and sign the Contract of Lease by and between the City Government of Baccor and Smart Communication, Inc. covering the portion of a parcel of land owned by the City Government of Baccor located at Gen Evangelista, Barangay Tabing Dagat, subject to the existing policies, rules and regulations for that matter.

WE HEREBY CERTIFY that the contents of the foregoing report are true and correct.

Signed this day of March 2023 at the City of Bacoor, Cavite.

THE COMMITTEE ON INFORMATION AND COMMUNICATION

TECHNOLOGY

HON. COUN. ROGELTO M. NOLASCO

Chairman

HON. COUN. ALEJANDRO D GUTIERREZ

Vice Chaiman

HON. COUN. REYNALDO D. PALABRICA

Member

HON. COUN. ADRIELITO G. GAWARAN

Member

Prepared by:

ROBERTO A. DE GUZMAN Local Legislative Staff Assistant I

COMMITTEE REPORT NO. ICT-009- S-2023 -RESOLUTION AUTHORIZING CITY MAYOR HON. STRIKE B. REVILLA TO SIGN THE CONTRACT OF LEASE WITH SMART COMMUNICATION, INC.

Page 2



COMMITTEE/S	TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
Committee on Information and Communication Technology	PCR-248-2023 – RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE CONTRACT LEASE	PCR-248-2023	
V Session Hall, E Sangguniang N Panlungsod Bacoor U City, Cavite E	BETWEEN THE CITY GOVERNMENT OF BACOOR AND SMART COMMUNICATION, INC. PERTAINING TO THE USE OF A PARCEL OF LAND LOCATED AT TABING DAGAT, BACOOR CITY, AS A SITE OF ITS EXTENSION OFFICE.	D A T E 10:00 A.M. / T I M E	

EXCERPT FROM THE MINUTES OF 34TH REGULAR SESSION NO. ICT-009-S-2023

Honorable Acting Vice Mayor Catherine S. Evaristo/Presiding Officer of the 5th Sangguniang Panlungsod called the session to Order at 10:00 A.M.

Secretary of the Sangguniang Panlungsod, proceeded with the roll call, the approval of the Journal and Minutes of the 33RD Regular Session, and the reading of the referrals to committees of proposed Ordinances, Resolutions, Messages, Communications, Petitions and Memorials.

In Regular Session, the internal rule on the 34th Regular Session was suspended by Hon. Coun. Reynaldo D. Palabrica.

Upon reading and referral of Item No.OM.E PCR-248-2023- "RESOLUTION AUTHORIZING CITY MAYOR. HON. STRIKE B. REVILLA TO SIGN THE CONTRACT OF LEASE BETWEEN THE CITY GOVERNMENT OF BACOOR AND SMART COMMUNICATION, INC. PERTAINING TO THE USE OF A PARCEL OF LAND

EXCERPT FROM THE MINUTES OF 34TH REGULAR SESSION ICT-009-S-2023 RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE CONTRACT LEASE BETWEEN THE CITY GOVERNMENT OF BACOOR AND SMART COMMUNICATION, INC. PERTAINING TO THE USE OF A PARCEL OF LAND LOCATED AT TABING DAGAT, BACOOR CITY, AS A SITE OF ITS EXTENSION OFFICE. Page 1



Republic of the Philippines Province of Cavite City of Bacoor

5th SANGGUNIANG PANLUNGSOD

LOCATED AT TABING DAGAT, BACOOR CITY, AS A SITE OF ITS EXTENSION OFFICE." Honorable Councilor Rogelio M. Nolasco, Chairman of the Committee on Information and Communication Technology moved for the approval of the said Resolution due to the fact that Smart Communication fully settled the Rental arrears for the continuously utilized of the premises after the expiration of contract lease in year 2020 and fully complied with the requirements of the City Legal Services to enter into Contract of Lease with the City Government of Bacoor.

The motion was unanimously seconded and the Resolution Authorizing City Mayor, Hon. Strike B. Revilla to sign the contract of lease between the City Government of Bacoor and Smart Communication, Inc. pertaining to the use of a parcel of land located at Tabing Dagat, Bacoor City, as a site of its extension office was APPROVED in Regular Session on the 34th Regular Session of the 5th Sangguniang Panlungsod, Bacoor City.

The regular session was closed and adjourned at 11:00 A.M.

Prepared by:

Indata

EDGARDO B. NOLASCO

Staff Clerk

Attested by :

Chairman

Committee on Information and Communication Technology

5TH SANGGUNIANG PANLUNGSOD

EXCERPT FROM THE MINUTES OF 34TH REGULAR SESSION ICT-009-S-2023 RESOLUTION AUTHORIZING CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE CONTRACT LEASE BETWEEN THE CITY GOVERNMENT OF BACOOR AND SMART COMMUNICATION, INC. PERTAINING TO THE USE OF A PARCEL OF LAND LOCATED AT TABING DAGAT, BACOOR CITY, AS A SITE OF ITS EXTENSION OFFICE. Page 2

March 10, 2023

Republic of the Philippines Province of Cavite

CITY OF BACOOR

Office of the Mayor

HON. ROWENA BAUTISTA-MENDIOLA

Vice Mayor, City of Bacoor Bacoor Government Center Bacoor City, Cavite

THRU:

Atty. Khalid Atega, Jr.

Sangguniang Panlungsod Secretary

SUBJECT:

Request for Authority to Enter Into and Sign the

Contract of Lease with Smart Communications, Inc.

Dear Hon. Bautista-Mendiola:

Per Indorsement No. 153, Series of 2023, issued by the Office of the City Legal Service, requesting the undersigned for endorsement and request for the proper authority to enter into and sign the Contract of Lease with Smart Communications, Inc. over a parcel of land located at Gen. Evangelista, Tabing-dagat, Bacoor, Cavite, I respectfully request the esteemed members of the Sangguniang Panlungsod to perform the appropriate action that will grant me the authority to enter into and sign the abovementioned Contract of Lease. The said agreement is in consonance with City Ordinance No. CO 33-2018 or the "Bacoor Lease Ordinance", series of 2018.

Attached herewith is the aforementioned letter, together with its attachments, for your immediate reference.

Sincerely yours.

03/10/27

BACOOR

STRIKE B. REVILLA





OFFICE OF THE CITY LEGAL SERVICE

INDORSEMENT NO. 153, SERIES of 2023

TO

Hon. STRIKE B. REVILLA

City Mayor

Thru: Atty. PAUL MICHAEL G. SANGALANG

Office of the Mayor

SUBJECT

Request for Endorsement to the Sangguniang Panlungsod

DATE

08 MARCH 2023

On 8 July 2010, the City Government of Bacoor (the City) entered into a Contract of Lease with Smart Communications, Inc. (Smart) for a period of ten (10) years (First Contract of Lease, attached herewith as Annex A). Upon its expiration in 2020, however, both parties failed to extend or renew the contract since it was the height of the COVID-19 Pandemic.

Sometime in 2021, Smart has requested the City to execute a new Contract of Lease for the continued use of the property as a telecommunication facility – in accordance with the City Ordinance No. CO 33-2018, Series of 2018, or the "Bacoor Lease Ordinance". The City learned however that Smart has rental arrears from 8 July 2017 until the present date despite their continued possession of the leased premises, which is a portion of the parcel of land located at Gen. Evangelista, Tabing-Dagat, Bacoor City, Cavite registered under the City Government of Bacoor.

To resolve the matter, the City required Smart to settle their rental arrears prior to its consideration of a possible renewal or extension of the Contract of Lease. In furtherance of its business interests, Smart agreed to settle the arrears from 8 July 2017 up to 7 July 2020. This payment is supported by a Certification issued by the Office of the City Treasurer of Bacoor, attached herewith as Annex B and the Official Receipt covering the said payment, attached herewith as Annex C. Further, this payment also covered the monthly rentals from 8 July 2020 until 30 July 2021, which represents the period when the First Contract of Lease expired until the time that Smart initiated the execution of a new Contract of Lease.

From the foregoing, this Office hereby requests the Office of the City Mayor to endorse this measure to the Sangguniang Panlungsod and request for the proper authority to enter into and sign the Contract of Lease with Smart Communications, Inc. A draft Contract of Lease is attached herewith as Annex D, for your reference.

Thank you for your assistance.

Respectfully.



13 SAME BURNING SPICE ALL LAGE

Webstern Street

en se tración de la constante y contractor de la constante de

Solida de la companya del companya del companya de la companya de

CONTRACT OF LEASE

JOS0 174048

EE-SSOR	Circle CoversMES OF RV 000			
O THORIZI BACIPICISI VIA VIA CITUTE LI SSOR Controlore	STRIKE HORESHED Cir. Street	Supporting Documents Supporting Documents		
MINRESS OF LESSING	Croser Address : 95 NO OPER GOVERNAMENT CONTENT AND 1950 OPER PROVINCE OF CASE IS	G SOSEVE BEGY 1825 AND CHAIL		
(ASSE)	SMARL OMMESS AT 058-50			
ADDRESS OF LESSE)	SMMC Toward & Apilla Sec. Michael	ras.		
V. THORIZT D ICEPRESTNESTING OF	Su Belli St. o. Cour Berli SP, Sowerk Oberanie			
PROPIRTY Order of the Administration of the	To period described to the Control of the Control of the Sumber of the Control of			
OLAST DEPREMISES	Site Address (1) (3.50 (50) Ni) Ni) (6.5) Assigned Area (1) (6.5) Ni Leased Area (1) (6.5) Ni	v 18) - 92 cume - AMT (
i.I. vst. PERIOD	FROM: 945 8 2000	100 0 0 0 0 2 Cm		
RENT (Monthly Italie) Notes to represent a face of	trip (2.07.26) tripount in words (2.76.3)	orkon oosi -u SDR (O. (V) Hisos Aso		
PAYMENT TERMS	Quinces			
ESCALADOS RATE	Excelution Rate : 1 to 155% Open . If the tests of the Studyon			
STCURITY DUPOSIT	Lyissing Security Depastr 2 940 9	K. 1002		
METAROPORT LANDING	!	CRECTOR BY OURSESSED		
LISSORS CONTACTOR (AILS	Comparison STRIKT BOROSTES Residence Societies CONSOCIVE (CONTRACTOR OF CONTRACTOR OF AND CONTRACTOR			
HASIFS CONFECTION FAILS	MACMANA STRUNG A Manager of Selections of A Selection of the Sage of the Selection of A Landburg Association of A Landburg Association of the Selection of the			
The solid knowledges the institution in the Constant of the Co		and only in a reconstructed to the order trisso-		
	as American emposit faces the control series of the period of the control mental in this expect to the series of the control o			

The consists of the NO PALIDAL AND SERVICES AND SERVICES.

		 	
	To pew Letter de of 7 to	Company of State of Contract	
	The Section Section 1	±€ North	!
SSEATS	To Dustry (
	L 1 - 2 1 2 4 4	Section 411 Sales	
}	Section 1981 Section 1		:
1 .			:

IN WITNESS WHERE, OF the Panies have executed this Copuration Leave consisting of Co-Basse Terris, the Standard began and Conditions of Leave the opening become in case of conflict between this signed Basse Genes within Special Commence Conditions of Leave, the signed Basse Geomes shall prevain

FUNNIR:	Uf SSUFE
Researce of	Represented by
STRIKE B. REVILLA	DERING M. III
Cop Words	Group II., a FV v
DATE SIGNED:	Network (Creminals) DATE SIGNED:

 Section Section (Section 1) 0.1306 (800) 603

ACKNOWLEDGMENT (Lor L' SSET

K	۴.	OF RE	Ca.	$1\mathrm{m}$	>	BUTPAINESE	
. ;	ÍΥ	MAIN	15 11	13:	į٨	ρI	188

периогай, аррежей

NAME 118 SMARGEONAMENICATIONS, INC. $(an) (S_{t}(t_{t})) \epsilon_{t} = \operatorname{trans}(t)$ 012003 N. 49 1,55-56" 4650.

to more one and evithe known to be the same generally agence day foregoing instandant noticely associated has metic of same is his free and roduming occume cool as well as that of the cornor connection represented.

WITCHNS MANIFACTOR AND SERVICION The place at wait the prace above werters

Notary office

 $\epsilon_{RW} \propto_{\mathcal{O}}$

 $(s, t) \in \mathbb{N}^{n \times n \times n}$, so that is a substitution of the su construction of the

ACKNOWLEDGMENT

(Fe/1) \$50R)

и, г.	вH	Οij	1.42	PHR IPPINE	51
$f_{\rm e}(1) \times$	MG/N	JU I	PAL:	Cyclin	18.8

COS AU ADORATOR OF	18.8	
Discould Mills Somey further for a new or by appeared	(5 let	this day of
XXIII	ID No.	ISSULDONAL
STRUKT OF REVIEW V	Processor 1980/01/18/548	eng Usaska mperaksa Basesa
Source same is his free and solid to	se the same field on who experited to: for a gry get and beget as well as that of the early on the distance of the early on the distance will be the place above swift.	porations corresented
		Notae 25 ide
Pocific Processor Landing Box after Service (1953)		

As a term of the LDS of payment with the Standard Lagrangian A , $A_{\rm scale}$, $A_{\rm scale}$, $A_{\rm scale}$

about their Academy where the LOSS C. and end objects of a fairly of Alberta and

condition that exists consider the first

I SCALATHIA RATE LIBERT A PUBLIC RESOLUTION

endanced for the person of the contract of the research of the

poserio gladorida de la sociedade in como de la Sectiona de la Sectiona de la Companya del Companya de la Companya de la Companya del Companya de la Company

and the control by the control of th UNSER Thought and feed adver-

gorgial region by all body the large to base to the

Larger from as the control of all control

State School States and the first states of the states of

Principle to the of \$8000 associtation for the Co-

Control of the analysis of the constraints of

Course to the Central 1981) and

more at 1185-06 for a second translation of this to be to Popular Teacher we will the

SECURITY DEPOSED

PAYMENT HERMS

Acres de la como

the constitution of the

The source of properties of a continuous space of the source of payon and the depth of a payon and the depth of the source of male Book Committee as a redominate social

the a SSC Controver that discount is the large a reserve reserve to a discount of the discount discount of the view 880 84 for evaluation of a contract of the product of a communication and the

CHUITYCHARAS

 $\mathrm{Pr}_{\mathcal{A}_{\mathrm{tot}}}(\mathcal{A}_{\mathrm{tot}}) = \mathrm{Pr}_{\mathrm{tot}}(\mathcal{A}_{\mathrm{tot}}) = \mathrm{Pr}_{\mathrm{tot}}(\mathcal{A}_{$ and the second section of the second accept to 1881). In this case of the Sill of the call of Land to Up a state of the second. $t \ll 1$ for more than the loss of the left $t = (a_1, \dots, a_{n-1})^{n}$ consequences of the Control of the Control of Section 11. The product of the discount of the product of the p te place la la constant recommendades mo a primer en francous production de production appears the following of Morent and Section Proprieta Secure Control (1981) and a in Teachtrain e leagairtí 11881) a teachtraí faoiltíochtagairtí ac acta a few consequences to add procedure of a control pared.

> A concept, to work of money works in wooden or connect of front (1986) Rese. to the program or one provide a contract of second second as a second se and the state of t postory kind along the Long to 1,288r assemble and the contraction services minute and a contract of the conservation in term and the result of the second of the second of ∞ assumed to the property of the property of SASIA

STANDARD TERMS AND CONDITIONS OF LEASE

 Solore and read the admission for the property of the property. and contained the experience as a partiest Solar discussion believes to the own strature of reason this man in heroschill PSSOR and LLSSEE. more greater and amountained into legal capacity are marked to the to a Ultragal consequence of person constitutions of Digital and a residence for the China.

WHIREAS IT \$8000 Its are unsufficient of coast for through an and the control of the process part of the Property of Alexandry Control of the C

WHERE AS ITS SOCIETY OFFICE PARKETS OF DESCRIPTION OF $\tau_{\rm p}$ and the results figure for a singletential ments to the refer to the letter Contain

SOW THERETORY, because you was considered that the may and the second constraints which the operation

THASE PERSON - The Computer Place year 21st link command and domain for the dains their same be suffered by bits become that there is then obey within the allered conditioned to see a Constraint of Surject (tests of our fact). when the first same transportation and from the decouple of a in a manufacture of the Santanas

> $R(S,\Gamma)$, the following expression of the contrast three specific 44 SNe (things) not be referred form to our or standarding the sagar to a charge on a chart see serge pay \$1, in an one. $\Omega = 0$, $\Omega > 10$ gas of sections with a second paper galax

> Here we have more than beginning consistent for a consistency , assumed the study of the second consequences of the ${\cal O}_{\rm SM}$

> (C.S. Francis, profitle could be recoverage of contributions and C.S. Objects of Management and Astronomy the entire product of ACAT Reliable to the Contract of percent Controlled grazifleriod and controllings upon the A.A. or and Pargins (OR) type large profits Relatifiant or a C. SSOCO Societies become programme Very oring desert Citizens. Paragraph of the artist of processing 13,8801, now although at a provincial Colors of Carmano the port of MISSOR of the second VA of the substantial and the 18811 and and the payment VA into the time district the Lange Police. 1911 The manager of SNOR provide and review of the NATA for small of George death. The things of neglection could have 1980 to made or invased by the trop may represent the 1980 to made or face into most of the 10880 Reports. ian kind ki XI sleya banon kiconticare.

> $T(x) \in \mathcal{H}$ and the gradual distribution of $f \to Y SS(1)$, the start the contract of the care short become account of the (SSOC) In SSET years to review the In SSOC cacomposition with brane well traditable 11. Worth, their remaining adapting a condition of

> The Decomposity Streety To (4DN) converge to make Compact coefficients to a contract with the offered fiber of each $\{a,b,c\}=\{\{i,k,8,k,0\}$

OTHER PERMITS, FEES & LOUIS

I (886.) du Billouine and analysis peratrola si may be a public order page of the recording proportions at a stocking they in the appropriate of in the fire seat Promotes on sections of spire Million research on personal management the state of a large party of the the production of a 15% warrants may be ob-

> at \$500 configurations of the file ends and Some terms of transitioning of the case. Proceedings to Solve but not formed to a consensus $\alpha \approx -\alpha_0 m_0 \approx -\alpha_0 q_0 \cos (4 q_0), because sign in the section of the contract of property. The <math display="inline">\alpha_0$ this section of the contract of the co

STANDARD TERMS AND CONDITIONS OF LEASE.

ALCESS RIGHTS

٧.

III USLOCITASED PREMISES

COSTITUTE SALSSONS CONTO ME OBASS. Promote a rise and a second of the fact of Promote and a second of the fact of normal, disease Walescoots a regite to the formal and associate product to Section 17. 19 for a long transfer in the grow 24 ferch t sol, the back settle area beam so to the participating some appendicular and the proceedings of the contract many in the managers of a transfer to be sea-The control of the property of the control of the c in the common of the state of the board and the control of th It is began in that the distribution of the α in quantities of the system of the new form. replied and in medium of the destruction of the des and the construction and all superpresent we have $\langle a_{i,j}\rangle/h_0$. Figures of the $i\neq a_0$ ve equally and a low section the Alberta the annual of the control of the con the reservoir of the confidence and the second of 1. January Branco and State Branco and State of the Control of

assumption of the step of the formation of Step of Step of Step of the step of

a modern of the Market process of the process of the Market pro

BRUILL OF WAY

When improved a model for the form to the contions of the first Lose Linear Control for the first of a market of the control form of a first selection. The provides the control for a market of the first Philippe begans and market selection. The first term of a selection of the selection of the form of the depth of the first selection of the form of the depth of the first selection of the first selection of a provide market of the first selection of the first selection of the first selection of a first compact of the first selection of the first and the first selection of the first selection of a first selection.

1. I SSE to the atom of Property of the end of the consequence of the consequence of the end of

A SSO for the control of the control

proceeding the control of the process of the real control of the c

- Observational and the control of the
- 2. See Control (a) and the process of the master matter and on an experience of the experience of t
- 1. The SSTA in purply and the control of the control of the control of the SSTA in the control of the con

Altered States of the American States of the States of

- (1) The second of the control of
 - Strander grand and a meaning the residual of the control of the

STANDARD TERMS AND CONDITIONS OF CEASE

ETSSOR HENDRICHONS CODE SDEET AKING

٠.

The spite of the property of the property of the contract of t

1. SSCIR can contray the scale between the contractions of the following sections of the following section of the foll

ASSIGNMENT AND SUBJECT AND END of association of the property of the following the result of the property of the following the result of the following the result of the following the result of the result of the most of the result of the res

15 BUGREE OF BURGENCE, BASINGEN AND WARRANTH'S

- LosSford and executive the difference of a proof of the of the Lossford the new of the regular fitting of the directory mention and moved of Cost of the Allows Allows (1).
- (c) The distribution of the first of the

A Sec. 1. The artists of the process of the second complete to the first of the research of the second control of the second control

4 URBINSTION

(i) A. West, manager of collection of a property of the section of a point of the section of t

- the constitution compared on the controlly in the constitution of the constitution of
- a judg terrapa men i i otrostoj. 13 881 maistro de servicio providente. I E880 (2. 3 maistrost) de 11 881 maistrost. 15 881 maistrost. 16 881 maistrost.
- Solonia I I SST Ellower Consequence of matter than the matter and matter than the consequence of SST ellower than the matter and produced in the TSST Consequence of the produced of the matter and the matter than the mat
 - The SS of the man and the figure of the many and or the continues to the continues of a continue of the continues of th the creek of the form to SNL process for the control of the contro Control to Real trade and securing transthe control to explore the collection of the SSOR of HISSES probability of the sales of the SSE of the HISSES probability of the HISSES of the Physical Colors of the probability of the sales of the probability of the HISSES a West surface of the contractions enquestion and allowing HOLE 2010 promise to a substitution of the substitution of the logistic contraction of the transfer of the conand open a manifest the spanner of processing and a second conthe first of the establishment The state of the s (c) SS(1) or cited by the large stack common in a choice force that and by the common frequency of points with the Lasse transfer of a recognitive explanation and programming

15 RUTURN OF LEASED PREMISES

Equation of the second control of the second of SSSI has been been as the project Leongreen of the second of SSSI has been been as the project Leongreen of the second of the second been an instance of the second of the second beautiful to the second of the second beautiful to the second of the second beautiful to the second beautiful to the second of the second beautiful to the second beautiful to the second beautiful to the second of the second beautiful to the second of the second beautiful to the second of the s

Tell addition of the entire of a contracting district of the entire of t

STANDARD TERMS AND CONDITIONS OF LEASE

The contraction of the West contraction of the contract of the

The major representation of a SCO and the second representation of the

Let the be obtained by dealer of the place of an investment of the property of the content of the property of the

16 SALL SCHOOLIGE

REGHT of FIRST REFLEXT - Every got a close of governor to the SNIBL governor to the form of the property of the SNIBL governor to the form of the property of the sound of the

SATE IN TRANSPIRE TO THE PROPERTY OF THE PROPE

RECORD [CONTINUES of the content of may be regarded as a continue to a continue to the process of the process of the process of the property of the process of the property of the process of the proc

IN. WARRANTA

flammer in Representations and Wintfunders

It is martines can be users from the 10^{12} and 10^{12} be the 10^{12} degree of the 10^{12}

- Tages, 110, proposed a consequence of the conseq
- 1. Opportunity for a construction of the construction of the construction of the properties and the construction of the construction of the construction.

Administrational Representations and Worksauties of the 14 SNOR

- 4. An according to the TOSON conformation of the result of the result
- 1. The second representation of the experience of the particle of the representation of the experience of the particle of the experience of the experienc
- St. The state of a particle of the property of a control of the property of
- The first of the rest of the rest of the first of the rest of the
- 31. A Dissertion of the control of the experience of the control of the contro
- A first Consideration graphs of place of possible and property of the consideration of the property of the

STANDARD TERMS AND CONDITIONS OF LEASE

material products of the absolute tack comments of Seesa for the recommendation of suppose simplifying a men 1.881 have only \$8000, banked the hyperbolic degree de-. . . . the first growing and the control servers consider on the Beet consistent agreement the efficient survey controlling a secretor and concentration in employees or 14 at 15 area (1880)

MINOR BY THE RESERVE AND A CONTROL OF THE electric control of the compagnity conference of Lance Company of the parties much propagation and the second

- MOTIVE Continues and deposit of a property of the continues of the second of the secon the Committeenth or the full by the present a second at a "SSLC of a serve between a period and an depart factor," τ , which is given a consist to the subface scale and the result for τ from the tracking by the attracting particle managed and a objects to a final notal conduct the property the sound they will the moderate of our opens. fall to the energy control of the account moving for plan-(c) Control of the control of the observation of the production of the control Contract
- NON-MODIFIE CHOSE OF THEMS CAR COMULTIONS OF THE COMPANY OF THE CO CNIE The first will be outlied induced of becommended by the following the following state of the first section of the The Assembly of penaltic these particles of the description of the second of the secon terral of the secondary by an open agree

PRODUCED OF INC. 5 (SSOR out as of a Control to a colour of the colour year of the colour of th files of the fent of connection with granding and All gives a control of greater or for an elegiph of the group for a control of the first property of the control of the first property of the first property of the first property of the control of the first property of the control of the first property of the control of the c Objective and a regulate control control property and group two

CONTIDENTIONS

MO tomos of a marketing engineering the design of sectional and the consequence of the property of the consequence of the con a systematic official in a Parties of the many $\theta + t \sigma = 0$ in same of small small regions of $\sigma = \sigma_{\alpha} = 0$, all the control of a graph of the f

- The selection of the fire purpose is
- School and a service of the point 00000000
- Son the engineered page to a case of the engineering
- $\begin{aligned} & = \left(\left(-\frac{1}{2} \left(\frac{\partial }{\partial x} \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \right) \right) + \frac{\partial }{\partial x} \left(\frac{\partial }{\partial x} \left(\frac{\partial$ protected the periodicial analysis. contributions of the Lagrangian Problem is the constraint of an engineering prostreet beading

and obtained agency of Lotte Landing and the second s

- in a resolvent was a fight to that comment it whose to the volumental forces are by any or the the second make a proceeding of the processing long a optingging on engaging research in the demanaged transfer of the large entraction eta y establica de la composition (1881), Ballonia qui stable de la cama y caracteria de Ballonia (1885), estable de empresario (1886). the management of a product of the second of Schridge of the (1880) style light to he are recorded to a service of the contraction constitution of the state of blacking the description of the State of
- Page of the reserved post to op-tion and an Incident production of the disease of the reserved production. The first of the state of the first of the second of the s
- .4 the formation and the office of the and the large for a many and the companies of the compani Listing to the resolution of a second conthe property of the property of the second s Course of Alberta Co
- HISCLOSCODE CONTRACTOR STATES TO THE CONTRACTOR STATES representation for the original and provide provide and the second provides are second provides and the second provides and th Proceedings of the second
 - 1. SSept. Sure is a resolution of processing and processing the congression of the processing of the processing and scale in Discourse Complete and Complete a
 - 1......
 - strawer to the USS of the Opposite $\sigma_{\rm e}(s) d^2 = \pi / \epsilon \ln t + S d^2 + \epsilon = 1$ and the result (SS) of communications of the contract SSI confor a five second contact of the bond of the great yo be two tensors of the person show
 - is instructed, by adjust as a more effect, for ended and the analysis of the endowater of the original form of the end of th which places are a sum of the t . Comparing
- UNICOTION IN COUNTERPARIS CONTINUES. many property of a column state of the respect to the state of the sta the most of the respective of the South College and College states Here we shall see that the contract of the state of the A SAME TO SERVICE A CONTROL OF THE C described excess in the might great a soliton, as a region of α and in Eq. () and the property of the energy $(\mu_{ij},\mu_{ij$ policy whose the latter growing and some more applicable policy of the property of the propert to be additional toward at their

The Process of Later to Control on the Control of t موادرها وا





OFFICE OF THE CITY TREASURER

November 4, 2022

CERTIFICATION

This is to certify that based on records on file with this office, Smart Communications Inc. paid their rental fee for the period July 2017 to July 2020 under OR# 2396395 dated 9/14/2022 in the amount of One Million Nine Hundred Thirty One Thousand Two Hundred Sixty Nine Pesos & 12/100 (P 1,931,269.12).

Issued this 4th day of November, 2022 for whatever legal purpose this may serve.

City Treasurer

: --- --.... 4-6-61

CONTRACT OF LEASE

KNOWN ALL MEN BY THESE PRESENTS.

This Contract of Lease (the "Contract") is made and entered into this _____ day of _____ 20 __ by and between

and

SMART COMMUNICATIONS, INC., a domestic corporation duly organized and existing under the laws of the Republic of the Philippines with principal office address at SMART Tower 6799 Ayala Avenue Makati City represented herein by its Department HeadAVP-Office of Network Operations Head MS, DEBBIE M, HU here-nafter referred to as the ISMART

The term 'party' shall mean either LESSOR or SMART' as applicable, while the term 'parties' shall mean LESSOR and SMART' collectively

WITNESSETH That -

WHEREAS, the LESSOR is the owner of a parcel of land with an aggregate area of Seven Hundred Four square meters (798 sqm) located at Gen. Evangelista. Tabing Dagat, City of Baccor, Cavite (the Property) including all improvements thereon as evidence by Original Certificate of Titte No. 2019000002, a copy of which is attached as Annex. All

WHEREAS SMAR^{*}. In the furtherance of its business, desires and offers to extend continue leasing a portion of the Property in the City of Baccor Hall of Justice with an area of fifty (50) square meters for its telecommunications facilities, hereinafter referred to as the Leased Premises.

WHEREAS, a prior Contract of Lease was entered into by the Parties dated 08 July 2010, a copy of which is attached as Annex 18 , and both Parties agree to execute a new Contract of Lease.

WHEREAS, the said Contract of Lease expired last 07 July 2020, but the global pandemic brought about by COVID-19 delayed the execution of a new Contract between the parties.

WHEREAS the LESSOR agrees that monthly rental fee to be paid by SMART during the period gap from 07 July 2021 until the 30 June 2021, prior the effective date of this Agreement, shall be the prevailing monthly rate amounting to fifty-three thousand seven hundred thirty-eight pesos and 17:100 (PHP 53,738.17).

WHEREAS, the LESSOR agrees to extend and continue to lease out the Leased Premises to SMART for the sole purpose of utilizing the same as a telecommunication facility in accordance with the City Ordinance No. CO 33-2018 or the 'Bacoor Lease Ordinance', Series of 2018;

NOW, THEREFORE, for and in consideration of the above which are essential conditions and integral provisions of this Contract, and the mutual covenants and stipulations contained here, the LESSOR leases unto SMART, and the latter accepts from the former, the Leased Premises. The parties agree to the following

- LEASE PERIOD This Contract shall be deemed to have commenced from the 1 day of July 2021 and shall expire at midnight of the 30" day of June 2031 (the "Lease Period") unless earlier ferminated pursuant to Section 13 of this Contract This Contract, may be renewed at instance of either party by sending the other party a written notice to such effect within six (6) months prior to the expiration hereof such terms and conditions as may be mutually acceptable to the LESSOR and the LESSEE
- RENT. For and in consideration of the use and occupancy of the Leased Premises SMART shall pay the LESSOR a monthly rental of FIFTY-THREE THOUSAND SEVEN HUNDRED THIRTY-EIGHT PESOS AND 17/100 (PHP 53.738.17) Philippine currency payable quarterly in advance within the first fifteen (15) days of every applicable period of the rental year.
 - The rental payments shall be inclusive of all taxes, fees and assessments and other charges, except value-added (ax (VAT). The withholding (ax shall be withheld by SMART at the rate prescribed by law, currently at five (5%), and shall be for the account of the LESSOR, SMART shall however, provide LESSOR the corresponding Certificate/s of Creditable Tax Withheld, at intervals mandated by the Bureau of Internal Revenue. The Documentary Stamp Tax (DST) arising from this Contract of Lease shall be for the account of the LESSOR.
 - The VAT, if applicable, shall be for the account of SMART provided LESSOR is a VAT-registered entity and presents a copy of its VAT Registration Certificate upon the start of the lease period and issues duly registered VAT Official Receipts (ORs) upon receipt of rental fee. Failure of the LESSOR to issue the applicable Official Receipt will be sufficient ground for SMART to withhold feture payments. In case of failure on the part of LESSOR to provide said VAT Registration Certificate. SMART may refuse to pay the value-added tax (VAT) from the time of the start of the lease period until such time 18SSOR provides a copy of the VAT Registration Certificate.
- 3. **ESCALATION RATE** The monthly rental indicated herein snall be subject to an increase of five percent (5%) acqually to commence on the sixth (64) year (i.e. 01 July 2027) of this Contract based on the rentals of the previous year.
- SECURITY DEPOSIT SMART authorizes the LESSOR to retain the initially pard security deposit for the sum of EiGHTY-FOUR THOUSAND TWO HUNDRED TEN PESOS AND 52/100 ONLY (PHP 84,210.52) Philippine Currency to answer for any unpaid obligations of SMART including unpaid rentals utility bills, damage to Leased Premises, if any to be mutually agreed upon by the parties Said security deposit shall be returned to SMART within thirty (30) days from the physical turn-over of the Leased Premises to the LESSOR.

5. PAYMENT TERMS

- Upon the mutual signing of this Contract. SMART agreed for the ESSOR to retain the previously remitted amount equivalent of three (3) months advance rental or the sum of ONE HUNDRED TWENTY-SIX THOUSAND THREE HUNDRED FIFTEEN PESOS AND 78/100 ONLY (PHP 126,315.78). Philippine currency less the withholding tax and other necessary fees and charges provided for in Section 2.
- b. Succeeding quarterly payments shall be issued by a crossed check collectible at Union Bank, Madrigat Branch, Upon presentation of LESSOR's Bank Certification, SMART may opt to credit LESSOR's current/savings account no ______ at the ______ Bank, Branch
- 6 TAXES ON IMPROVEMENT, During the Lease Period SMART shall pay for the real estate taxes on the improvements introduced or to be introduced by it on the Leased Premises, should there be any

7 UTILITY CHARGES.

- The electricity, water and other utility charges due to the use by SMART of the said utility during the Lease Period shall be for the exclusive account of SMART. For this purpose, SMART shall install or cause to be installed a separate meter to measure and register its electric and water consumption. The utility charges shall be paid as they become due based on the kilowatt hours (kwh) used with respect to electricity, and the cubic meters (cu. m.) consumed with respect to water, as registered on SMART's nieter.
- by If the electricity, water and or other utilities are provided for or connected through the LESSOR, the undue disruption or interference with such utility services shall exempt SMART form the payment of such utility charges except when the curtailment or interference is due to the willful misconduct or gross negligence of SMART. The LESSOR shall take the necessary steps to immediately restore such utility services and the actual and reasonable cost thereof shall be deducted from the rentals due from SMART.

5 ACCESS

- Where applicable and during the Lease Period, the LESSOR shall allow SMART access to the site with a four (4) meter wide right-of-way from the nearest main road/street feeding to the Leased Premises free from any charges whatsoever, if SMART shall need to traverse the property of any third party to gain access to the Leased Premises, the LESSOR shall arrange for the same and this is included in the monthly rental rate indicated here.
- 5 SMART shall have free ingress and egress to and from the Leased Premises at any hour of the day and night for the operation, maintenance introduction and removal of SMART's equipment and device.

the LESSOR or its duly authorized representatives shall have the right to inspect the Leased Premises upon at least three (3) days prior written notice to SMART and at such time convenient to SMART.

9 USE OF LEASED PREMISES.

- a SMART shall use the Leased Premises solely for business purposes and not for any other use without the written consent of the LESSOR, which consent shall not be unreasonably withheld
- b. SMART shall have the sole use of the Leased Premises and shall have the right among others to install its antennae tower and other telecommunications, electronics and computer equipment or device together with other necessary or useful eouipment fixtures and appurtenances at suitable places within the Leased Premises as well as install any additional antenna and/or equipment within the duration of the lease period.
- c SMART shall have the right to install and operate a suitable power generator at the Leased Premises provided that adequate safety anti-pollution and noise reduction measures are observed.
- d SMART shall have the right to install electric and telephone poles/lines from the nearest public utility terminal to link with its equipment in the Leased Premises provided that SMARF shall pay for the costs and expenses incurred.
- e The LESSOR hereby recognizes that the primary consideration of SMART in agreeing to enter into this Contract is the commitment of the LESSOR that SMART shall have the right to instalt and maintain its antennae and other telecommunication, electronic, and computer equipment or device for the duration of the Lease Period and any renewal or extension period. Any disturbance of this right shall allow SMART to terminate this Contract without any camage on the part of SMART.
- f All expenses about the installation and maintenance of any and ail installations of SMART shall be for SMART's exclusive account.

10. RESTRICTIONS ON THE LESSOR

- a. The LESSOR shall not store hazardous materials or any airconditioning unit or emergency power generator adjacent to or near the Leased Premises that would adversely affect the normal use and operations of SMART's telecommunications computers and other electronic equipment due to noise small vibration electromagnetic field heat and other such negative forces generated or emitted by such materials or equipment.
- b The LESSOR shall not allow the entry of any other telecommunication facility that may interfere with SMART's equipment without securing the consent of SMART and clearance that this shall not interfere with SMART's equipment.

SUBLEASE SMART shall be allowed to sublease the Leased Premises or any part thereof. Moreover, SMART is allowed to co-locate with any of its subsidiaries and affiliates at no additional cost and in which case SMART shall continue to be liable to the LESSOR, and in which case to the same extent as long as such sublease or co-location exists.

12. DEGREE OF DILIGENCE, DAMAGES AND WARRANTIES

- a. SMART shall exercise the diligence of a good father of the family in the use of the Leased Premises in the construction installation and maintenance of its antennae, communication tower and other equipment and in the conduct of its operation on the premises.
- For any damage or injury to the LESSOR or its properties arising from or about SMART's use of the said equipment or the wrongful or negligent conduct of SMART's employees. SMART shall immediately correct the defect and indemnify the LESSOR for arry damage that it may sustain without any delay, if the damage or injury is sustained by a third party, SMART shall indemnify the party concerned and shall hold the LESSOR free and harmless from any claim or Lability, except those damages or injuries arising from fortuitous events.
- SMART warrants and represents that its antennae communication tower, equipment, and other electronic devices shall not damage hinder, hamper or adversely affect nor interfere with the reception capacity of the telecommunication or television facilities of the residents near the Leased Premises, and is this occurs, it shall immediately correct the interference and repair and pay for any damage that may have been caused after an investigation has been made clearly showing SMART's liability.

13. TERMINATION

- Either party may terminate this Contract upon thirty (30) days prior written notice should the other party committany breach of the terms and conditions of this Contract and fails to remedy the same within thirty (30) days from receipt of written demand by the aggrieved party to remedy such breach.
- b. If the termination is initiated by SMART under the above Section all the LESSOR shall retund to SMART the unused portion of any and all payments made within thirty (30) days from date of termination without prejudice to the right of SMART to claim damages against the LESSOR and without further prejudice to whatever legal remedies SMART may institute to protect its interests.
- Should SMART be constrained to pre-terminate this Contract due to any reason whatsoever. SMART shall give a written notice to the LESSOR at least thirty (30) days before the effective date of pre-termination, and pay the LESSOR an amount equal to two (2) months' rent prevailing at the time of pre-termination, or forfeiture of the unused portion of any advance rental already paid by SMART to the LESSOR, whichever is lower.

If SMART courd not use the Leased Premises due to force majeure this Contract may be terminated anytime by either party and the unused portion of the advance rentals already paid shall be refunded by the LESSOR to SMART provided that SMART shall give the LESSOR a reasonable period of thirty (3) days to refund the same. For purposes of this provision, force majeure shall include fire, earthquake floods, typhoons, war actions, orders or rulings by the national government, whether national or local, or any of its agencies or instrumentalities which may adversely affect the performance of the obligations or exercise of the rights of the parties, and which could not be attributed to the fault negligence or participation of SMART of its agents and employees.

14 RETURN OF LEASED PREMISES

- a Upon the end or termination of this Contract. SMART agrees to return the physical possession of the Leased Premises in the condition in which it was delivered at the start of this Contract, reasonable wear and tear excepted and excepting further such improvements introduced by SMART.
- All trade and professional fixtures, equipment, and improvements introduced by SMART during the Lease Period shall exclusively belong to SMART and SMART shall have the right to remove all of its trade or professional fodures, equipment, device and any and all improvements introduced within the Leased Premises at the end of termination of this Contract provided that SMART shall, at its own expense repair any damage which may result from the removal of said fixtures, equipment or device or improvements. All movables, apparatus, fixtures, and equipment which are not otherwise permanently attached to the subject property or which may be removed without causing damage or destruction to the subject property shall remain the property of SMART, and shall be removed by SMART, at its own cost.
- Upon turn-over by SMART to the LESSOR, all permanent improvements introduced or made on the feased premises shall pertain and belong to the LESSOR, without any compensation. The concrete structures permanently attached to the Leased Premises and which cannot be removed without destroying them shall become property of the LESSOR at the end of the term or upon its termination.

15 SALE OF PROPERTY

a. RIGHT OF FIRST REFUSAL If during the Lease Period the LESSOR desires to self the Property covered by the Leased Premises or any portion where the Leased Premises is situated the LESSOR shall first offer the same to SMART by giving written notice of its intention to self together with the price and terms for the sale SMART may exercise its right of first refusal by giving written notice to the LESSOR of its decision to buy the Leased Premises within thirty (30) days from receipt of the written notice. If SMART fails to notify the LESSOR of its decision to exercise its right of first refusal within the thirty (30) day period, the LESSOR shall be free to self.

- the Leased Premises to any third party under at least the same terms and conditions that it was offered for sale to SMART
- b. SACE OR TRANSFER (fithe property or the Leased Premises shall be sold, transferred assigned, conveyed mortgaged or encumbered to any third party during the Lease Period, the LESSOR shall ensure that the buyer transferred assigned, mortgaged, or encumbrancer shall respect the terms of this Contract. The LESSOR shall not be released from its obligation under this Contract notwithstanding such sale, transfer assignment conveyance mortgage or encumbrance of the property unless the buyer transfered assigned, mortgaged or encumbrancer agrees in writing to be bound by the terms of this Contract and to assume all obligations of the LESSOR.
- REGISTRATION This Contract may be registered with the Registry of Deeds where the little to this property was registered and annotated at the back of the applicable Transfer Certificate of Title. All expenses necessary for the registration shall be for the account of SMAR?

17 WARRANTY. The parties warrant the 'ollowing.

- a Each of the parties hereto represents 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 execution of this Contract have been taken and/or obtained. This Contract constitutes the legal legal and binding obligations of each of the parties enforceable under its terms.
- b It is duly incorporated validly existing and in good standing under Philippine laws and has its principal office at the address written above.
- That the LESSOR is the lawful owner and/or has the full legal right, power and authority to let the Leased Premises at the time this Contract is executed.
- d. That there is no litigation claim or dispute pending or to its knowledge threatened against of affecting it or its properties, the adverse determination of which may materially adversely affect its ability to let the Leased Premises.
- That SMART shall have peaceful and continuous possession and enjoyment of the Leased Premises
- That the LESSOR shall defend 4s title or rights to the Leased Premises so that SMART may enjoy quiet and peaceable possession of the premises.
- That the LESSOR shall indemnify and hold SMART free and harmless from claims, suits proceedings actions and other demand of third parties claiming title possession or any other interest about the Leased Premises or any portion thereof and from any damages, including suits to declare the Lease illegal or unauthorized and any order, ruling or judgment rendered against SMART shall likewise be shouldered by the LESSOR.

- In the event that any of the abovementioned claims suits, proceedings actions, and other demands whether against SMART and/or LESSOR, individually and/or collectively, SMART it its option, and at any time, may suspend payment of the rental until such time that the claims, suits, proceedings, actions and other demands are resolved or settled to the satisfaction of SMART.
- 18 <u>VENUE</u>. The venue of all suits and actions arising out of or about this Contract shall be in the proper courts where the property is located or Makau City, the parties hereby waiving other applicable venues.
- 19 **NOTICE** Any mounty or information relative to this Contract shall always be relayed in writing to

LESSOR

LESSEE

STRIKE B. REVILLA

City Mayor
City Government of Baccor
Baccor City Cavite

DEBBIE M. HU

Department Head/VP-Office of Network Operations Head Smart Communications inc

- 20 NON-MODIFICATION OF TERMS AND CONDITIONS This Contract constitutes the entire Contract between the parties and cannot be changed except in writing and signed by both parties. This Contract shall be binding upon and inure to the benefit of the parties, their heirs, successors and permitted assigns. This Contract supersedes all previous Contracts, promises or representations regarding the subject matter.
- PROHIBITED GIFTS The LESSOR nor any of its representatives will not directly or indirectly pay, offer or authorize payment of any monies or anything of value (either in the form of compensation, gift, contribution or otherwise) to any person or firm employed by or acting for or on behalf of SMART to induce or reward such person's or firm's action or decision about this Contract (any such payment being a Prohibited Payment). Any violation of this provision shall grant SMART the right to require the return of any and all monies paid by SMART to the LESSOR with interest thereon at the rate of two percent (2%) per month computed from the start of this Contract and/or to declare this Contract resonded or terminated.
- 22 <u>DISCLOSURE</u>. In the interest of transparency and in compliance with SMART's Corporate Governance Policies especially the Conflict of Interest Policy LESSOR hereby discloses the following
 - LESSOR has no existing or previous close personal or business affiliation or relationship with SMART Director Employee or Consultant;
 - LESSOR has no relative of up to 3° degree in SMART, whether by consangularly, affinity or legal adoption
 - In the event that LESSOR would become aware of such a relationship or affiliation LESSOR would immediately disclose it to

SMART and take further steps, actions or measure to comply with other requirements as may be prescribed by SMART:

d LESSOR acknowledges the authority of SMART to determine and impose the appropriate sanction in the event of LESSOR's violation or non-compliance with its Conflict of Interest Policy including declaring this a breach of Contract

IN WITNESS WHEREOF, the parties have hereunto signed these presents on the date and at the place above written

CITY GOVERNMENT OF BACCOR INC. Lessor		SMART COMMUNICATIONS,
Ву	θу	
HON, STRIKE B. RÉVILLA City Mayor		DEBBI M. HU Department Head 1 VP-Office of Network Operations Head
SIGNED IN THE PI	RESEN	ICE OF

REPUBLIC OF THE PHILIPPINES (CITY OF SACOOR 1) S.S.

ACKNOWLEDGMENT

BEFORE ME, a appeared.	Notary Public in and for the	personally
Name	Competent Proof of Identity / ID Number	Validate Date : Place 'ssued
STRIKE B. REVILLA	Passport ID P8991785B	16 February 2032 / DFA Manila
DEBBIM. HU	Pmlippme Passport P7343910A	26 May 2028 / DEA NOR East
their identifies, personal appearing on each pay were voluntarily affixed and deed.	ally appeared before me and att ge of the foregoing instrument of I by them and that the instrume HAND AND SEAL on this	oregoing competent evidence of tested to me that their signatures consisting of
Doc No Page No Book No Series of 202_		