



Republic of the Philippines
Province of Cavite
City of Bacoor

rec'd by:
p/jmg
12/29/2024
4:05 P.M

5th SANGGUNIANG PANLUNGSOD

COMMITTEE ON HOUSING, LAND UTILIZATION AND URBAN DEVELOPMENT

COMMITTEE HEARING REPORT

NO. HLUUD 024 S-2023

Subject: : *A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A DEED OF DONATION WITH FRABELLE FISHING CORPORATION AND MELODIE G. BAQUIR IN FAVOR OF THE CITY BACOOR INVOLVING A PARCEL OF LAND LOCATED AT BARANGAY ZAPOTE, BACOOR CITY, CAVITE WITH AN AREA OF EIGHTEEN THOUSAND SIXTEEN SQUARE METERS (18,016 sqm), MORE OR LESS, WITH ORIGINAL CERTIFICATE TITLE NO. 202300010. PCR 393-2023 dated 11 September 2023.*

This report resolves the authorization of the City Mayor to sign a deed of donation with Frabelle Fishing Corporation and Melodie G. Baquir, dated 29 November 2023. The said deed of donation was referred to the committee by the Sangguniang Panlungsod Presiding Officer, Hon. Vice Mayor Rowena Bautista-Mendiola, during the 70th Regular Session. Thus, the committee reports that:

The committee held two hearings on 20 September 2023 and 16 November 2023. In the first committee hearing, Hon. Alde Joselito F. Pagulayan, serving as the committee chair, recommended rectifying the subject title of the proposed resolution. Various suggestions were put forward during this hearing, including the consideration of eliminating the "AS IS, WHERE IS" clause and making revisions to the wording of the draft deed of donation. The subsequent corrections required are detailed below:

From:	To:
Subject title: THE ACTING CITY MAYOR, HON. ROWENA BAUTISTA-MENDIOLA	Subject title: THE CITY MAYOR, HON. STRIKE B. REVILLA
MELODIE G. BACQUIR	MELODIE G. BAQUIR
BARANGAY KAINGEN	BARANGAY ZAPOTE

Findings:

The foregoing discussion clearly showed that Ms. Baquir is the registered owner of a parcel of land covered by Transfer Certificate of Title No. 2023000010, an area of approximately EIGHTEEN THOUSAND and SIXTEEN square meters (18,016) located in Bacoor City. The expressed intent of Frabelle and Ms. Baquir to donate the aforementioned property is genuine and holds benefits for the city. However, the city government must conduct a thorough verification of all pertinent documents, including the Transfer of Title, Certification (TCT) from PENRO, and specific location details in Barangay Zapote, among others.



Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD

RECOMMENDATION:

After a thorough evaluation, the committee recommends the **APPROVAL** of the resolution that gives the city mayor the right to sign a deed of donation with Frabelle Fishing Corporation and Ms. Melodie G. Baquir.

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

Signed this 05th day of December 2023 at the City of Bacoor, Cavite.

Committee on Housing, Land Utilization and Urban Development

COUN. ALDE JOSELITO F. PAGULAYAN
Chairman

COUN. ADRIENTO G. GAWARAN
Vice Chairman

COUN. SIMPLICIO G. DOMINGUEZ
Member

COUN. ALEJANDRO F. GUTIERREZ
Member



Republic of the Philippines
Province of Cavite
City of Bacoor

rec'd by:
P. Jimenez
9/29/2023
4:05 PM

5th SANGGUNIANG PANLUNGSOD

COMMITTEE ON HOUSING, LAND UTILIZATION AND URBAN DEVELOPMENT

COMMITTEE HEARING MINUTES HLUUD 024 S-2023

Subject: *A RESOLUTION AUTHORIZING THE ACTING CITY MAYOR, HON. ROWENA BAUTISTA-MENDIOLA, TO SIGN A DEED OF DONATION WITH FRABELLE FISHING CORPORATION AND MELODIE G. BAQUIR IN FAVOR OF THE CITY BACOR INVOLVING A PARCEL OF LAND LOCATED AT BARANGAY ZAPOTE, BACOR CITY, CAVITE WITH AN AREA OF EIGHTEEN THOUSAND SIXTEEN SQUARE METERS (18,016 sqm), MORE OR LESS, WITH ORIGINAL CERTIFICATE TITLE NO. 202300010. PCR 393-2023 dated 11 September 2023.*

The hearing was presided over by the Committee Chairperson on Housing, Land Utilization, and Urban Development, Hon. Councilor Alde Joselito F. Pagulayan. In attendance were Hon. Councilor Adrielito G. Gawaran, the Zoning and Land Development Department, represented by Engr. Arthur San Jose, the Office of the City Assessor, represented by Engr. Allan C. Quinatadcan, the Office of the City Legal Services, represented by Atty. Kim Nyca Lofranco, the City Treasurer's Office, represented by Atty. Edith C. Napalan, Frabelle Fishing Corporation, representatives Atty. Alvin Balagbag and Ms. Melodie Baquir, and Diamond Export Corporation representatives.

Coun. Pagulayan called the roll. According to him, the following changes are needed regarding the subject title of the said resolution and the draft deed of donation: 1. from ACTING CITY MAYOR, HON. ROWENA BAUTISTA-MENDIOLA, to CITY MAYOR, STRIKE B. REVILLA, 2. MELODIE G. BACQUIR to MELODIE G. BAQUIR, and 3. BARANGAY KAINGEN TO BARANGAY ZAPOTE. Moreover, to be specific in the place in Zapote.

The Chair recognized Engr. San Jose, who noticed that the name in the Transfer Certificate of Title (TCT) is only Ms. Baquir. He questioned whether there was a Memorandum of Agreement between Frabelle and Ms. Baquir.

Atty. Lofranco received recognition. She mentioned the letter that was prepared by the Office of City Legal Services for Vice Mayor Mendiola: 1. to delete "AS IS, WHERE IS", 2. to add "THE DONOR WARNS AT THE TIME ON SIGN THE DEED OF DONATION AND ACCEPTANCE THE DONOR WHOSE NOR ANY REASONS TO DO OF THE EXISTENCE OF TITLE COST OF THE RIGHTS OF THE DONOR OF THE DONATED PROPERTY," and 3. warranty that the sports complex is able to stand, because, as per Atty. Balagbag it is underwater. Regarding due diligence: 1. Who is the owner, as in the title 2. Registry of Deeds, and 3. Tax Declaration. Furthermore, according to her, the copy of the title submitted by Frabelle and Ms. Baquir is an Original Certificate of Title (OCT), which is not enough to refer to the Registry of Deeds, as the issuance of the said OCT is from the



Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD

Provincial Environment and National Resources Office (PENRO). She stated that boundaries, total areas, and the assessment values in the Tax Declaration in the Registry of Deeds and Assessors Office are different, and the certification issued from the PENRO has no record and has not existed.


The Chair also recognized Atty. Balagbag. In response to Engr. San Jose. He stated that Frabelle and Ms. Baquir had an internal agreement, but they would execute a deed of understanding if needed. According to him, they have already talked to Mayor Strike B. Revilla during the conference regarding building a property in the reclamation area. However, due to the suspension of the reclamation, the proposed project took quite a while. On the other hand, they acquired a parcel of land from the registered owner near the inner island of the reclamation to donate to the city and start the envisioned project of the city mayor. But the area is under water, and there are Informal Settler Families (ISF). As Ms. Baquir mentioned, it has 450 structures; hence, their proposal in the Draft Deed of Donation includes "AS IS, WHERE IS." Atty. Balagbag also mentioned receiving a letter from Vice Mayor Rowena Mendiola-Bautista requesting several changes to the draft deed of donation. Furthermore, he understood what Atty. Lofranco said, explaining that the share of the property of the city in reclamation will not lessen. The said donation is a separate property outside the reclamation.

Without any comments and suggestions, the committee hearing was adjourned following Coun. Gawaran's motion.

Prepared By:


PETER ADRIAN F. BORJA
Local Legislative Staff I

Attested By:


COUN. ALDE JOSELITO F. PAGULAYAN
Chairman
Committee on Housing, Land Utilization
And Urban Development



*met. of by:
13/09/2024
4:05 P.M.*

Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD





Republic of the Philippines
Province of Cavite
City of Bacoor

rec'd by
p. yung
9/29/2023
4:05 P.M.





5th SANGGUNIANG PANLUNGSOD

COMMITTEE ON HOUSING, LAND UTILIZATION AND URBAN DEVELOPMENT

ATTENDANCE OF THE COMMITTEE HEARING

20 September 2023 / 3:00 p.m.
Bacoor Legislative and Disaster Resilience Building, 4th Floor,
Bacoor Government Center

Subject: *A RESOLUTION AUTHORIZING THE ACTING CITY MAYOR, HON. ROWENA BAUTISTA-MENDIOLA, TO SIGN A DEED OF DONATION WITH FRABELLE FISHING CORPORATION AND MELODIE G. BAQUIR IN FAVOR OF THE CITY BACOOR INVOLVING A PARCEL OF LAND LOCATED AT BARANGAY KAINGIN, BACOOR CITY, CAVITE WITH AN AREA OF EIGHTEEN THOUSAND SIXTEEN SQUARE METERS (18,016 sqm), MORE OR LESS, WITH ORIGINAL CERTIFICATE TITLE NO. 202300010. PCR 393-2023 dated 11 September 2023.*

SIGNATURE/ NAME	POSITION/AFFILIATION OFFICE/ADDRESS	CONTACT NUMBER/EMAIL
HON. ALDE JOSELITO F. PAGULAYAN	CITY COUNCILOR SANGGUNIANG PANLUNGSOD	
HON. ADRIELITO G. GAWARAN	CITY COUNCILOR SANGGUNIANG PANLUNGSOD	
HON. SIMPLICIO G. DOMINGUEZ	CITY COUNCILOR SANGGUNIANG PANLUNGSOD	
HON. ALEJANDRO F. GUTIERREZ	CITY COUNCILOR SANGGUNIANG PANLUNGSOD	
Atty. Kim Nyca Infante	City Legal Officer OCLC	



Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD

SIGNATURE/ NAME	POSITION/AFFILIATION OFFICE/ADDRESS	CONTACT NUMBER/EMAIL
<i>Jan T. Balagbaga</i>	<i>Diamond Export Corporation</i>	<i>09178046990</i>
ALVIN BALAGBAGA	FFC	091767360363
MELODIE BAQUIN	BACORON, CAVITE	0918 508 4298
MARIA ANGELA ANCIATAN	DIAMOND EXPORT	0917 819 980
Allan C. Quimatadcan	OIC-ASSESSOR /CAD	09209082822
ARTHUR S. SAN JOSE	ZONING	0949-9988765
EDITH C. NAPAATAN	CTO	0917 109934



Republic of the Philippines
Province of Cavite
City of Bacoor

Rec'd by
Javier
9/19/2023
4:05 PM

5th SANGGUNIANG PANLUNGSOD

COMMITTEE ON HOUSING, LAND UTILIZATION AND URBAN DEVELOPMENT

NOTICE OF THE COMMITTEE HEARING (PROOF OF RECEIPT)

20 September 2023 / 3:00 p.m.
Bacoor Legislative and Disaster Resilience Building,
MSBR Conference Room, 4th Floor, Bacoor Government Center

Subject: A RESOLUTION AUTHORIZING THE ACTING CITY MAYOR, HON. ROWENA BAUTISTA-MENDIOLA, TO SIGN A DEED OF DONATION WITH FRABELLE FISHING CORPORATION AND MELODIE G. BAQUIR IN FAVOR OF THE CITY BACOR INVOLVING A PARCEL OF LAND LOCATED AT BARANGAY KAINGIN, BACOR CITY, CAVITE WITH AN AREA OF EIGHTEEN THOUSAND SIXTEEN SQUARE METERS (18,016 sqm), MORE OR LESS, WITH ORIGINAL CERTIFICATE TITLE NO. 202300010. PCR 393-2023 dated 11 September 2023.

RECEIVED BY: NAME/SIGNATURE	POSITION/AFFILIATION OFFICE/ADDRESS	DATE/TIME CONTACT NUMBER
<i>Trixe Dominguez</i>	<i>SP</i>	<i>MD-jg 9-15-23</i>
<i>Jim Josh A. Filio</i> <i>JAF</i>	<i>Admin Office</i>	<i>9/15/23</i> <i>09770138003</i>
<i>Kimberly J. Talice</i>	<i>Zoniner</i>	<i>9/15/23</i> <i>(310) LOCAL W.</i>
<i>Librada M. Equixado</i> <i>U. Equixado</i>	<i>BCLS</i>	<i>9/15/23</i> <i>415 local</i>
<i>Marinette Montoya</i>	<i>SP</i>	<i>9/15/23</i>



Republic of the Philippines
Province of Cavite
City of Bacoor

rec'd by:
Pagulayan
3/29/2024
4:05 PM.

5th SANGGUNIANG PANLUNGSOD

COMMITTEE ON HOUSING, LAND UTILIZATION AND URBAN DEVELOPMENT

COMMITTEE HEARING MINUTES HLUUD 024 S-2023

Subject: *A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A DEED OF DONATION WITH FRABELLE FISHING CORPORATION AND MELODIE G. BAQUIR IN FAVOR OF THE CITY BACOR INVOLVING A PARCEL OF LAND LOCATED AT BARANGAY ZAPOTE, BACOR CITY, CAVITE WITH AN AREA OF EIGHTEEN THOUSAND SIXTEEN SQUARE METERS (18,016 sqm), MORE OR LESS, WITH ORIGINAL CERTIFICATE TITLE NO. 202300010. PCR 393-2023 dated 11 September 2023.*

The hearing was presided over by the Committee Chairperson on Housing, Land Utilization, and Urban Development, Hon. Councilor Alde Joselito F. Pagulayan. In attendance were the committee member, Hon. Councilor Alejandro F. Gutierrez, the Zoning and Land Development Department, represented by Engr. Arthur San Jose, the Office of the City Assessor, represented by Engr. Allan C. Quinatadcan, the Office of the City Legal Services (OCLS), represented by Atty. Kim Lofranco, the Office of the City Treasurer, represented by Ms. Normalyn Lim, Frabelle Fishing Corporation representatives Atty. Ian Baliwag, and Ms. Melodie G. Baquir.

Coun. Pagulayan asked the attendees to introduce themselves and their respective offices. He addressed certain issues about what happened in the last committee hearing regarding the requirements requested by OCLS, specifically the documents requested by Atty. Lofranco from Frabelle and Ms. Baquir.

The Chair recognized Atty. Baliwag. According to him, the Frabelle noted the request for the necessary documents, such as the certificates from PENRO, which should be submitted to OCLS for verification. He also requested the submitted copies of the plot that he showed during the hearing. To Engr. Quinatadcan, he requested a copy of what they submitted to OCLS. Furthermore, he manifested the company's intention to donate the property in good faith and hopes to assist the city in any of its projects.

Coun. Pagulayan expressed the local government's appreciation for the intention of Frabelle and Ms. Baquir regarding the donation. He then stated that after the Frabelle clarified, all the records were set, and all the due diligence findings of the different offices were resolved, the parties proceeded to the next step.

Without any comments or suggestions, Coun. Gutierrez motioned to adjourn the committee hearing.



Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD



PETER ADRIAN F. BORJA
Local Legislative Staff I

Attested By:



COUN. ALDE JOSELITO F. PAGULAYAN
*Chairman
Committee on Housing, Land Utilization
And Urban Development*



*Rec'd by
Frabelle
12/16/2023
4:05 P.M.*

Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD





Republic of the Philippines
Province of Cavite
City of Bacoor

rec'd by:
R. J. Lopez
10/19/23
4:05 P.M.

5th SANGGUNIANG PANLUNGSOD

COMMITTEE ON HOUSING, LAND UTILIZATION AND URBAN DEVELOPMENT

ATTENDANCE OF THE COMMITTEE HEARING

16 November 2023 / 09:15 a.m.
Bacoor Legislative and Disaster Resilience Building,
MSBR Conference Room, 4th Floor, Bacoor Government Center

Subject: *A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A DEED OF DONATION WITH FRABELLE FISHING CORPORATION AND MELODIE G. BAQUIR IN FAVOR OF THE CITY BACOR INVOLVING A PARCEL OF LAND LOCATED AT BARANGAY ZAPOTE, BACOR CITY, CAVITE WITH AN AREA OF EIGHTEEN THOUSAND SIXTEEN SQUARE METERS (18,016 sqm), MORE OR LESS, WITH ORIGINAL CERTIFICATE TITLE NO. 202300010. PCR 393-2023 dated 11 September 2023.*

SIGNATURE/ NAME	POSITION/AFFILIATION OFFICE/ADDRESS	CONTACT NUMBER/EMAIL
HON. ALDE JOSELITO F. PAGULAYAN	CITY COUNCILOR SANGGUNIANG PANLUNGSOD	
HON. ADRIELITO G. GAWARAN	CITY COUNCILOR SANGGUNIANG PANLUNGSOD	
HON. SIMPLICIO G. DOMINGUEZ	CITY COUNCILOR SANGGUNIANG PANLUNGSOD	
HON. ALEJANDRO F. GUTIERREZ	CITY COUNCILOR SANGGUNIANG PANLUNGSOD	



Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD

SIGNATURE/ NAME	POSITION/AFFILIATION OFFICE/ADDRESS	CONTACT NUMBER/EMAIL
Atty. Kim Lozano	City Legal Officer - OCLG	atty.kimlozano. bacoor@gmail.com
Norman Lin	CTO	09166674418
Atty. Ian Baliwag	FFC	iambaliwag@frabelle.com
Alan C. Quinsuan	CAO	09209082822
Ardian S. San Jose	ENINIC	0949998876



Rec'd by:
12/19/2023
4:05 PM

Republic of the Philippines
Province of Cavite
City of Bacoor


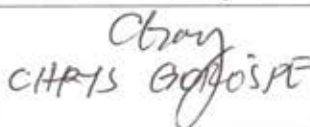


5th SANGGUNIANG PANLUNGSOD

**COMMITTEE ON HOUSING, LAND UTILIZATION
AND URBAN DEVELOPMENT**

**NOTICE OF THE COMMITTEE HEARING
(PROOF OF RECEIPT)**

16 November 2023 / 09:15 a.m.
Bacoor Legislative and Disaster Resilience Building,
MSBR Conference Room, 4th Floor, Bacoor Government Center

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A DEED OF DONATION WITH FRABELLE FISHING CORPORATION AND MELODIE G. BAQUIR IN FAVOR OF THE CITY BACOR INVOLVING A PARCEL OF LAND LOCATED AT BARANGAY ZAPOTE, BACOR CITY, CAVITE WITH AN AREA OF EIGHTEEN THOUSAND SIXTEEN SQUARE METERS (18,016 sqm), MORE OR LESS, WITH ORIGINAL CERTIFICATE TITLE NO. 202300010. PCR 393-2023 dated 11 September 2023.

RECEIVED BY: NAME/SIGNATURE	POSITION/AFFILIATION OFFICE/ADDRESS	DATE/TIME CONTACT NUMBER
 JOSEPHINE	SP	11-15-23
 CHRIS	SP	11-15-23
 LAST SEDILLA		11-15-23
JEROME RENOMAFON	ZONING	11-15-23
 Maricela Montoya	SP	11-15-23

DEED OF DONATION AND ACCEPTANCE

This Deed of Donation and Acceptance (the "Deed") is made and entered into this ___ day of _____, 2023, in the City of Bacoor, Province of Cavite, by and between:

FRABELLE FISHING CORPORATION, a corporation duly organized and existing under and by virtue of the laws of the Philippines, with office address at 1051 Northbay Boulevard, Navotas City, represented herein by its duly authorized President, **Mr. FRANCISCO P. TIU-LAUREL, JR.**

-Together with-

MELODIE G. BACQUIR, widow, Filipino, of legal age, with residential address at 36 Evangelista St., Kaingen Bacoor Cavite.

(collectively referred to as "DONORS")

and

CITY OF BACCOOR, a local government unit of the Republic of the Philippines created in accordance with the law with the seat of government at Bacoor Government Center, Molino Boulevard, City of Bacoor, Cavite, represented herein by its local chief executive, **HON. STRIKE B. REVILLA**, duly authorized by its Sangguniang Panlungsod, hereinafter referred to as the "DONEE"

The DONOR and the DONE shall hereinafter collectively be referred to as the "Parties,"
" and individually as a "Party"

WITNESSETH - THAT:

WHEREAS, the DONORS are the beneficial and registered owner of a parcel of land covered by Transfer Certificate of Title No. 2023000010, an area of approximately EIGHTEEN THOUSAND and SIXTEEN square meters (18,016 sqm) located in Bacoor City (the "Property");

WHEREAS, the DONOR has offered to donate the Property to the DONE, and the DONE, cognizant of the liberality and beneficence of the DONOR and in full appreciation thereof, has accepted the Property from the DONOR;

NOW THEREFORE, for and in consideration of the foregoing premises, the Parties hereunto execute this Deed:

Section 1. Transfer of the Property. The DONORS hereby voluntarily GIVES, TRANSFERS, and CONVEYS, by way of donation unto the DONEE the Property, subject to the obligations and resolutive conditions stated in this Deed, and with due and deliberate consideration and understanding of the obligations and conditions imposed herein, the DONEE hereby accepts the Property and agrees to such obligations and resolutive conditions.

- 2.1 The Property shall be used exclusively and solely for public purpose and use.
- 2.2 This Deed and the donation subject hereof shall be immediately revocable or canceled at the option of the DONOR for causes provided under Section 8.

Section 3. Reservation of Sufficient Property for Creditors. The DONOR affirms that this donation is not intended to deceive its creditors and that the DONOR has reserved sufficient funds and property for its use.

Section 4. Acceptance by DONEE. The DONEE hereby accepts and receives the Property in its existing condition and manifests its gratitude for the DONOR's generosity.

Section 5. Taxes, Fees, and Expenses. The DONEE shall be exclusively liable for any donor's tax, documentary stamp tax, transfer taxes, registration fees, and any and all other expenses, costs and taxes imposed, or to be imposed, in connection with the transfer of title over the Property from the DONOR to the DONEE, the execution, delivery and registration of this Deed and, (where applicable), the issuance of the tax declaration and/or corresponding Transfer Certificate of Title over the Property in the name of the DONEE.

Section 6. Representation and Warranties of DONOR. The DONOR hereby represents and warrants to the DONEE the following:

- (a) To the best of its knowledge, and subject to whatever defects or infirmities as may be imposed by law or as may otherwise be disclosed or available based on public records, it is the owner of the Property;
- (b) That at the time of signing this Deed of Donation and Acceptance, the DONOR neither knows nor has any reason to know of the existence of any outstanding title or claim of title hostile to the rights of the DONOR and the OWNER of the Donated Property. The DONOR warrants the genuineness and authenticity of the title of MELODY BAQUIR to the Donated Property;
- (c) That the Property is viable for its intended purpose, thus, the DONOR guarantees that the Property is ready for the construction of the Sports Complex and other infrastructure for public purpose."
- (d) It possesses full corporate power and authority to enter into this Deed and has taken all the necessary corporate action to authorize the entry into, performance, and delivery of this Deed and the transactions contemplated thereby and
- (e) It is duly incorporated, validly existing, and in good standing under the laws of the Republic of the Philippines.

Section 7. Representation and Warranties of the DONEE. The DONEE hereby represents and warrants to DONOR the following:

- (a) The DONEE possesses full power and authority to enter into this Deed, receive and accept the Property, perform all the obligations and fulfill all the conditions herein imposed, and exercise all rights of ownership over the Property;
- (b) This Deed and the consummation of the transactions contemplated herein are the DONEE's legal, valid, binding, and enforceable obligations;
- (c) There is no litigation, claim, or dispute pending, or to the DONEE's knowledge, threatened against or affecting the DONEE, the adverse determination of which might materially and adversely impair the DONEE's ability to perform or comply with the conditions for the donation under this Deed or any instrument or agreement required hereunder; and
- (d) The DONEE has not failed to disclose any Material Fact that may affect the execution and performance of this Deed during its effectivity. A "Material Fact" means such fact which, had the DONOR known of such fact either during the negotiation or at any time during the life of this Deed, the DONOR would not have entered into this Deed.

Section 8. Right to Revoke Donation. This Deed may, at the option of the DONOR, be canceled or revoked by the DONOR for the following causes:

- (a) The DONEE uses, possesses, or otherwise disposes of the Property for purposes other than the beneficiaries intended under Section 2.2 above;
- (b) Any other act, deed, or circumstance that occurs or is committed which under the law entitles the DONOR to cancel or revoke the donation herein made.

Section 9. Effects of Revocation. In the event of the exercise by the DONOR of its right to revoke herein under Section 2.2, and upon receipt of written demand made by the DONOR, the DONEE shall immediately surrender and/or vacate the Property and reconvey the title over the same to the DONOR. The DONEE shall likewise execute such documents and do such other acts as may be necessary to reconvey the title to and possession of the Property to the DONOR.

Section 10. Expenses for Revocation. The DONEE shall be exclusively liable for any and all taxes, fees, or expenses incurred or suffered by the DONOR in connection with the revocation of the donation, the reconveyance and the transfer of title over the Property to the DONOR, or the exercise of its rights herein.

Section 11. Notices. Notices shall be in writing and served by personal delivery, by registered mail, through a reputable courier service (postage prepaid and properly addressed), or by means of electronic mail (with the necessary transmission details). Notices shall be addressed as follows:

If to the DONOR:	If to the DONEE:
FRABELLE FISHING CORPORATION	CITY GOVERNMENT OF BACOR
1051 Notybay Boulevard, Navotas City	Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Cavite
Attention: Francisco P.Tiu-Laurel, Jr.	Attwntion: Hon. Mayor Strike B. Revilla
Email address:	Email address:

Such Notices shall be deemed served or given:

- a. If personally served by being left at the address of the Party to whom the Notice is given between the hours of 8:00 a.m. and 5:00 p.m. on any Business Day, then at the time the Notice is duly received and where any such Notice is received after these specified hours, then the Business Day following. A "Business Day" shall mean a day, except Saturday and Sunday, on which commercial banks are required or authorized to be open in Navotas City;
- b. If sent by registered mail, then upon five (5) Business Days after mailing;
- c. If sent by electronic mail, then when successfully transmitted, as evidenced by the return receipt, during business hours, or if not transmitted during business hours, then when business hours next commence;
- d. If sent by facsimile, then when successfully transmitted during business hours, or if not transmitted during business hours, then when business hours next commence; or
- e. If sent by a reputable courier service, then after two (2) Business Days following the date the notice is deposited with the courier service.

Any Party may change its address or other relevant details for receipt of Notices or its duly authorized representative by giving written notice thereof to the other Party. The duly authorized representative of that Party_ may sign any Notice given under this Deed on behalf of the Party.

Section 12. Miscellaneous Provisions.

- 12.1 This Deed is the complete and exclusive statement of the Deed between the Parties and supersedes all proposals or prior agreements, oral or written, and all other communications between the Parties relating to the subject matter of this Deed.

The index and headings of the Sections contained herein are used for convenience and ease of reference only and in no way define, limit, or describe the scope or intent of this Deed or any of its provisions.

- 12.2 Both Parties acknowledge and agree that they have fully read and understood the contents of this Deed and that the same shall be considered to have been jointly drafted.
- 12.3 Neither Party shall be responsible for any failure to comply with, or for any delay in the performance, of the terms of this Deed if such failure or delay is due to causes beyond its reasonable control that is not foreseeable or, even if foreseeable, is unavoidable, or its origin is not due to negligence or lack of care on the part of the DONOR but instead due to acts of God, such as, but not limited to, those caused by public enemy, wars or revolutions, riots, embargoes, fire, explosions, sabotages, floods, epidemics, quarantine restrictions, accidents, typhoons, labor disputes or strikes which is nationwide or widespread (i.e., not directed at a Party), orders, restraints or prohibitions by any government authorities and other

causes analogous or similar to the foregoing. Negotiation or at any time during the life of this Deed, the DONOR would not have entered into this Deed.

- 12.4 This Deed may not be modified, amended, added to, or otherwise varied except by a document in writing signed by each of the Parties.
- 12.5 The DONEE shall not assign or transfer this Deed or any of the rights or obligations granted herein without the prior written consent of the DONOR, and any purported assignment made without obtaining such written consent shall be null and void. The DONOR may assign all or any part of its rights, benefits, or obligations hereunder to its holding companies, subsidiaries, or affiliates without the need for the consent of the DONEE.
- 12.6 In case one or more of the provisions contained in this Deed shall be declared invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
- 12.7 No waiver by a Party of any breach of this Deed shall be held or construed to be a waiver of any other subsequent or antecedent breach of this Deed. Failure of a Party to exercise a remedy or to insist on the performance of any of the covenants of this Deed shall not be construed as abandonment, cancellation, or waiver of such covenant. No waiver by a Party shall be deemed to have been made unless expressed in writing and signed by its authorized representatives.
- 12.8 The Parties shall do and execute, or procure to be done, and execute all such further acts, deeds, documents, and things as may be necessary to give full effect to the terms and intent of this Deed.
- 12.9 This Deed shall be governed by and construed in accordance with the laws of the Philippines.
- 12.10 In the event of litigation arising from, or in connection with, this Deed, the venue of action shall be in the proper courts of Bacoor City, to the exclusion of all other courts elsewhere situated.
- 12.11 Each Party may execute this Deed in counterparts, each of which shall be deemed an original, but all of which shall constitute as one and the same instrument with the same effect as if the Parties signed the same document.

FRABELLE FISHING CORPORATION

CITY GOVERNMENT OF BACOOR

TIN:

TIN:

By:

By:

Mr. FRANCISCO P. TIU-LAUREL, JR.

HON. STRIKE B. REVILLA

MELODIE G. BACQUIR

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
City of Bacoor, Cavite) S.S.

BEFORE ME, a Notary Public for and in the City of Bacoor, Province of Cavite,
this ____ day of _____ 2023, personally appeared the following persons:

NAME	ID	ID NUMBER / PLACE OF ISSUANCE	VALIDITY
HON. STRIKE B. REVILLA			
Mr. FRANCISCO P. TIU-LAUREL, JR.			
MELODI G. BAQUIR			

Known to me, and to me known to be the same persons who executed the foregoing Deed of Donation With Acceptance and acknowledged to me that they executed the same as their free and voluntary act and deed as well as those of the entities they represent. The foregoing Agreement consisting of ____ (___) pages, including this page where the acknowledgment appears, has been signed by the parties and their instrumental witnesses on each page hereof.

WITNESS MY HAND SEAL on the date and at the place above written.

Doc. No. ____
Page No. ____
Book No. ____
Series of 2023.