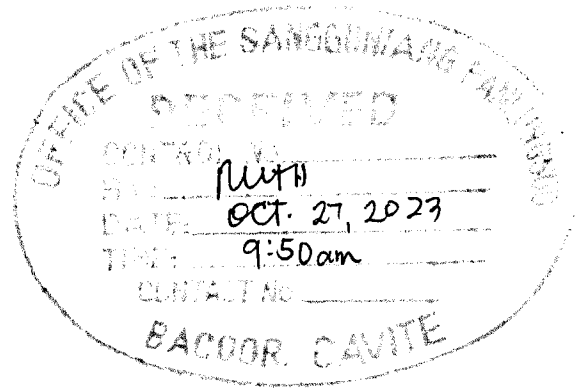




Republic of the Philippines  
Province of Cavite  
City of Bacoor



## 5<sup>th</sup> SANGGUNIANG PANLUNGSOD

### Committee on Games and Amusement

#### COMMITTEE REPORT

GAA No. 009 PCR No. 410-2023

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Subject: ***REQUEST FOR ISSUANCE OF A RESOLUTION REGARDING THE REQUEST OF METROPOLITAN GAMING AND TRADING CORPORATION TO CONDUCT BUSINESS IN THE CITY OF BACoor, CAVITE. PCR 410 - 2023 dated October 09, 2023.***

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During the 65<sup>th</sup> Regular session of the 5<sup>th</sup> Sangguniang Panlungsod of the City of Bacoor, Cavite, the Committee on Games and Amusement chaired by Hon. Michael E. Solis discussed the above-mentioned subject matter.

#### **FINDINGS:**

The Committee respectfully reports that:

1. The Metropolitan Gaming and Trading Corporation requests to conduct business in the City of Bacoor under the categories of E-Bingo, E-Games, and other PAGCOR gaming activities, as well as PCSO lottery and other gaming activities:
2. Metropolitan Gaming and Trading Corporation is a new company in the gaming industry, with a clean record of responsible and ethical operations and is committed to provide high-quality entertainment options to the public while adhering to all relevant laws and regulations:
3. the Metropolitan Gaming and Trading Corporation have six locations in the City of Bacoor where they plan to operate business activities:
4. The Metropolitan Gaming and Trading Corporation will comply with all the necessary documents and permit to operate.



Republic of the Philippines  
Province of Cavite  
City of Bacoor

## 5<sup>th</sup> SANGGUNIANG PANLUNGSOD

### RECOMMENDATION:

After a thorough review, the Committee recommends to **APPROVE** the proposed City Resolution regarding the request of Metropolitan Gaming and Trading Corporation to conduct Business in the City of Bacoor, Cavite.

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

Signed this 23th day of October 2023 at the City of Bacoor, Cavite.

### Committee on Games and Amusement

**COUN. MICHAEL E. SOLIS**  
Chairman

**COUN. ROBERTO L. ADVINCULA**  
Vice Chairman

**COUN. ALDE JOSELITO F. PAGULAYAN**  
Member

**COUN. ADRIELITO G. GAWARAN**  
Member



Republic of the Philippines  
Province of Cavite  
City of Bacoor

## 5<sup>th</sup> SANGGUNIANG PANLUNGSOD

Committee on Games and Amusement

### COMMITTEE HEARING MINUTES

GAA No. 009 PCR No. 410 - 2023

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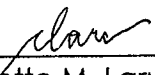
Subject: REQUEST FOR THE ISSUANCE OF A RESOLUTION REGARDING THE REQUEST OF METROPOLITAN GAMING AND TRADING CORPORATION TO CONDUCT BUSINESS IN THE CITY OF BACOR, CAVITE. PCR No. 410 - 2023 dated October 09, 2023.

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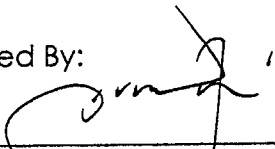
The 65<sup>th</sup> Regular Session started of the 5<sup>th</sup> Sangguniang Panlungsod. The Presiding Officer Vice Mayor Rowena Bautista Mendionla referred the above - mention subject matter to Hon. Michael E, Solis, Chairman of Committee on Games and Amusement.

Hon. Solis manifested that the Metropolitan Gaming and Trading Corporation comply with all the necessary documents and permit to operate. The said resolution was declared approved by Chair, upon the motion of Hon. Solis which was unanimously seconded by the Council.

Prepared By:

  
\_\_\_\_\_  
Rosette M. Larua  
Local Leg. Staff 1

Attested By:

  
\_\_\_\_\_  
**COUN. MICHAEL E. SOLIS**  
Chairman



Republic of the Philippines  
Province of Cavite  
**CITY OF BACOOR**

*Office of the Mayor*

Atty  
Oct 5, 2023  
11:57

October 4, 2023

**HON. ROWENA BAUTISTA-MENDIOLA**  
City Vice Mayor of Bacoor  
Bacoor Government Center  
Bacoor, Cavite

**Thru:** Atty. Khalid A. Atega, Jr.  
Sangguniang Panlungsod Secretary

**Subject:** Request for issuance of appropriate measure regarding the request from Metropolitan Gaming and Trading Corporation to conduct business in the City of Bacoor

Dear Hon. Bautista-Mendiola:

Consonant with the provision of Section 458 of Republic Act No. 7160 that grants the Sangguniang Panlungsod the power, among others, to grant franchises, enact ordinances levying taxes, fees and charges upon such conditions and for such purposes intended to promote the general welfare of the inhabitants of the city and to regulate any business, occupation, or practice of profession or calling and the conditions under which the license for said business or practice of profession may be issued or revoked, I hereby endorse to your good office the letter, dated 4 October 2023 from Metropolitan Gaming and Trading Corporation relative to its intention to conduct business in the City of Bacoor, for the appropriate and necessary actions by the esteemed members of the Sangguniang Panlungsod.

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

Sincerely yours,

Office of the Mayor **Strike**  
Strike B. Revilla



SBR20231844

**STRIKE B. REVILLA**  
City Mayor

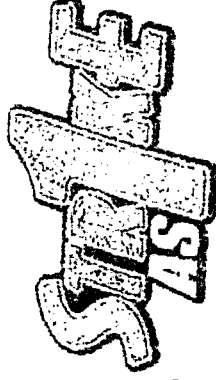


Address: Bacoor Government Center, Bacoor Blvd., Brgy. Bayanan, City of Bacoor, Cavite  
Telephone: 434-1111 Website: www.bacoor.gov.ph

SCAN ME



Republic of the Philippines  
Province of Cavite  
**CITY OF BACOOR**  
Office of the City Mayor



Reference No. 2023- 7264

Date 10-04-23

- |             |                                      |                                     |  |   |
|-------------|--------------------------------------|-------------------------------------|--|---|
| Endorsement | <input type="checkbox"/> Follow-up   | <input type="checkbox"/> Invitation | <input type="checkbox"/> Proposal/Business               | <input type="checkbox"/> For Approval/Signature |
| Report      | <input type="checkbox"/> Information | <input type="checkbox"/> Legal      | <input checked="" type="checkbox"/> Request/Solicitation | <input type="checkbox"/> Others                 |

IA. EMMANUEL VILLONES

REQUESTING FOR ENDORSEMENT OF METROPOLITAN GAMING & TRAINING CORP.

Remarks:

- endorsement letter at the last page of

to Dennis Abadla



## METROPOLITAN GAMING AND TRADING CORP.

04 October 2023

FOR : **HON. STRIKE B. REVILLA**  
City Mayor  
City Government of Bacoor

Subject : **REQUEST FOR ENDORSEMENT OF METROPOLITAN  
GAMING AND TRADING CORP.**

Dear Mayor Revilla:

I am writing to <sup>request</sup> your endorsement for our company, Metropolitan Gaming and Trading Corp., to conduct business in the City of Bacoor under the categories of E-bingo, E-games, and other PAGCOR gaming activities, as well as PCSO lottery and other gaming activities. <sup>1</sup>

<sup>2</sup> Metropolitan Gaming and Trading Corp. is a new company. We are a new company in the gaming industry, with a clean record of responsible and ethical operations. Our company is committed to ~~providing~~ <sup>provide</sup> high-quality entertainment options to the public while adhering to all relevant laws and regulations.

We are pleased to inform you that we have identified six locations in the City of Bacoor where we plan to operate our business activities. These locations are:

1. New City Hub Building, Tirona Hi-way, Barangay Habay 1, City of Bacoor, Cavite.
2. Bacoor Public Market, Barangay Zapote IV, City of Bacoor, Cavite. and
3. JC UMEREZ PRIME BDLG. Molino Road Cor. Macaria Ave. Brgy. Molino 2 City of Bacoor Cavite.
4. Revilla Business Park Brgy. Habay 2 City of Bacoor Cavite.
5. Puregold Brgy. Molino 4 City of Bacoor Cavite.
6. Lagman and Garcia BLDG. BRGY Molino 3 City of Bacoor Cavite.

D' New City Hub, Tirona Hi-  
way, Brgy. Habay 1. Bacoor,  
Cavite 4102

We believe that our proposed business activities will contribute to the economic growth of the City of Bacoor and provide employment opportunities for its residents. Our operations will also generate revenue for the city government through taxes and other fees.

With your endorsement, we will be able to secure the necessary permits and licenses to operate in Bacoor and begin providing our services to the public. We assure you that we will operate in a responsible and ethical manner, and we will cooperate fully with the city government to ensure compliance with all relevant regulations.

Thank you for your consideration of our request. We look forward to the opportunity to contribute to the growth and development of the City of Bacoor.

Sincerely,



**EMMANUEL VILLONES**

*Authorized Representative*

Metropolitan Gaming and Trading Corp.



Republic of the Philippines  
Province of Cavite  
CITY OF BACOR  
**BARANGAY HABAY II**



## CERTIFICATION

This is to certify that, according to the records and findings of this office the property located at **Revilla Business Park Barangay Habay II City of Bacoor, Cavite** is not within three hundred (300) meters of the following:

1. Duly registered school or education institution;
2. Places of work ship and/or stand along churches;
3. Enclosed establishments where cockfighting is conducted in accordance with Philippine law or regulations, horse – racing outlets;
4. Racket racks constructed or conducting horse races betting either on the results of the races or other forms of gaming derived therefrom and either directly or by means of any mechanical, electrical and or computerized totalizator pursuant to applicable laws and regulations;
5. Marketplaces dedicated to the service of the general public and is operated under government control and supervision as a public whether it be owned by the government or any instrumentality thereof or by any private individual.
6. Informal settler communities or groups individuals who own and occupy houses, structures, construction and other encroachments on lands without the express consent of the landowner and who have no sufficient income for legitimate housing.
7. Resettlement areas or areas identified by the National Government or by the City of Bacoor with respect to areas within its jurisdiction which shall be used for the relocation of the underprivileged and homeless.

This certificate is issued upon the request of **METROPOLITAN GAMING AND TRADING CORP.** for whatever legal purpose may itserve.

Issued this 8<sup>TH</sup> day of May 2023 at Habay II, City of Bacoor, Province of Cavite.

**RAMON N. BAUTISTA**  
Punong Barangay



SCAN ME







Republic of the Philippines  
Province of Cavite  
City of Bacoor



**BARANGAY MOLINO II**

**Office of the Punong Barangay**

(046) 477-1538

OFFICIAL LETTERHEAD OF BARANGAY MOLINO II - BACOOR CITY OFFICIAL LETTERHEAD OF BARANGAY MOLINO II - BACOOR CITY OFFICIAL LETTERHEAD OF BARANGAY MOLINO II - BACOOR CITY OFFICIAL LETTERHEAD OF BARANGAY MOLINO II - BACOOR CITY OFFICIAL LETTERHEAD

## CERTIFICATION

This is to certify that, according to the records and findings of this office, the property located at **JC UMEREZ PRIME HOLDING CORP. BLDG. MOLINO RD. COR. MACARIA AVE. BRGY. MOLINO II, CITY OF BACOOR, CAVITE, PHILIPPINES** is not within three hundred (300) meters of the following:

1. Duly registered schools or educational institutions;
2. Places of worship and/or stand-alone churches;
3. Enclosed establishments where cockfighting is conducted in accordance with Philippine law or regulations, horse-racing outlets;
4. Racetracks constructed or conducting horse races with betting either on the results of the races or other forms of gaming derived therefrom, and either directly or by means of any mechanical, electrical, and/or computerized totalizator pursuant to applicable laws and regulations;
5. Marketplaces dedicated to the service of the general public and is operated under government or any instrumentality thereof or by any private individual.
6. Informal settler communities or groups of individuals who own and occupy houses, structures, constructions and other encroachments on lands without the express consent of the land owner and who have no sufficient income for legitimate housing.
7. Resettlement Areas or areas identified by the National Government, or by the City of Bacoor with respect to areas within its jurisdiction, which shall be used for the relocation of the unprivileged and homeless.

This certificate is issued upon the request of **METROPOLITAN GAMING AND TRADING CORP.** and for whatever legal purpose it may serve.

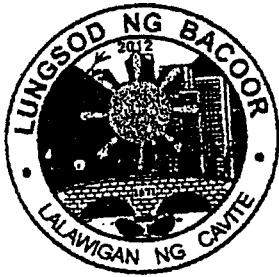
Issued this 11<sup>th</sup> day of May, 2023 at the Office of the Punong Barangay, Barangay Molino II, City of Bacoor, Cavite

**MICHAEL J. SAQUITAN**  
**PUNONG BARANGAY**

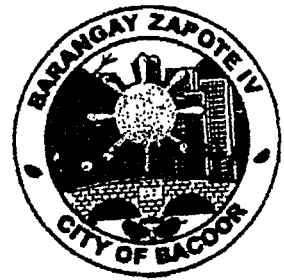


barangaymolinoii@gmail.com

www.facebook.com/supermanaserbisyo



Republic of the Philippines  
 Province of Cavite  
 City of Bacoor  
**Barangay Zapote IV**  
 Tel. No. (046) 852-8812



## CERTIFICATION

**HON. CORAZON F. SAN JUAN**  
 Barangay Captain

**JOSEPHINE O. TORRES**  
 Councilor

**GENEROSO G. MIRANDA**  
 Councilor

**MARLON G. TIGAS**  
 Councilor

**MARVIN M. JIMENEZ**  
 Councilor

**PAULO B. MALIKSI**  
 Councilor

**BENEDICT CARL F. SAN JUAN**  
 Councilor

**FRANCISS LAWRENCE A. PASCUAL**  
 Councilor

**KEITH DANIELLE L. HENEGA**  
 SK Chairman

**QUEENIE ANNE A. MAGPANTAY**  
 Barangay Secretary/LIXZC

**ROLANDO M. ASUNCION**  
 Barangay Treasurer

This is certify that, according to the records and findings of this Office, the property located at Bacoor Public Market Barangay Zapote IV Bacoor City of Cavite is not within three hundred (300) meters of the following:

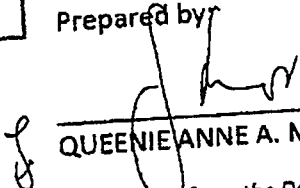
1. Duly registered school or educational institution;
2. Places of workshop and/or stand alone churches;
3. Enclosed establishments where cockfighting is conducted in accordance with Philippine law or regulations, horse-racing outlets;
4. Racketracks constructed or conducting horse races with betting either on the results of the races or other forms of gaming derived therefrom, and either directly or by means of any mechanical, electrical, and/or computerized totalizer pursuant to applicable laws and regulations;
5. Marketplaces dedicated to the service of the general public and is operated under government control and supervision as a public whether it be owned by the government or any instrumentality thereof or by any private individual.
6. Informal settler communities or groups of individuals who own and occupy houses, structures, constructions and other encroachments on lands without the express consent of the landowner and who have no sufficient income for legitimate housing.
7. Resettlement areas or areas identified by the National Government, or by the City of Bacoor with respect to areas within its jurisdiction, which shall be used for the relocation of the underprivileged and homeless.

This Certificate is issued upon the request of METROPOLITAN GAMING AND TRADING CORP. for whatever legal purpose it may served.

Issued this 4<sup>th</sup> of MAY 2023 at Barangay Zapote 4, City of Bacoor, Province of Cavite.

Prepared by

Approved by:

  
 QUEENIE ANNE A. MAGPANTAY

  
 HON. CORAZON F. SAN JUAN

Note: Valid for three (3) months from the Date of Issue. Not Valid without Dry Seal



SCAN ME



Republic of the Philippines  
Province of Cavite  
CITY OF BACOOR



## BARANGAY MOLINO IV

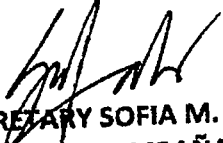
# CERTIFICATION

This is to certify that according to the records and findings of this Office, the property located at Puregold, Barangay Molino IV, City of Bacoor, Province of Cavite is not within three hundred (300) meters of the following:

1. Duly registered schools or educational institution;
2. Places of worship and/or stand alone churches;
3. Enclosed establishments where cockfighting is conducted in accordance with Philippine Law or regulations, horse-racing outlets;
4. Racetracks constructed on conducting horse races with betting either on the results of the races or other forms of gaming derived therefrom, and either directly or by means of any mechanical, electrical, and/or computerized totalizator pursuant to applicable laws and regulations;
5. Marketplaces dedicated to the service of the general public and is operated under government control and supervision as a public utility, whether it be owned by the government or any instrumentality thereof or by any private individual.
6. Informal settler communities or groups of individuals who own and occupy houses, structures, constructions and other encroachments on lands without the express consent of the landowner and who have no sufficient income for legitimate housing.
7. Resettlement Areas or areas identified by the National Government, or by the City of Bacoor with respect to areas within its jurisdiction, which shall be used for the relocation of the underprivileged and homeless.

This Certificate is Issued upon request of **METROPOLITAN GAMING AND TRADING CORP** as requirement for the Issuance of Permit to Operate Business.

Issued this 11<sup>th</sup> day of May 2023 at the Brgy. Hall, Brgy Molino IV, City of Baccor, Province of Cavite.

  
BARANGAY SECRETARY SOFIA M. PARDO  
FOR: JEFFREY P. CAMPAÑA  
Punong Barangay



**STRIKE**  
**AS1**



Republic of the Philippines  
Province of Cavite  
CITY OF BACOR

**BARANGAY HABAY 1**

☎ (046) 440-0848 | 537-0382    📱 BrgyHabayUno



**HON. ROBERT V. CASTILLO**  
Barangay Captain

**BARANGAY COUNCIL**

**WILFREDO P. CARIÑO SR.**  
*Committee on Appropriation*

**LOUISITO E. SOLIS**  
*Committee on Sports*

**RODOLFO S. SOLIS JR.**  
*Committee on Public Welfare and Safety |  
Transportation, Communication and Public Services*

**DENNIS P. DANDAN**  
*Committee on Peace and Order | Justice and  
Human Rights*

**DANILO H. ADRIANO**  
*Committee on Health | Women, Family, Senior  
Citizen and Mian*

**ENRICO C. SOLIS**  
*Committee on Environment Protection and Waste  
Management*

**EMILIANO U. AGUSTIN**  
*Committee on Ways and Means | General Services*

**PRINCE ALLEN G. ARAGON**  
SK Chairman

**ROCHELLE P. BITAO**  
Barangay Secretary

**MA. GRIZELDA M. AMADOR**  
Barangay Treasurer

**CERTIFICATION**

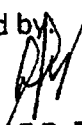
This is to certify that, according to the records and findings of this Office, the property located at New City Hub Building Tirona Hi-way Barangay Habay I Bacoor City of Cavite is not within three hundred (300) meters of the following:

1. Duly registered schools or educational Institution;
2. Places of worship and/or stand alone churches;
3. Enclosed establishments where cockfighting is conducted in accordance with Philippines law or regulations, horse racing outlets;
4. Racetracks constructed or conducting horse races with betting either on the results of the races or other forms of gaming derived therefrom, and either directly or by means of any mechanical, electrical, and/or computerized totalizator pursuant to applicable laws and regulation;
5. Marketplaces dedicated to the service of the general public and is operated under government control and supervision as a public utility, whether it be owned by the government or any instrumentality thereof or by any private individual;
6. Informal settler communities or groups of individuals who own and occupy houses, structures, constructions and other encroachments on lands without the express consent of the landowner and who have no sufficient income for legitimate housing.
7. Resettlement Areas or areas identified by the National Government or by the City of Bacoor with respect to areas with its jurisdiction, which shall be used for the relocation of the underprivileged and homeless

This certification is issued upon request of METROPOLITAN GAMING AND TRADING CORP. for whatever legal purpose it may served.

Issued this 4<sup>th</sup> of May 2023 at Barangay Habay I, City of Bacoor, Province of Cavite.

Prepared by

  
**ROCHELLE P. BITAO**  
Barangay Secretary

Approved by:

  
**HON. ROBERT V. CASTILLO**  
Barangay Captain



SCAN ME



Republic of the Philippines  
Province of Cavite  
City of Bacoor  
**BARANGAY MOLINO III**  
Tel. No.: (046) 438-5705



# CERTIFICATION

TO WHOM IT MAY CONCERN:

THIS IS TO CERTIFY that, according to the records and findings of this Office, the property located at **LAGMAN – GARCIA BUILDING** Barangay Molino III, City of Bacoor, Cavite is not within three hundred (300) meters of the following:

1. Duly registered schools or educational institutions;
2. Places of worship and/or stand-alone churches;
3. Enclosed establishments where cockfighting is conducted in accordance with Philippine law or regulations, horse-racing outlets;
4. Racetracks constructed or conducting horse races with betting either on the results of the races or other forms of gaming derived therefrom, and either directly or by means of any mechanical, electrical, and/or computerized totalizator pursuant to applicable laws and regulations;
5. Marketplaces dedicated to the service of the general public and are operated under government control and supervision as a public utility, whether it be owned by the government or any instrumentality thereof or by any private individual.
6. Informal settler communities or groups of individuals who own and occupy houses, structures, constructions and other encroachments on lands without the express consent of the landowner and who have no sufficient income for legitimate housing.
7. Resettlement Areas or areas identified by the National Government, or by the City of Bacoor with respect to areas within its jurisdiction, which shall be used for the relocation of the underprivileged and homeless.

This certification is issued upon the request of Metropolitan Gaming and Trading Corporation for whatever legal purpose it may serve.

Issued this 13<sup>th</sup> day of May 2023 at the Sangguniang Barangay Molino III, City of Bacoor Cavite.

HON. APOLONIO *D* ADVINCULA, JR.  
Barangay Captain



NOT VALID WITHOUT SEAL



**MAGINITY MAP**

**THE MIRON AVENUE**

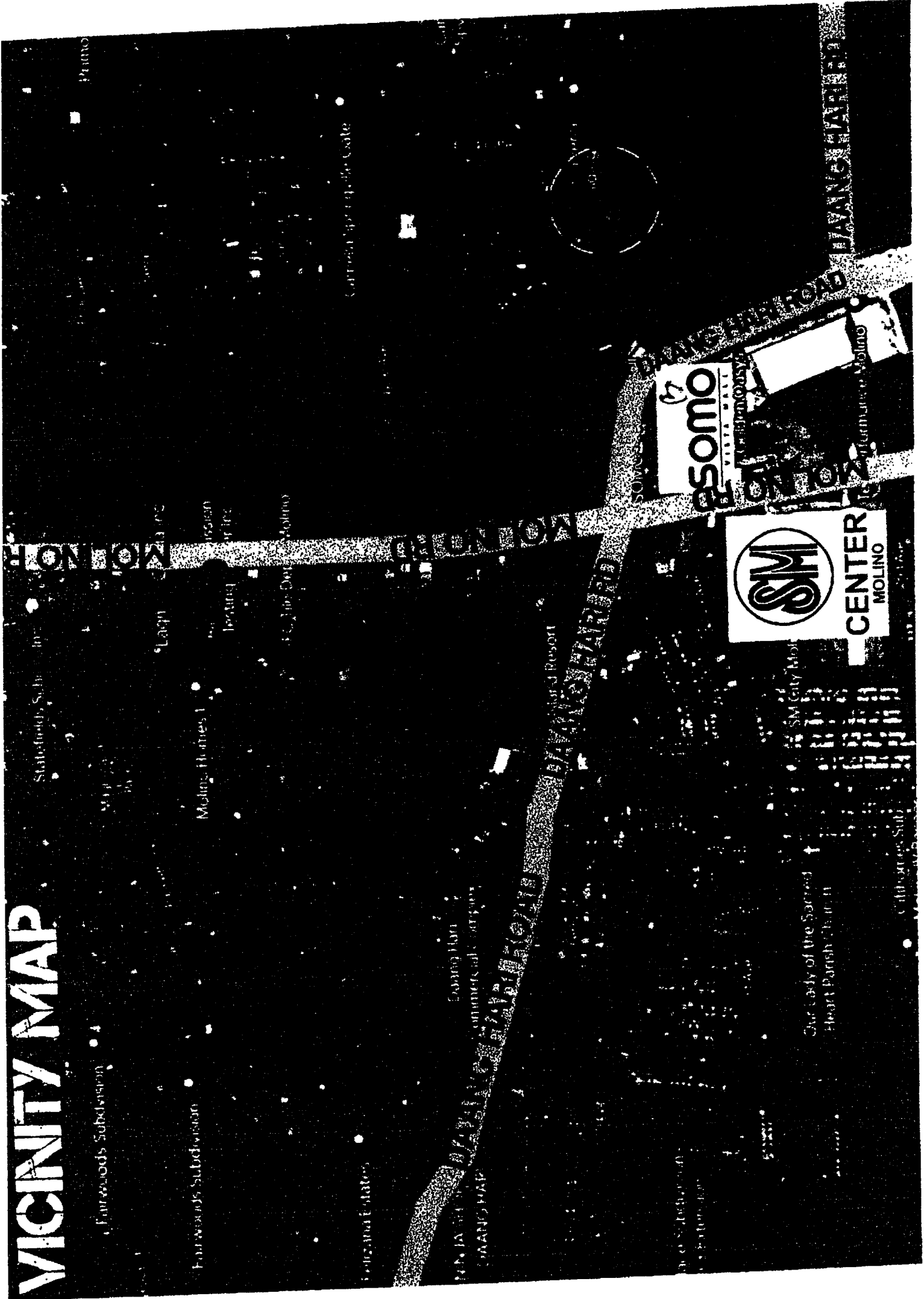
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**ACTIVATED POLYMER**



**ACTIVATED**

# VICINITY MAP



Fairwinds Subdivision

Fairwinds Subdivision

Orange and dates

Orange and dates

Orange and dates

Statefieldy Sch

Molina

Molina

Laguna

Leaving

Los Angeles

California State Capitol

ESOMO

SM CENTER MOLINO

Our Lady of the Sacred Heart Parish

California Sub







VICINIDAD MAT  
MOLINO 4



SOMO

BARBARI

MOLINO 4



# VICINITY MAP

TIRONA HWY II

TIRONA HWY



AGUINALDO HWY

AGUINALDO HWY

REPUBLIC OF THE PHILIPPINES )

) S. S.

**UNDERTAKING**

I, EMMANUEL T. VILLONES, of legal age, /single/married, Filipino, and a resident of 122 KALINGA COMPOUND BRGY. BAYANAN BACCOOR CITY OF CAVITE, after having been duly sworn to in accordance with law, do hereby depose and state that:

1. I am the authorized representative of METROPOLITAN GAMING AND TRADING CORPORATION (MGTC), a corporation duly existing in accordance with the laws of the Republic of the Philippines, with postal address at #3 Jovan Street, Silver Homes 1 Real II Bacoor, Cavite. A copy of the Board Resolution No. 01-2023-05-09 is hereto attached and marked as ANNEX "A".
2. I am authorized by MGTC to transact and make official business with the concerned office of the Local Government Unit of the City of Bacoor (LGU-Bacoor), and any/all its allied and concerned offices, and other public and private entities, to make payments to the aforementioned public and private entities, to execute, sign, deliver, and receive all documents, letters, and other writings of whatever nature or kind, execute and perform any and all acts necessary for the purpose of processing the necessary gaming license/s and/or permit/s for the conduct, operation, and management of Perpetual E-bingo, E-games, and/or other activities regulated by the Philippine Amusement and Gaming Corporation (PAGCOR) as well as Small Town Lotteries and/or other gaming operations regulated by the Philippine Charity Sweepstakes Office (PCSO), within the Corporation's properties located herein as follows:
3. In line with our application/s with the LGU-Bacoor and other public or private entities, the MGTC hereby undertakes to pay all legal fees as well as to abide by all laws, ordinances, rules and/or regulations relevant to the said application/s with the abovementioned government bodies and/or agencies.
4. I am executing this document to attest to the truth of the foregoing.

18 MAY 2023

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my signature this \_\_\_ day of \_\_\_\_\_, 2023 at BACCOOR CITY.

  
EMMANUEL T. VILLONES  
Affiant

18 MAY 2023

SUBSCRIBED AND SWORN to before me this \_\_\_ day of \_\_\_\_\_, 2023 at BACCOOR CITY, affiant personally appeared before me and exhibited to me his competent evidence of identity which is a \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_.

Doc. No. 370  
Page No. 28  
Book No. 111  
Series of 2023.

ATTY. LUISITO J. GAUDIER  
NOTARY PUBLIC  
Notary Public  
Application No. 2002-14  
PTR No. 2432394 / 01-04-23 / Cavite  
IBP No. 271108 / 01-05-23 / Cavite  
Roll No. 53646  
Ester Baquir Bldg. Tabing Dagat Bacoor, Cavite  
MCLE Compliance No. V-0001274, 12/05/2016  
Until December 31, 2024

## CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

01 APR 2023

That this CONTRACT OF LEASE, made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023 at Bacoor, Cavite Philippines, by and between:

**MIRANDA-SANTOS PROPERTY DEVELOPMENT INC.**, a commercial establishment located at Tirona Highway Bacoor, Cavite, represented by its operations Manager, **MANOLO GALVEZ JR.** hereinafter known and referred to as the **LESSOR**;

-and-

**METROPOLITAN GAMING AND TRADING CORP.**, a business/commercial enterprise/corporation and presented herein by **Emmanuel T. Villones**, Filipino, of legal age, and residing at #122 Kalinga Compound, Brgy. Bayanan, City of Bacoor, Cavite, hereinafter referred to as the **LESSEE**.

WITNESSETH:

**WHEREAS**, the LESSOR is the owner of a **COMMERCIAL ESTABLISHMENT** situated at **TIRONA HIGHWAY, Bacoor, Cavite** and hereinafter referred to as the "**LEASED PREMISES**"

**WHEREAS**, the LESSEE is desirous of leasing from the LESSORS **eight (8) unit/units** of the leased premises and the LESSORS are willing to lease the same for the rental price and under the terms and conditions herein provided

**NOW, THEREFORE**, for and in consideration of the above premises and the mutual covenants and stipulations hereinafter contained, the parties have hereto agreed as follows:

1. **TERM OF LEASE:** This Lease shall be for a period of **ten (10) years** commencing on **May 01, 2023** and expiring on **April 30, 2033** renewable upon such terms and conditions under a new contract of lease agreed upon and executed by the parties;

If at the expiry date of this Contract, the LESSEE fails and/or refuses to sign/execute a renegotiated terms/conditions of a new Lease Contract and the LESSORS tolerates/allows the LESSEE continued occupancy, it is agreed that the tenancy is on a month-to-month basis only, regardless of any change/adjustment on the monthly rental. Consequently, the LESSEE hereby agrees that a month's notice to vacate is sufficient basis for eviction.

2. **RENTAL:** The monthly rental for the leased premises shall be **ONE HUNDRED FIFTY THOUSAND PESOS (Php 150,000.00) inclusive of 12 % E-Vat** for the whole term of the lease; monthly rental shall be payable every 5<sup>th</sup> of the month **without need of demand.**



**PROVIDED**, that the monthly rentals shall be subject to a yearly adjustment and increase equivalent to TEN PERCENTUM (10%) of the stipulated rent, regardless of the actual period stipulated for the term of the lease as provided under this Contract of Lease.

**PROVIDED FURTHER**, that tenants subject to NON-VAT classification/exemption on their rentals shall duly submit their proper Certification/Permit thereto to the Management for its compliance under said classification;

**PROVIDED FINALLY**, that tenants whose lease are on a month to month basis as provided under paragraph 1 hereof shall likewise be subject to such fixed yearly increase on monthly rentals due.

3. **DEPOSIT:** The LESSEE shall pay upon execution of this contract the amount of **ONE HUNDRED FIFTY THOUSAND PESOS (P 150,000.00)** for 1 month, as security deposit and the amount of **ONE HUNDRED FIFTY THOUSAND PESOS (P 150,000.00)** representing 1 month advance rental. The deposit shall remain intact during the whole term of the Lease and the LESSEE is expressly prohibited to draw upon and apply any portion of the deposit to cover any arrears or late rental payment.

In case the LESSEE, pre-terminates the contract without fault on part of the LESSOR, the deposit shall be forfeited in favor of the LESSOR as compensation for its loss income.

4. **USE OF LEASED PREMISES:** The Leased premises shall be use as \_\_\_\_\_, the LESSEE is strictly prohibited to SUB LEASE any portion of the leased premises and violation of the same shall constitute proper ground to terminate this Contract of Lease by the LESSORS. The LESSEE may construct on the leased premises any and all such improvements as maybe needed and/or beneficial for its business for its own account and expense. Such improvement will inure to LESSORS benefit upon expiration of the contract without compensation to the LESSEE and the LESSEE is expressly prohibited from removing any improvement introduced on the leased premises.

5. **PROMPT PAYMENT OF RENTAL:** In the event of delayed monthly rentals for at least two (2) consecutive or cumulative months, the LESSORS have the option to terminate this Contract of Lease without any court action and to enter and take possession of the leased premises without prior notice to the LESSEE.

6. **UTILITIES:** The LESSEE shall for her exclusive account pay all water, electric, telephone and other public utility used in the leased premises. The LESSEE shall settle and pay all accrued utility bills within two (2) days from receipt of the proper Statement of Account from the Management.

7. **WAIVER:** The LESSEE hereby acknowledges that the leased premises are in good and tenantable condition and agrees to keep the same in such good and habitable condition.

- **PROVIDED**, that LESSEE shall comply with any and all laws, ordinances, regulations or orders of the National or City Government arising from or regarding the use, occupation and sanitation of the leased premises. Failure to comply with said law ordinances, regulations or orders should be at the exclusive risk and expense of said LESSEE.

**PROVIDED FINALLY**, that LESSEE shall obey and comply with the stated HOUSE RULES set forth by Management, including any and all other rules and regulations that may be issued and implemented, from time to time, or as safety, health and security reasons may warrant;


8. **SPECIAL CONDITIONS:** THE LESSEE or his/her personnel are prohibited from sleeping overnight in the Leased premises after its closure from its daily operation . Further, LESSEE hereby holds the LESSOR free and harmless from any liability arising from any crime committed in the Leased premises or in the immediate vicinity thereof.

9. **BREACH OF CONDITION:** That in case of non-payment of the rental herein stipulated, or any violation of any condition of this Contract, gives the LESSOR the right to terminate this Agreement upon serving prior notice to the LESSEE.

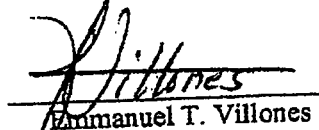
In case of litigation venue shall be in the courts of Bacoor, Cavite to the exclusion of any other venue , wherein the LESSOR is entitled to liquidated damages , attorneys fee and cost of the suit.

IN WITNESS WHEREOF, the parties hereto have signed these presents this \_\_\_\_ day of \_\_\_\_\_ in Bacoor, Cavite, Philippines.

FOR: MIRANDA-SANTOS PROPERTY  
DEV'T. INC.:

  
Manolo S. Galvez, Jr.  
LESSOR

FOR: METROPOLITAN GAMING  
AND TRADING CORP.

  
Emmanuel T. Villones  
LESSEE

Signed in the Presence of:

\_\_\_\_\_

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

BACOR CITY

) S.S.

01 APR 2023

BEFORE ME, a Notary Public for and in BACOR CITY, this \_\_\_ day of \_\_\_\_\_, 2023, personally came and appeared MANOLO GALVEZ JR. with Community Tax Certificate No. \_\_\_\_\_ issued at \_\_\_\_\_, and EMMANUEL T. VILLONES with Community Tax Certificate No. \_\_\_\_\_ issued at \_\_\_\_\_ Issued on \_\_\_\_\_ known to me and to me known to be the same persons who executed the foregoing instrument which they acknowledged before me as their free and voluntary act and deed.

WITNESS MY HAND AND SEAL this \_\_\_ day of 01 APR 2023, 2023 at BACOR CITY.

Doc. No. 33 ;  
Page No. 8 ;  
Book No. 101 ;  
Series of 2023.

ATTY. ANTONIO T. NICOLAS  
Notary Public

Until December 30, 2023  
Attorney's Reg. No. 27875

Pres. No. 2492303 / 01-0-23 / Bacoor City Cavite  
IB# No. 271882/01-3-23 / Cavite City Chapter  
MCLE No. VII-001370  
025 Pagtakhan, St. Poblacion Bacoor City, Cavite

*W. A. ...*



# JC UMEREZ PRIME HOLDINGS CORP.

## CONTRACT OF LEASE

### KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into this 10 day of MAY, 2023, in Bulacan, Philippines, by and between.

JC UMEREZ PRIME HOLDINGS CORP. Represented by its President MS. JULIETA C. UMEREZ, of legal age, single/married, Filipino, with principal office and business address at Lot 31 & 33, Pecsonville Subd., Quirino Highway, Tungkong Mangga, City of San Jose del Monte, Bulacan, Philippines, hereinafter called the LESSOR;

-and-

METROPOLITAN GAMING AND DEVELOPMENT CORPORATION, a corporation duly organize and existing under the laws of the Philippines and with a business address at 122 Kalinga Compound, Brgy. Bayanan, Bacoor City Cavte Philippines, and represented herein by EMMANUEL T. VILLONES and hereinafter referred to as the LESSEE.

### WITNESSETH:

That for and in consideration of the payment of the rent and of the compliance of all conditions and covenants hereinafter contained, the LESSOR has agreed to lease, let and demise, as it does hereby lease, let and demise unto the LESSEE, and the latter has agreed to accept, as he/she/it does hereby accept under lease, the premises known and designated as, **JC UMEREZ PRIME HOLDINGS CORP. BLDG., Lot 31 & 33 Pecsonville Subd., Quirino Hiway, Tungkong Mangga, City of San Jose Del Monte, Bulacan**, under the following covenants and conditions:

1. The LESSEE shall pay in advance within the first five (5) days of each month, at the office of the LESSOR or its agent, a monthly rent of FIFTY-TWO THOUSAND FIVE HUNDRED PESOS (P 52,500.00), plus (12% VAT) less % (W/Tax) equals net monthly rental (P 56,175) Philippine Currency, for the first two (2) years of this lease. On the third year, the monthly rent shall be escalated or increased at the rate of \_\_\_ percent (\_\_\_%). The monthly rental shall be paid without necessity of demand. No rentals shall be recognized as having been paid unless evidenced by the official receipt of the LESSOR and/or its agent. Neither shall payment of rentals made by the LESSEE to unauthorized persons be recognized.

Without prejudice to the exercise by the LESSOR of its rights herein, the LESSEE shall pay to the LESSOR interests at the rate to THREE (3%) percent a month on any monthly rental not paid on time from the date of delinquency.

The monthly rental aforementioned is the net monthly rental that will accrue to the LESSOR. The LESSEE shall issue annually twelve (12) post-dated checks until the expiration of the contract.

2. Upon execution of this Contract or occupancy of the premises the LESSEE shall deposit in cash to the LESSOR an amount equivalent to THREE (3) months rental of the leased premises, which deposit shall answer for and be forfeited as liquidated damages for any violation by the LESSEE of any of the terms and conditions of this Contract of Lease, that are contained by the LESSOR

*for*  
*Emmanuel T. Villones*

Where, however, the LESSOR, in its discretion, accepts a deposit made by way of a check, bill of exchange, or any other negotiable instruments, said LESSOR reserves the right to bar the LESSEE'S entry unto the leased premises or padlock the premises or padlock the premises if LESSEE has already occupied the premises in the event the said LESSEE'S cheque, bills of exchange or any other negotiable instruments should bounce, be dishonored or in any way be refused acceptance. Moreover, once made, a deposit cannot be withdrawn or recovered until the expiration or termination of the lease. A party who having a deposit, fails to use or occupy the leased premises leased premises leased to or reserved for him or "held" for any cause whatsoever not attributable to the "LESSOR", cannot recover or withdraw his/her/its deposit; in such event, the deposit may be kept and retained and/or forfeited in favor of the said LESSOR.

The deposit shall be non-interest bearing and shall be kept by the LESSOR and be made to answer for the damages and other charges that maybe sustained on the leased premises. Upon termination/expiration of the lease, the deposit or whatever may be left of it shall be refunded to the LESSEE only after sixty (60) days from the termination of the Contract of Lease and after clearance of all utility bills and inspection of the rented premises to be in good condition. Nonetheless, the LESSEE is prohibited from offsetting any monthly rentals or obligations due to the LESSOR from the deposit.

3. This lease shall run for a period of TWO (2) years commencing on the 10 day of MAY, 2023 and expiring at the close of office hours of the 10 day of MAY, 2025. This lease shall not be deemed extended beyond the period of time above-stipulated or for any cause or reason whatsoever; it being understood, however that if for any reason the LESSEE shall terminate the lease before the period herein agreed expires, or abandons the same, the LESSEE shall pay unto the LESSOR an amount equivalent to the unexpired term of the lease, in addition to the immediate forfeiture of his entire deposit. In the event of renewal of the lease, the parties shall execute a new contract.

4. If the period of lease expires and the parties enter into no new contract, the lease is deemed to be renewed on a month-to-month basis. If the period of lease expires or that the lease is terminated and the LESSEE refuses to vacate and surrender the premises, the LESSOR shall forthwith have the absolute right, without necessity of any judicial order to post guard inside the subject premises to protect the premises from any damage or harm that the LESSEE may cause and to prevent the taking out of any personal properties contained in the premises over which the LESSOR shall have a prior lien to answer for damages or any unpaid rentals; and LESSOR may have the premises padlocked and advertised for rent. The LESSEE shall submit to the LESSOR a written notification whether or not to renew sixty (60) days prior to the expiration of the contract.

5. The premises hereby leased shall be used exclusively by the LESSEE for \_\_\_\_\_ purposes and the latter shall not divert the premises to other uses without the prior written consent of the LESSOR, it being expressly agreed that if, any time during the existence of this lease, and without the previous written consent of the LESSOR, the premises are used for other purposes the LESSOR has the choice to (a) rescind this contract, or (b) increase the rent, or (c) compel the LESSEE to stop the new activities. It is understood that all areas fronting the premises, like walks and the like are not part of the leased premises and may be used only for purposes permitted in writing by the LESSOR.

The LESSEE shall, at his own expense, maintain the leased premises in a clean and sanitary condition, free from obnoxious odors, disturbing noises, or other nuisances and, upon the expiration of the lease, shall surrender and return the leased premises and fixtures in as good condition as they were actually found at the beginning of the lease, ordinary wear and tear accepted. If the LESSEE fails to comply with the foregoing provision, the LESSOR is hereby authorized to take the following remedies:

- (a) For the first offense - to give due notice to the LESSEE of such non-compliance;
- (b) For the second offense - to issue a warning to the LESSEE of such non-

*ms*

*Attorney*

premises in a clean and sanitary condition, charging the LESSEE for whatever expenses that may be incurred for the purpose, the amount of which shall be determined by the LESSOR according to the prevailing reasonable rates charged by other similar janitorial service agencies.

(d) For the fourth and/or subsequent offenses – LESSOR reserves the right to evict the LESSEE with damages.

The LESSEE shall provide itself, at its own cost and expense, with receptacles which the city and municipal ordinances require holding and containing waste matter, garbage and refuse, and shall deposit them within its own premises as may be designated by the LESSOR. The LESSEE shall also pay the proportionate share of the garbage fee.

6. The LESSEE shall not affix, inscribe, attach or paint any notice, sign or other advertising medium on any part of the inside or outside of the building except only with the prior written permission from the LESSOR and then only in such sizes, color and style as the latter may determine. The LESSEE shall submit to the owner or architect in-charge of the building the design and shop drawings of all signs that shall be installed by the LESSEE and secure written approval of the same before making the order of fabrication by a supplier.

The LESSEE shall not permit or give consent to any other person or entity to advertise as if said person or entity uses, holds office, or is otherwise established at the premises leased or any part thereof. No other signs or advertisements may be placed at the leased premises other than at the place herein force indicated.

7. The LESSEE shall not make any alterations, or improvements without the prior written consent of the LESSOR. Provided, however, that all such alterations, additions, or improvements made by either party in or upon the leased premises, except movable furniture and fixtures put at the expense of the LESSEE and removable without defacing or injuring the building or the leased premises, shall become the property of the LESSOR and shall remain upon and be surrendered with the premises as part thereof at the termination of the lease, without compensation to the LESSEE.

8. The LESSEE shall not bring into or store in the leased premises anything of a highly inflammable nature or explosive materials nor install therein any apparatus, machinery or equipment which may cause noxious tremors or noise, or expose the leased premises to fire or increase the fire hazard of the building or charge the insurance rate of the building, or any other article which the LESSOR may reasonably prohibit; it being understood that should the LESSEE do so not only shall the latter be reasonable for all damages which such violation may cause the LESSOR and/or its other tenants but the LESSOR shall in addition thereto have the right to cancel this contract. If the LESSEE shall so use the building, or deposit therein such matter as to result in any increase in the rate of the insurance payable by the LESSOR, the increase shall be for the account of the LESSEE. No portion of the leased premises or any part of the building itself shall be loaded in excess of the load capacity of the flooring.

9. The LESSEE shall comply with all the rules, regulations, ordinances and laws made by the health or other duly constituted authorities of the Municipal Government arising from or regarding the use, occupancy and sanitation of the leased premises.

10. The LESSEE shall indemnify and hold harmless the LESSOR against all actions, suits, damages, and claims by whomsoever that may be brought or made by reason of the non-observances or non-performance of the said rules, regulations, ordinances, or laws or any of the covenants of this contract without prejudice with the penal provisions hereinafter contained.

11. During the existence of this lease or any extension hereof and until the LESSEE shall have actually surrendered the leased premises, the LESSEE agrees to pay all light, water, telephone, and other service charges connected with all the leased premises and for such other services not required to be provided by the LESSOR. LESSEE shall also be responsible for any deposit that maybe required by the servicing entity or the LESSOR as the case may be.

12. The LESSEE hereby assumes full responsibility for any damage that may be caused to the person or property of third persons while remaining either casually or on business in any part of the premises leased to the LESSEE or further binds itself to hold the LESSOR free and harmless from such claim for injury or damage.

The LESSOR shall not be liable or responsible.

- a. for the presence of bugs, vermin, ants, cockroaches, anay, or any other insects, if any, in the leased premises; or
- b. for the failure of water supply and/or electric current;
- c. for any article delivered or left to any of its employees; or
- d. for any injury, loss or damage which the LESSEE, his agents or employees might sustain in the premises due to any cause whatsoever; or
- e. for any damage done or occasioned by or arising from plumbing, gas, water, and/or other pipes, or the bursting, leaking, or destruction of any cistern tank, wash stand, warer closet or waste pipes in; above, upon or about said leased premises.

13. The LESSOR or its authorized agent shall after previous notice to the LESSEE have the right to enter the leased premises at any time or examine the same or make alterations or repairs, or for any purpose which it may deem necessary for the operation or maintenance of the building or its installation and during the last three months of the term of the lease, to exhibit the leased premises to prospective tenants.

14. The LESSEE shall not assign or transfer his/her/its rights in this contract nor sublease or sublet all or any part of the leased premises without the prior written consent of the LESSOR; and no right, title, or interest thereto or therein shall be conferred on or vested in anyone other than the LESSEE without such written consent. In this regard, the LESSEE shall submit to the LESSOR at the inception of the lease and from the time to time as may be requested by the LESSOR the names of the employees and officials of the LESSEE who will be holding office in the leased premises, and such employees and officials may not conduct their own personal business in the premises.

15. The LESSEE shall allow the LESSOR to make repairs or to undertake those works for the preservation, conservation, or decoration of the building or the leased premises. In the event that repairs on the electrical outlet, telephone switch boxes, electrical wirings and plumbing fixtures are necessary; such replacement of parts and labor shall be done only by the LESSOR'S personnel and cost of which charged to the account of the LESSEE. Charges will be added to the monthly rental of the LESSEE.

16. In the event that expropriation proceedings are instituted during the period of the lease by any instrumentality of the government or by any other entity which is authorized to exercise such power, either party may rescind this contract should the leased premises become no longer useful for the purpose of this lease, upon giving the other party thirty days previous written notice thereof. In case of such expropriation, the LESSEE hereby relieves unconditionally and releases the LESSOR from any and all liability under this contract in connection with or arising out of such expropriation proceedings.

17. The LESSOR reserves the right to revise the rent agreed upon in case of change in the present assessment of the building or land on which it is erected or in the event of the levy of special assessment on the property or increase cost of maintenance and to apportion such assessment among all the tenants of the building.

18. The LESSEE may install the necessary installation required by its business provided the strength and general structure of the building or the leased premises are not hereby impaired or otherwise adversely affected and, provided further, that the other conditions of this contract are not violated.

19. The installation of additional electric, water, telephone, teletype and/or gas connections in the leased premises shall be for the account and expense of the LESSEE who is hereby authorized to make the same only after obtaining the prior written consent of the LESSOR.

The installation should be made in such a way as to cause no injury or damage to the premises; provided, however, that in the installation of additional electrical appliance such as water coolers, refrigerators, fans, etc. wherein extra outlets will be needed, the LESSEE shall employ only the services of a licensed electrician or otherwise hire the licensed electrician of the LESSOR so that additional load or current shall be within the capacity of the switch on the leased premises thereby minimizing fire hazards, and shall further comply with the requirements of the Fire Department and/or the City Electrician of San Jose Del Monte.

20. The LESSEE agrees to return and surrender the leased premises at the expiration of the term of this lease in as good condition as reasonable wear and tear will permit and without delay whatsoever, devoid of all occupants and of any furniture, articles and effects furnished by the LESSOR, or considered pledged to answer for unpaid account; and such alterations, additions, or improvements which the LESSOR may elect to retain in accordance with the provisions of this contract, shall not be removed from the premises.

If said premises be not surrendered at the expiration of the lease, the LESSEE shall be responsible to the LESSOR for all the damages which the LESSOR may suffer by reason thereof and shall indemnify the LESSOR against any and all claims made by the succeeding tenants against the LESSOR; resulting from the delay by the failure of the LESSEE to surrender the premises on time. For every month of delay, the LESSEE shall pay unto the LESSOR an amount equivalent to double the monthly rental agreed herein per month by way of liquidated damages. Should the LESSEE have any unpaid rents and other accounts at the expiration of the lease, and does not surrender occupancy thereof, the LESSOR is empowered and authorized to enter the premises and place it on guard at the expense of the LESSEE.

21. Disturbance or discontinuance of the possession of the leased premises by the LESSEE caused by circumstances beyond control of the LESSOR shall confer no right of any kind to the LESSEE as against the LESSOR.

22. In case the leased premises shall be deserted and/or abandoned for a period of one (1) week without any previous written notification to the LESSOR and during the time the LESSEE is in default in the payment of his monthly rental obligation or any other obligation due under and by virtue of this Contract, the said LESSOR is hereby authorized to consider the leased premises legally abandoned and may enter the premises and take possession thereof without need of judicial intervention. Furthermore, the LESSOR is hereby authorized to relet or release the said premises to the public at large without prejudice to its right of action against the LESSEE as set forth in paragraph 3 hereof.

The LESSEE especially warrants that he is the sole and absolute owner of all property, furniture, fixtures, machines, appurtenances, etc. brought by him into the above-mentioned leased premises; and hereby solemnly binds himself if not to allow the property of any third party to remain or be left therein without previously notifying the LESSOR.

All properties found in the leased premises shall be conclusively presumed to belong to the LESSEE and considered pledged to the LESSOR who is hereby constituted as Lessee's attorney-in-fact to take possession of said premises for auction to satisfy any and all amounts owing or due to the LESSOR from the LESSEE.

23. The failure of the LESSOR to insist upon strict performance of any of the terms, conditions, and covenants hereof, shall not be deemed as relinquishment or waiver of any rights or remedy that said LESSOR may have, nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions and covenants shall continue to be in full force and effect. No waiver by the LESSOR of any rights under this contract shall be deemed to have been made unless expressed in writing and signed by the LESSOR.

24. The LESSEE agrees that all the covenants and agreements herein contained shall be deemed conditions as well as covenants and that if default or breach be made in any such covenants and conditions the party in breach or default shall be liable for any and all damages, actual and consequential, resulting from such default and termination.

25. Should the LESSOR be compelled to seek judicial relief against the said other party shall; in addition to the damages mentioned in the preceding paragraphs, pay an amount equivalent to 25% of the amount claimed in the complaints as attorney's fees (with a minimum of P 150,000.00) aside from the costs of the litigation and other expenses which the law may entitle the aggrieved to recover from the LESSEE.

Provisions of penal character in the other section of this contract shall be considered as cumulative to the relief granted by this section.

26. In case the LESSEE is a corporation, partnership, association, or other entity, the person signing for and in behalf of such corporation, partnership, association or other legal entity shall be jointly and severally liable with the firm under this contract; the joint and several liability of the persons signing for and in behalf of the corporation, partnership, association or other entity shall continue and subsist notwithstanding said person's removal, resignation, or separation from the firm, unless and until he/she shall have been duly and properly replaced and substituted by another officer of the firm who agrees and signs as joint and several obligee for all rental and other obligations, past, present and future, due to the LESSOR by virtue of this lease contract.

27. The LESSEE hereby warrants that he/she has read and understood the foregoing provisions of this Contract of Lease and shall abide by the same.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly Executed on the day, month and place herein before mentioned.

By:  
JC UMEREZ PRIME HOLDINGS CORP.

By:

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

JULIETA C. UMEREZ

EMMANUEL T. VILLONES

President  
Lessor

Representative  
Lessee

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_

\_\_\_\_\_

Page 6  
ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )  
Mun. of \_\_\_\_\_ ) S.S.  
Prov. Of BACOR CITY )

BEFORE ME, a Notary Public in and for the Municipality of BACOR CITY  
18 MAY 2023, Metro Manila, Philippines, personally appeared to me the following  
persons having exhibited to me their residence certificate numbers respectively, to  
wit:

NAMES	ID TYPE/NO
<u>JULIETA C. UMEREZ</u>	<u>TIN NO 118-972-344-000</u>
<u>EMMANUEL T. VILLONES</u>	_____

Known to me and to me known to be the same persons who executed the foregoing  
instrument and they acknowledged to me that the same is their free and voluntary act  
and deed.

WITNESS MY HAND AND SEAL on the place, day and date written.

\_\_\_\_\_  
Notary Public

**ATTY. LUISITO T. GAUDIER**

Notary Public

Application No. 2002-14

PTR No. 2432394 / 01-04-23 / Cavite

IBP No. 271108 / 01-05-23 / Cavite

Roll No. 53646

Ester Baquir Bldg. Tabing Dagat Bacoor, Cavite

MCLE Compliance No. VI-0001274, 12/05/2016

Until December 31, 2024

Doc. No. 378  
Page No. 77  
Book No. 11  
Series of 2028

## CONTRACT OF LEASE

### KNOW ALL MEN BY THESE PRESENTS:

This lease contract is entered into this 10 day of May 2023 between: **CAVITE MERCHANTS PROPERTY MANAGEMENT AND DEVELOPMENT CORPORATION**, a corporation duly organized and existing under the laws of the Philippines and with business address at Zapote Public Market, Aguinaldo Highway, Zapote IV, Bacoor, Cavite and represented herein by its General Manager, **VIOLA PILIPINA TAN** and herein referred to as the "LESSOR".

-and-

**METROPOLITAN GAMING AND TRADING CORPORATION**, a corporation duly organized and existing under the laws of the Philippines and with business address at 122 Kalinga Compound, Brgy. Bayana, Bacoor City, and represented herein by **EMMANUEL T. VILLONES** and herein referred to as the "LESSEE".

-WITNESSETH-

### WHEREAS;

The Lessor is the Lessee of the Zapote Public Market to organize, maintain, manage and sublease all stalls/booths located at the Aguinaldo Highway, Zapote IV, Bacoor, Cavite. The Lessee is willing to lease the Victory area located at 2<sup>nd</sup> floor of Zapote Public Market Aguinaldo Highway, Zapote IV, Bacoor, Cavite

### TERMS AND CONDITIONS

#### 1. PERIOD OF LEASE

The period of lease shall be for three (3) years to commence on 11 day of May 2023 and to automatically expire on 11<sup>th</sup> day of May 2026. The LESSEE however is given an option to renew said lease contract under terms and conditions mutually acceptable to the parties provided the LESSEE serves within 45 day notice to LESSOR of its intention to renew, a new lease contract shall be executed between the parties containing their agreed stipulations.

The parties agree that upon expiration of this lease or its termination for cause, any or all fixed and/or permanent improvements introduced by LESSEE on the Leased Property, shall by virtue of this provision, automatically inure to and shall form part of the Leased Property and owned by LESSOR, without any obligation to reimburse LESSEE for the cost thereof. The LESSEE however, may remove all temporary or ornamental improvements on the Leased Property provided such removal will not deface or destroy any portion of the Leased Property otherwise, LESSOR's prior consent shall be obtained before said improvements are removed.

#### 2. RENTAL RATE ( NET OF 5% EWT PLUS 12% VAT)

The monthly rental for the Leased Property shall be PESOS: one hundred ninety one thousand five hundred twenty (P191,520) per month with an area of 186.62 square meters, net of withholding tax and VAT plus two hundred thousand pesos (P200,000) Capital Development and Maintenance Fund (CDMF), per year for the entire lease premises.

Two Month Advance rental of Three Hundred Eighty Three Thousand Forty Pesos (P383,040.00) and two months deposit of Three Hundred Sixty Thousand Pesos (P360,000.00) shall be paid by the LESSEE to the LESSOR upon signing of this contract. The Two Month advance rental shall be paid in



Monthly rentals shall be due and payable every 5<sup>th</sup> day of each month thru postdated checks. Rentals unpaid on due date (bouncing check) shall be replaced by cash plus one (1%) percent per day of delay as penalty within five (5) days from date of said PDC bounced, without prejudice to the right of the LESSOR to apply the pre termination clause.

The Lessee shall issue ten (10) postdated checks each amounting to **One Hundred Ninety-One Thousand five hundred twenty (P191,520)** each (for July 2023 – April 2024) dated every 5<sup>th</sup> day of the month in favor of the Lessor to cover its rental payment.

Upon execution of this contract, LESSEE agrees to issue in favor of LESSOR, ten (10) postdated checks each dated on the 5<sup>th</sup> day of each month to cover the first (1<sup>st</sup> year) of the lease term. On the second year, the LESSEE shall issue twelve postdated checks amounting to **one hundred ninetyone thousand five hundred twenty (P191,520)** on the 5<sup>th</sup> day of the month. The same procedure holds true for the subsequent year until the expiration of this lease. Similarly, postdated checks to cover the monthly rentals of each year shall be issued and delivered to LESSOR at least thirty (30) days prior to the end of each year of the lease term.

#### **4. REAL ESTATE AND OTHER RELATED EXPENSES**

Real estate taxes due on the parcels of land forming part of the Leased Property shall be for LESSOR's account while any increase in the real estate taxes on improvement introduced at the Leased Property by LESSEE shall be for the sole account and expense of the latter.

#### **5. INDEMNITIES**

The LESSEE shall hold the LESSOR free and harmless from and/or against any and all claims for liability by the LESSEE and/or third persons as well as the national or local governments, for loss of life, injury, loss or damage to property resulting from any incident at the leased premises or occasioned by any nuisance made or suffered on the premises, or by any fire thereon or arising out or occurring in, upon, or at the leased property, by or due to LESSEE's occupancy or used of thereof, whether wholly or in part, caused by any act or omission of the LESSEE, its agent, contractors and employees unless such claim, loss or damage is caused by the gross negligence of the LESSOR.

#### **6. INJURIES or DAMAGES**

The LESSEE hereby assumes full responsibility for any damage which may be caused to the person or property of third person while remaining either casually or on business in any part of the Leased premises and further binds itself to hold the LESSOR free and harmless from any such claim of injury or damage, unless such claim, loss, demand, damage was due to a willful act by LESSOR.

#### **7. EXPIRATION AND TERMINATION**

Upon the expiration or termination of this lease for any of the causes herein stipulated, the LESSEE shall peacefully vacate the leased premises and surrender possession thereof the LESSOR in as good condition as they are now. The LESSEE hereby authorizes the LESSOR to enter the leased premises, take possession thereof, remove all the personal properties that may be found in the leased premises and deposit the same in a bodega, without prejudice to the right of the LESSOR to exercise any right/s arising from this contract and those provided by law. The LESSEE further expressly appoints the LESSOR as its duly authorized attorney-in-fact to cause the premises to be opened in the presence of a peace officer of barangay official, with the use of force, if necessary, for the purpose of taking inventory and removal of all the LESSEE's furniture, equipment and other properties not claimed by the LESSEE within thirty (3) days from removal from the premises shall be sold by the LESSOR to defray storage costs and expenses and to answer for other obligations of the LESSEE to LESSOR.

#### **8. DEFAULT IN RENT OR OTHER VIOLATIONS**

The LESSEE hereby acknowledges the right of the LESSOR to shut off or cause interruption of

Provided further, that should the LESSEE fail to pay the rent or the deposit, advance rental stipulated in accordance with the terms and conditions herein specified, of otherwise violate the terms and conditions of this contract, this contract shall be deemed automatically cancelled and the LESSOR shall have the right to enter the leased premises, and to exercise all the rights provided in the immediately preceding paragraph.

#### 10. UTILITIES

All utility expenses (water, electric consumption, pest control, telephone, internet etc.) shall be to the account of the LESSEE.

#### 11. COURT LITIGATION


In case of court litigation arising out of the implementation, violation, interpretation or enforcement of any provision of this lease contract, the parties expressly agree that venue shall be laid only in the proper court in Quezon City. All other venues are expressly excluded.

#### 12. STRICT COMPLIANCE

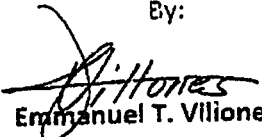
The terms and conditions of this contract shall be faithfully complied by the LESSEE. The failure of the LESSOR to insist strict performance of any of the terms and conditions hereof shall not be deemed a relinquishment or waiver of any subsequent default of such terms and conditions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of \_\_\_\_\_ 2023 in \_\_\_\_\_.

CAVITE MERCHANTS PROPERTY  
MGMT. & DEV'T. CORP.  
(Lessor)

By:  
  
Viola Pilipina Tan  
General Manager

METROPOLITAN GAMING AND TRADING CORP.  
(Lessee)

By:  
  
Emmanuel T. Villones  
Representative

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_

\_\_\_\_\_

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
QUEZON CITY ) S. S.  
BACOOR CITY

Before me, a Notary Public in and for the City of BACOOR CITY, Metro Manila, personally appeared \_\_\_\_\_, with Driver's License No. \_\_\_\_\_ issued in Metro Manila expiring on \_\_\_\_\_, and \_\_\_\_\_, with Driver's License No. \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_ both known to me and to me known to be the persons who executed the foregoing Contract Lease consisting of \_\_\_\_ (\_\_\_\_) pages who acknowledged the same to be their free and voluntary act and deed and likewise that of the corporations they each represented for the purposes therein set forth.

18 MAY 2023

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this \_\_\_\_ day of \_\_\_\_ 2023 in BACOOR CITY

NOTARY PUBLIC

Doc. No. 372  
Page No. 77  
Book No. 111  
Series of 2023

ATTY. LUISITO T. GAUDIER  
Notary Public  
Application No. 2002-14  
PTR No. 2432394 / 01-04-23 / Cavite  
IBP No. 271108 / 01-05-23 / Cavite  
Roll No. 53546  
Esler Baquir Bldg. Tabing Dagat Bacoor, Cavite  
MCLE Compliance No. M-0001274, 12/05/2016  
Until Decemebr 31, 2024

## CONTRACT OF LEASE

This contract made and entered into this 10 day of MAY, 2023, in Bulacan, Philippines, by and between.

**PUREGOLD. Represented by** \_\_\_\_\_, of legal age, single/married, Filipino, with principal office and business address at Brgy Molino 4, Bacoor City, Cavite, Philippines, hereinafter called the LESSOR;

-and-

**METROPOLITAN GAMING AND DEVELOPMENT CORPORATION**, a corporation duly organize and existing under the laws of the Philippines and with a business address at 122 Kalinga Compound, Brgy. Bayanan, Bacoor City Cavte Philippines, and represented herein by **EMMANUEL T. VILLONES** and hereinafter referred to as the LESSEE.

### WITNESSETH:

That for and in consideration of the payment of the rent and of the compliance of all conditions and covenants hereinafter contained, the LESSOR has agreed to lease, let and demise, as it does hereby lease, let and demise unto the LESSEE, and the latter has agreed to accept, as he/she/it does hereby accept under lease, the premises known and designated as, **PUREGOLD BLDG Brgy. Molino 4, Bacoor City, Cavite, Philippines**, under the following covenants and conditions:

1. The LESSEE shall pay in advance within the first five (5) days of each month, at the office of the LESSOR or its agent, a monthly rent of **SEVENTY-ONE THOUSAND NINE HUNDRED SEVENTY-FIVE PESOS (P 71,975.00)**, plus (12% VAT) less % (W/Tax) equals net monthly rental (**P 30,000.00**) Philippine Currency, for the first two (2) years of this lease. The monthly rental shall be paid without necessity of demand. No rentals shall be recognized as having been paid unless evidenced by the official receipt of the LESSOR and/or its agent. Neither shall payment of rentals made by the LESSEE to unauthorized persons be recognized.

Without prejudice to the exercise by the LESSOR of its rights herein, the LESSEE shall pay to the LESSOR interests at the rate to **THREE (3%)** percent a month on any monthly rental not paid on time from the date of delinquency.

The monthly rental aforementioned is the net monthly rental that will accrue to the LESSOR. The LESSEE shall issue annually twelve (12) post-dated checks until the expiration of the contract.

2. Upon execution of this Contract or occupancy of the premises the LESSEE shall deposit in cash to the LESSOR an amount equivalent to **THREE (3)** months rental of the leased premises, which deposit shall answer for and be forfeited as liquidated damages for any violation by the LESSEE of any of the terms and conditions of this Contract of Lease, apart from and in addition to other damages that maybe sustained by the LESSOR.

Where, however, the LESSOR, in its discretion, accepts a deposit made by way of a check, bill of exchange, or any other negotiable instruments, said LESSOR reserves the right to bar the LESSEE'S entry unto the leased premises or padlock the premises or padlock the premises if LESSEE has already occupied the premises in the event the said LESSEE'S cheque, bills of exchange or any other negotiable instruments should bounce, be dishonored or in any way be refused acceptance. Moreover, once made, a deposit cannot be withdrawn or recovered until the expiration or termination of the lease. A party who having a deposit

The deposit shall be non-interest bearing and shall be kept by the LESSOR and be made to answer for the damages and other charges that maybe sustained on the leased premises. Upon termination/expiration of the lease, the deposit or whatever may be left of it shall be refunded to the LESSEE only after sixty (60) days from the termination of the Contract of Lease and after clearance of all utility bills and inspection of the rented premises to be in good condition. Nonetheless, the LESSEE is prohibited from offsetting any monthly rentals or obligations due to the LESSOR from the deposit.

3. This lease shall run for a period of TWO (2) years commencing on the 10 day of MAY, 2023 and expiring at the close of office hours of the 10 day of MAY, 2025. This lease shall not be deemed extended beyond the period of time above-stipulated or for any cause or reason whatsoever; it being understood, however that if for any reason the LESSEE shall terminate the lease before the period herein agreed expires, or abandons the same, the LESSEE shall pay unto the LESSOR an amount equivalent to the unexpired term of the lease, in addition to the immediate forfeiture of his entire deposit. In the event of renewal of the lease, the parties shall execute a new contract.

4. If the period of lease expires and the parties enter into no new contract, the lease is deemed to be renewed on a month-to-month basis. If the period of lease expires or that the lease is terminated and the LESSEE refuses to vacate and surrender the premises, the LESSOR shall forthwith have the absolute right, without necessity of any judicial order to post guard inside the subject premises to protect the premises from any damage or harm that the LESSEE may cause and to prevent the taking out of any personal properties contained in the premises over which the LESSOR shall have a prior lien to answer for damages or any unpaid rentals; and LESSOR may have the premises padlocked and advertised for rent. The LESSEE shall submit to the LESSOR a written notification whether or not to renew sixty (60) days prior to the expiration of the contract.

5. The premises hereby leased shall be used exclusively by the LESSEE for \_\_\_\_\_ purposes and the latter shall not divert the premises to other uses without the prior written consent of the LESSOR, it being expressly agreed that if, any time during the existence of this lease, and without the previous written consent of the LESSOR, the premises are used for other purposes the LESSOR has the choice to (a) rescind this contract, or (b) increase the rent, or (c) compel the LESSEE to stop the new activities. It is understood that all areas fronting the premises, like walks and the like are not part of the leased premises and may be used only for purposes permitted in writing by the LESSOR.

The LESSEE shall, at his own expense, maintain the leased premises in a clean and sanitary condition, free from obnoxious odors, disturbing noises, or other nuisances and, upon the expiration of the lease, shall surrender and return the leased premises and fixtures in as good condition as they were actually found at the beginning of the lease, ordinary wear and tear accepted. If the LESSEE fails to comply with the foregoing provision, the LESSOR is hereby authorized to take the following remedies:

- (a) For the first offense – to give due notice to the LESSEE of such non-compliance;
- (b) For the second offense – to issue a warning to the LESSEE of such non-compliance
- (c) For the third offense – to employ its own building janitors to maintain the leased premises in a clean and sanitary condition, charging the LESSEE for whatever expenses that may be incurred for the purpose, the amount of which shall be determined by the LESSOR according to the prevailing reasonable rates charged by other similar janitorial service agencies.
- (d) For the fourth and/or subsequent offenses – LESSOR reserves the right to evict the LESSEE with damages.

6. The LESSEE shall not affix, inscribe, attach or paint any notice, sign or other advertising medium on any part of the inside or outside of the building except only with the prior written permission from the LESSOR and then only in such sizes, color and style as the latter may determine. The LESSEE shall submit to the owner or architect in-charge of the building the design and shop drawings of all signs that shall be installed by the LESSEE and secure written approval of the same before making the order of fabrication by a supplier.

The LESSEE shall not permit or give consent to any other person or entity to advertise as if said person or entity uses, holds office, or is otherwise established at the premises leased or any part thereof. No other signs or advertisements may be placed at the leased premises other than at the place herein force indicated.

7. The LESSEE shall not make any alterations, or improvements without the prior written consent of the LESSOR. Provided, however, that all such alterations, additions, or improvements made by either party in or upon the leased premises, except movable furniture and fixtures put at the expense of the LESSEE and removable without defacing or injuring the building or the leased premises, shall become the property of the LESSOR and shall remain upon and be surrendered with the premises as part thereof at the termination of the lease, without compensation to the LESSEE.

8. The LESSEE shall not bring into or store in the leased premises anything of a highly inflammable nature or explosive materials nor install therein any apparatus, machinery or equipment which may cause noxious tremors or noise, or expose the leased premises to fire or increase the fire hazard of the building or charge the insurance rate of the building, or any other article which the LESSOR may reasonably prohibit; it being understood that should the LESSEE do so not only shall the latter be reasonable for all damages which such violation may cause the LESSOR and/or its other tenants but the LESSOR shall in addition thereto have the right to cancel this contract. If the LESSEE shall so use the building, or deposit therein such matter as to result in any increase in the rate of the insurance payable by the LESSOR, the increase shall be for the account of the LESSEE. No portion of the leased premises or any part of the building itself shall be loaded in excess of the load capacity of the flooring.

9. The LESSEE shall comply with all the rules, regulations, ordinances and laws made by the health or other duly constituted authorities of the Municipal Government arising from or regarding the use, occupancy and sanitation of the leased premises.

10. The LESSEE shall indemnify and hold harmless the LESSOR against all actions, suits, damages, and claims by whomsoever that may be brought or made by reason of the non-observances or non-performance of the said rules, regulations, ordinances, or laws or any of the covenants of this contract without prejudice with the penal provisions hereinafter contained.

11. During the existence of this lease or any extension hereof and until the LESSEE shall have actually surrendered the leased premises, the LESSEE agrees to pay all light, water, telephone, and other service charges connected with all the leased premises and for such other services not required to be provided by the LESSOR. LESSEE shall also be responsible for any deposit that maybe required by the servicing entity or the LESSOR as the case may be.

12. The LESSEE hereby assumes full responsibility for any damage that may be caused to the person or property of third persons while remaining either casually or on business in any part of the premises leased to the LESSEE or further binds itself to hold the LESSOR free and harmless from such claim for injury or damage.

The LESSOR shall not be liable or responsible.

- c. for any article delivered or left to any of its employees; or
- d. for any injury, loss or damage which the LESSEE, his agents or employees might sustain in the premises due to any cause whatsoever; or
- e. for any damage done or occasioned by or arising from plumbing, gas, water, and/or other pipes, or the bursting, leaking, or destruction of any cistern tank, wash stand, water closet or waste pipes in, above, upon or about said leased premises.

13. The LESSOR or its authorized agent shall after previous notice to the LESSEE have the right to enter the leased premises at any time or examine the same or make alterations or repairs, or for any purpose which it may deem necessary for the operation or maintenance of the building or its installation and during the last three months of the term of the lease, to exhibit the leased premises to prospective tenants.

14. The LESSEE shall not assign or transfer his/her/its rights in this contract nor sublease or sublet all or any part of the leased premises without the prior written consent of the LESSOR; and no right, title, or interest thereto or therein shall be conferred on or vested in anyone other than the LESSEE without such written consent. In this regard, the LESSEE shall submit to the LESSOR at the inception of the lease and from the time to time as may be requested by the LESSOR the names of the employees and officials of the LESSEE who will be holding office in the leased premises, and such employees and officials may not conduct their own personal business in the premises.

15. The LESSEE shall allow the LESSOR to make repairs or to undertake those works for the preservation, conservation, or decoration of the building or the leased premises. In the event that repairs on the electrical outlet, telephone switch boxes, electrical wirings and plumbing fixtures are necessary, such replacement of parts and labor shall be done only by the LESSOR'S personnel and cost of which charged to the account of the LESSEE. Charges will be added to the monthly rental of the LESSEE.

16. In the event that expropriation proceedings are instituted during the period of the lease by any instrumentality of the government or by any other entity which is authorized to exercise such power, either party may rescind this contract should the leased premises become no longer useful for the purpose of this lease, upon giving the other party thirty days previous written notice thereof. In case of such expropriation, the LESSEE hereby relieves unconditionally and releases the LESSOR from any and all liability under this contract in connection with or arising out of such expropriation proceedings.

17. The LESSOR reserves the right to revise the rent agreed upon in case of change in the present assessment of the building or land on which it is erected or in the event of the levy of special assessment on the property or increase cost of maintenance and to apportion such assessment among all the tenants of the building.

18. The LESSEE may install the necessary installation required by its business provided the strength and general structure of the building or the leased premises are not hereby impaired or otherwise adversely affected and, provided further, that the other conditions of this contract are not violated.

19. The installation of additional electric, water, telephone, teletype and/or gas connections in the leased premises shall be for the account and expense of the LESSEE who is hereby authorized to make the same only after obtaining the prior written consent of the LESSOR.

The installation should be made in such a way as to cause no injury or damage to the premises; provided, however, that in the installation of additional electrical appliance such as water coolers, refrigerators, fans, etc. wherein extra outlets will be needed, the LESSEE shall employ only the services of a licensed electrician or otherwise hire the licensed electrician of the LESSOR so that additional load or current shall be within the capacity of the switch on the leased premises thereby minimizing fire hazards, and shall further comply with the requirements of the Fire Department and/or the City Electrician of San Jose Del Monte.

20. The LESSEE agrees to return and surrender the leased premises at the expiration of the term of this lease in as good condition as reasonable wear and tear will permit and without delay whatsoever, devoid of all occupants and of any furniture, articles and effects furnished by the LESSOR, or considered pledged to answer for unpaid account; and such alterations, additions, or improvements which the LESSOR may elect to retain in accordance with the provisions of this contract, shall not be removed from the premises.

If said premises be not surrendered at the expiration of the lease, the LESSEE shall be responsible to the LESSOR for all the damages which the LESSOR may suffer by reason thereof and shall indemnify the LESSOR against any and all claims made by the succeeding tenants against the LESSOR; resulting from the delay by the failure of the LESSEE to surrender the premises on time. For every month of delay, the LESSEE shall pay unto the LESSOR an amount equivalent to double the monthly rental agreed herein per month by way of liquidated damages. Should the LESSEE have any unpaid rents and other accounts at the expiration of the lease, and does not surrender occupancy thereof, the LESSOR is empowered and authorized to enter the premises and place it on guard at the expense of the LESSEE.

21. Disturbance or discontinuance of the possession of the leased premises by the LESSEE caused by circumstances beyond control of the LESSOR shall confer no right of any kind to the LESSEE as against the LESSOR.

22. In case the leased premises shall be deserted and/or abandoned for a period of one (1) week without any previous written notification to the LESSOR and during the time the LESSEE is in default in the payment of his monthly rental obligation or any other obligation due under and by virtue of this Contract, the said LESSOR is hereby authorized to consider the leased premises legally abandoned and may enter the premises and take possession thereof without need of judicial intervention. Furthermore, the LESSOR is hereby authorized to relet or release the said premises to the public at large without prejudice to its right of action against the LESSEE as set forth in paragraph 3 hereof.

The LESSEE especially warrants that he is the sole and absolute owner of all property, furniture, fixtures, machines, appurtenances, etc. brought by him into the above-mentioned leased premises; and hereby solemnly binds himself if not to allow the property of any third party to remain or be left therein without previously notifying the LESSOR.

All properties found in the leased premises shall be conclusively presumed to belong to the LESSEE and considered pledged to the LESSOR who is hereby constituted as Lessee's attorney-in-fact to take possession of said premises for auction to satisfy any and all amounts owing or due to the LESSOR from the LESSEE.

23. The failure of the LESSOR to insist upon strict performance of any of the terms, conditions, and covenants hereof, shall not be deemed as relinquishment or waiver of any rights or remedy that said LESSOR may have, nor shall it be construed as a waiver of a subsequent breach or default of the terms, conditions and covenants shall continue to be in full force and effect. No waiver by the LESSOR of any rights under this contract shall be deemed to have been made unless expressed in writing and signed by the LESSOR.

24. The LESSEE agrees that all the covenants and agreements herein contained shall be deemed conditions as well as covenants and that if default or breach be made in any such covenants and conditions the party in breach or default shall be liable for any and all damages, actual and consequential, resulting from such default and termination.

25. Should the LESSOR be compelled to seek judicial relief against the said other party shall; in addition to the damages mentioned in the preceding paragraphs, pay an amount equivalent to 25% of the amount claimed in the complaints as attorney's fees (with a minimum of P 150,000.00) aside from the costs of the litigation and other expenses which the law may entitle the aggrieved to recover from the LESSEE.



Provisions of penal character in the other section of this contract shall be considered as cumulative to the relief granted by this section.

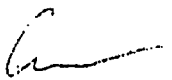
26. In case the LESSEE is a corporation, partnership, association, or other entity, the person signing for and in behalf of such corporation, partnership, association or other legal entity shall be jointly and severally liable with the firm under this contract; the joint and several liability of the persons signing for and in behalf of the corporation, partnership, association or other entity shall continue and subsist notwithstanding said person's removal, resignation, or separation from the firm, unless and until he/she shall have been duly and properly replaced and substituted by another officer of the firm who agrees and signs as joint and several obligee for all rental and other obligations, past, present and future, due to the LESSOR by virtue of this lease contract.

27. The LESSEE hereby warrants that he/she has read and understood the foregoing provisions of this Contract of Lease and shall abide by the same.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly Executed on the day, month and place herein before mentioned.

By:  
PUREGOLD

By:



\_\_\_\_\_  
Representative  
Lessor



\_\_\_\_\_  
EMMANUEL T. VILLONES  
Representative  
Lessee

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_

\_\_\_\_\_

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES )  
Mun. of \_\_\_\_\_ ) S.S.  
Prov. Of BACOR CITY )

BEFORE ME, a Notary Public in and for the Municipality of BACOR CITY, Metro Manila, Philippines, personally appeared to me the following persons having exhibited to me their residence certificate numbers respectively, to wit:

NAMES	ID TYPE/NO
_____	_____
<u>EMMANUEL T. VILLONES</u>	_____

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL on the place, day and date written.

\_\_\_\_\_  
Notary Public

Doc. No. 376  
Page No. 33  
Book No. 111  
Series of 2020

ATTY. LUISITO T. GAUDIER  
Notary Public  
Application No. 2002-14  
PTR No. 2432394 / 01-04-23 / Cavite  
IBP No. 271108 / 01-05-23 / Cavite  
Roll No. 53646  
Ester Baquir Bldg. Tabing Dagat Bacoor, Cavite  
MCLE Compliance No. VI-0001274, 12/05/2016  
Until Decemebr 31, 2024

## LEASE CONTRACT

1. PARTIES: This Contract is between [DIANE REVILLA] ("LESSOR") and [METROPOLITAN GAMING AND DEVELOPMENT CORPORATION], a corporation duly organized and existing under the law of Philippines and with a business address at 122 Kalinga Compound, Brgy. Bayanan, Bacoor City Cavite Philippines, and represented herein EMMANUEL T. VILLONES ("LESSEE"). LESSEE agrees to rent the Unit for use as [ ] only. For purposes of the non-monetary obligations under this Contract, the term "Lessee" shall include all occupants of the Unit and LESSEE's staff, employees, customers and guests.

2. UNIT: [Revilla Business Park Brgy Habay 2, Bacoor City, Cavite, Philippines]

3. PARKING SLOT & MONTHLY FEE: [FREE]

4. CONDITION OF THE PREMISES: The LESSEE hereby acknowledges to have received the Unit, fixtures and furniture as-is in a clean, safe, and good working condition. LESSEE must use customary diligence in maintaining the Unit and not damaging or littering the common areas.

5. MONTHLY RENTAL: EIGHTY THOUSAND PESOS (Php 80,000.00), exclusive of VAT and common area dues payable, itemized as follows:

Monthly Rental	: Php <u>71,429.00</u> ;
Plus: VAT	: Php <u>8,571.00</u> ;
Less: 5% Withholding Tax	: Php <u>4,210.00</u> ;
Total Monthly Payment	: Php <u>80,000.00</u> ;

and which Total Monthly Payment shall be remitted on or before the fifth (5th) day of each calendar month at the office of the LESSOR, without need of demand. LESSEE will furnish LESSOR with a bank machine-validated copy of the BIR Creditable Withholding Tax Return reflecting proof of payment of said 5% withholding tax, not later than three (3) days after due date of remittance/payment of said tax to the BIR.

6. LEASE TERM: Two (2) year commencing on 10 day of May 2023 and expiring on 10 day of May 2025. Pre-termination of the lease is prohibited and will result in Accelerated Rent and the forfeiture of the Security Deposit. The Lease Term is non-extendible and non-renewable. In case of failure or refusal of the LESSEE to vacate and surrender the Unit to the LESSEE at the expiration or termination of the lease, the LESSEE agrees to pay the LESSOR double (2x) the Monthly Rental abovementioned, for each month of delay, as reasonable compensation for the use and occupation of the Unit, until the same is vacated and surrendered by the LESSEE to the LESSOR; provided, however, that the payment by LESSEE of such reasonable compensation shall not be construed as an extension or renewal the lease. A fraction of a month shall be considered as one (1) month for purposes of computing said reasonable compensation due to LESSOR.

7. ADVANCE RENTAL: Upon the execution of this Contract, LESSEE agrees to pay in advance two (2) month's rent which will be applied to the last (2) months' of the Lease Term.

8. SECURITY DEPOSIT: Upon the execution of this Contract, LESSEE agrees to pay a security deposit in an amount equivalent to two (2) months' rent, as security for the faithful compliance by the LESSEE of all terms and conditions of this Contract and for the return of the Unit in good and proper condition, and to answer for any and all repairs or damages to the Unit and other liabilities of the LESSEE under this contract. This security deposit cannot be applied by the LESSEE to any unpaid rental(s) or to any other liability of the LESSEE to the LESSOR. The security deposit shall, unless the same is subject to forfeiture under this Contract, be refunded to the LESSEE, without any interest thereon, within sixty (60) days after the expiration of the lease and after the LESSEE has moved-out of and vacated the Unit, whichever is later.

9. DEDUCTIONS TO SECURITY DEPOSIT AND OTHER CHARGES: The following charges will be deducted from the security deposit, if applicable unpaid rent; unpaid utilities; unreimbursed advances; repairs or damages to the Unit caused by negligence, carelessness, accident, or abuse, including stickers, scratches, tears, burns, stains, or unapproved holes; replacement cost of LESSOR's property that was in or attached to the Unit and is missing; utilities for repairs or cleaning; unreturned keys; missing or burned-out light bulbs; removing unauthorized appliances or devices; removing improperly placed items, goods or materials; packing, removing, or storing property removed or stored pursuant to this contract; trash removal; government fees or fines against LESSOR for LESSEE's violation of laws, decrees or ordinances; late-payment and returned check charges; or in any valid eviction proceeding against LESSEE, plus attorney's fees, court costs, and filing fees actually paid; accelerated rent under par. 14; and other sums due under this Lease Contract.

10. UTILITY SERVICES: All charges for electricity, water, and other utility services to the Unit shall be for the sole account of the LESSEE. LESSEE shall promptly pay all utility charges directly to the utility company concerned. The LESSOR will not be liable for the discontinuance of or interruptions in utility services to the LESSEE due to any cause or reason whatsoever.

11. LOSS: The LESSOR is not liable to any occupant, customer or guest for injury, damage, or loss to person or property, from any cause including fire, smoke, rain, flood, water leaks, lightning, wind, explosions, interruption of utilities, pipe leaks, theft, negligent or intentional acts of occupants, staff, employees, customers, guests or criminal conduct of other persons including theft, burglary, assault, vandalism or other crimes.

12. SIGNAGES: All signs, posters or any form of advertising shall be approved by the LESSOR before it is installed by the LESSEE outside the unit. No advertising material shall be posted on any other place without the prior approval of the LESSOR.

13. RULES & REGULATIONS: LESSEE shall faithfully comply with and abide by the Rules & Regulations promulgated, updated, or revised by the LESSOR and/or the Building Association from time to time. These Rules & Regulations shall form an integral part of this Contract such that any violation thereof will constitute a breach of this Contract.

14. ACCELERATED RENT: All monthly rent for the remainder of the Lease Term will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without LESSOR's written consent: (1) LESSEE moves out, removes property preparatory to moving-out, or gives oral or written notice of intent to move out before the Lease Term ends; and (2) LESSEE has not paid all the rent for the entire Lease Term. Such conduct is considered a breach of the lease contract. Remaining rent also will be accelerated if LESSEE is judicially evicted or moved-out on demand of the LESSOR due to LESSEE's default on his/her obligations.

15. PRE-TERMINATION: LESSEE cannot pre-terminate the lease. Pre-terminating the lease will result in the automatic forfeiture of LESSEE's security deposit in addition to LESSOR's remedy under Sec. 15 above.

16. TAXES, LICENSES and PERMITS: LESSEE will pay all charges, taxes, assessments and fees which may, at any time during the Lease Term, be imposed or charged by any governmental authority in respect of LESSEE's business in the Unit. LESSEE will indemnify and hold the LESSOR free and harmless from and against any action or liability in respect of claims, actions, orders, fines, charges, penalties or judgment imposed on the LESSOR on account of LESSEE's violation of any law, decrees, ordinances, rules and regulations relating to LESSEE's business in the Unit.

17. ABANDONMENT: Abandonment of the Unit constitutes a violation of the terms and conditions of this Contract. The LESSEE is deemed to have abandoned the Unit when LESSEE has not responded for two (2) days to LESSOR's notice left on the inside of the Unit's main entry door stating that LESSOR considers the Unit abandoned after any of the following have occurred: (1) all occupants appears to have moved out from the Unit in LESSOR's reasonable judgment; (2) furniture, appliances and other equipment have been substantially removed in LESSOR's reasonable judgment; and (3) LESSEE has been in default in payment of rent for five (5) consecutive days from due date, or water or electric service for the Unit has been terminated;

18. ALTERATIONS: The LESSEE agrees not to introduce any improvements or make any alterations in or to the Unit. The LESSEE agrees not to alter, damage, or remove LESSOR's property, including but not limited to furniture, fixtures, utility wiring, windows, locks, keys, and security devices. No holes are allowed inside or outside the Unit. Only items using non-permanent or removable adhesive strips or tapes may be placed on the walls, floors, or ceiling of the Unit. Any improvements to the Unit (with or without LESSOR's consent) shall become property of the LESSOR unless agreed otherwise in writing.

19. MAINTENANCE, REPAIR AND REPLACEMENT: LESSEE shall well and sufficiently preserve, repair and maintain in good, clean tenantable condition, at his/her own cost, the interiors of the Unit, including the flooring, interior walls or other finishes, doors, windows, cables, conduits, wirings, sockets, electrical installations, and plumbing fixtures found in or about the Unit. The LESSEE shall, at his/her own expense, replace the light bulbs in the Unit with the same type and wattage as well as repair or replace parts in the toilet tank with the same type and quality as that installed by the LESSOR. The Unit and all additions and installations supplied by LESSOR shall be kept in a good, clean, working condition. LESSEE shall keep drains, pipes, sanitary or plumbing apparatus in the Unit in good, clean and tenantable condition. LESSEE shall pay LESSOR the costs in cleaning, repairing or replacing any of the same when found to be blocked or stopped. LESSEE shall take all such steps and precautions at his/her own cost to prevent the Leased Premises from becoming infested with termites, rats, mice, cockroaches or other pests or vermin. Should LESSEE fail to maintain the Leased Premises properly such that the same is infested with pests, LESSOR may employ pest control services on the Leased Premises and charge the cost thereof to LESSEE. All minor repairs in the Unit will be at the LESSEE's sole expense. Major repairs not caused by or attributable to LESSOR's fault or negligence shall be for the LESSEE's sole account.

20. PENALTY: LESSEE agrees to pay to LESSOR a penalty on any amount due under this Contract which remains unpaid on due date thereof at the rate of two percent (2%) per month, compounded monthly, to be computed from the date of delinquency until such amount is paid in full. A fraction of a month shall be considered as one (1) month for purposes of computing said penalty.

21. INSPECTION AND VISITATION: LESSOR has the right to enter, and LESSEE agrees to allow LESSOR or its authorized representatives or agents to enter, the Leased Unit, during office hours, in order to inspect the same, undertake maintenance or repairs and to verify the LESSEE's compliance with the terms and conditions of this lease.

22. REMEDIES FOR BREACH: If the LESSEE violates any of the terms or conditions of this Contract, the LESSOR may, in addition to any other remedies or recourse prescribed by law, pursue any or all of following remedies, simultaneously or successively, as follows:

- (a) To terminate this Contract of Lease without the need of any prior notice, demand or judicial declaration;
- (b) To immediately repossess the Unit without the necessity or instituting any judicial or court action. In this connection, the LESSEE hereby names, constitutes, and appoints the LESSOR, its authorized agents, employees, and/or representatives, as its attorney-in-fact, with full power and authority, to open, break-open, padlock, enter, occupy, secure, the Unit, to clean up, make repairs in, and relet the Unit, remove property left in the Unit and to take such other steps and employ such other means to enable the LESSOR to take full and complete physical possession and

agents, employees and/or representatives under the preceding provision may not be the subject of any petition for a temporary restraining order or writ of preliminary injunction or mandatory injunction in court, and that the LESSOR and/or its authorized agents, employees, or representatives will be free and harmless from any civil and/or criminal liability or responsibility therefor.

(c) To suspend or disconnect the electric and/or or water supply and other utility services to the Unit by whatever means without incurring any civil and/or criminal liability or responsibility for the same.

(d) To demand and receive from the LESSEE payment for any and all unpaid rentals, fees, charges, damages, and other financial obligations stipulated in, or arising out of this Contract;

(e) To automatically forfeit the Security Deposit in its favor.

23. RETURN OF THE UNIT: Upon the expiration of the Lease Period, or upon the termination of this contract, the LESSEE shall immediately and peacefully return to the LESSOR the possession of the Unit in as good, clean, sanitary and tenantable condition as when the LESSEE received it from the LESSOR, reasonable and ordinary wear and tear excepted, devoid of all occupants, furniture, and personal articles, and effects of any kind.

24. SUB-LEASE: Sub-letting of the Unit or any portion or space therein is prohibited.

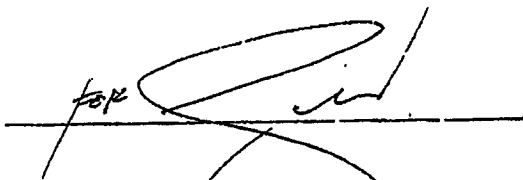
25. ASSIGNMENT: This Contract or any leasehold rights or interest herein cannot be assigned by the LESSEE.

26. LITIGATION: In the event the LESSOR is compelled to seek judicial relief against the LESSEE in order to enforce any or all of its rights under this Contract, the LESSEE, in addition to any other damages that may be awarded by the Court, hereby agrees to pay an amount equivalent to twenty-five (25%) percent of the amount claimed but in no case less than P100,000.00, as and by way of attorney's fees, aside from the costs of litigation, and other expenses which the law entitles the offended party to recover from the offending party. The parties hereby agree to submit any action arising from or incident to this Contract to the jurisdiction of the proper courts of \_\_\_\_\_ City only, to the exclusion of all other venues.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly Executed on the day, month and place herein before mentioned.

By:

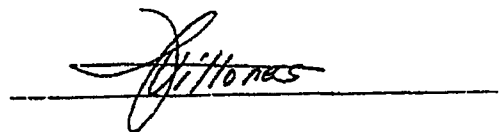
By:



DIANE REVILLA

Representative

Lessor



EMMANUEL T. VILLONES

Representative

Lessee

SIGNED IN THE PRESENCE OF:

\_\_\_\_\_

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES )  
Mun. of \_\_\_\_\_ ) S.S.  
Prov. Of BACOR CITY )

BEFORE ME, a Notary Public in and for the Municipality of BACOR CITY  
\_\_\_\_\_, Cavite, Philippines, personally appeared to me the following persons having  
exhibited to me their residence certificate numbers respectively, to wit:

NAMES	ID TYPE/NO
<u>DIANE REVILLA</u>	_____
<u>EMMANUEL T. VILLONES</u>	_____

Known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL on the place, day and date written.

**ATTY. LUISITO T. GAUDIER**  
Notary Public  
Application No. 2002-14  
PTR No. 2432394 / 01-04-23 / Cavite  
IBP No. 271108 / 01-05-23 / Cavite  
Roll No. 58646  
Ester Baquir Bldg. Tabing Dagat Bacoor, Cavite  
MCLE Compliance No. V-0001274, 12/05/2016  
Until Decembebr 31, 2024

Doc. No. 375  
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Series of 2023