



COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES

COMMITTEE REPORT
CRPLO-PCR-595-2024

Office of the Sangguniang Panlungsod
Received by: Jonel Pring
Date: 08 AUG 2024
Time: 8:27am

Subject: A resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign the renewal of the contract of lease with the PLDT for and on behalf of the City Government of Bacoor for the purpose of leasing a 50-square meter portion of the lower ground of the Bacoor City Hall at the Bacoor Government Center.

(PCR-595-2024 – Date Referred: June 10, 2024)

The above-mentioned proposed ordinance underwent its first reading on June 10, 2024 during the 94th Regular Session of the Sangguniang Panlungsod. The said proposed ordinance was referred by the Presiding Officer, City Vice Mayor Hon. Rowena Bautista Mendiola to the Committee on Rules and Privileges, Laws and Ordinances.

FINDINGS:

The Honorable Mayor Strike B. Revilla is asking for permission to enter and sign the lease renewal. It was determined that a draft contract of lease renewal that was integrated into the endorsement was appropriate. Because of its location in the Bacoor Government Center, the renewal also benefits the people of Bacoor by giving them access to cutting-edge technology and telecommunications services. This can enhance the provision of services to Bacoor people and the quality and dependability of telecommunication services in the city.

RECOMMENDATION:

Upon careful examination of the draft Contract of Lease Agreement, it was determined that the renewal is consistent with the city government's objective of raising income because it will allow it to continue receiving revenue from the use of the leased premises by PLDT Inc.







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

Signed this 19th day of June 2024 at the City of Bacoor, Cavite.

Committee on Rules and Privileges, Laws and Ordinances



COUN. REYNALDO C. PALABRICA
Chairman



COUN. LEVY TELA
Vice Chairman



COUN. ALEJANDRO GUTIERREZ
Member



COUN. ADRIELITO GAWARAN
Member





COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES

MINUTES OF THE COMMITTEE REPORT
CRPLO-PCR-595-2024

Office of the Sangguniang Panlungsod
Received by Janet 2024
Date: 11/8/2024
Time: 8:23 am

Subject: *A resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign the renewal of the contract of lease with the PLDT for and on behalf of the City Government of Bacoor for the purpose of leasing a 50-square meter portion of the lower ground of the Bacoor City Hall at the Bacoor Government Center.*

(PCR-595-2024 – Date Referred: June 10, 2024)

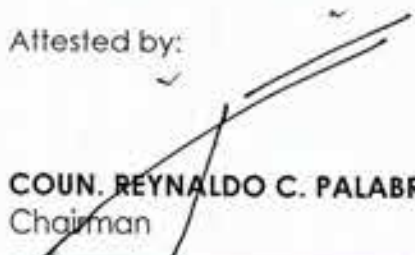
The Office of the Sangguniang Panlungsod received a letter from Hon. Mayor Strike B. Revilla dated June 4, 2024, endorsing the proposed CONTRACT OF LEASE for the renewal of a fifty (50) square meter lease for a portion of Unit LGO1 on the lower ground floor of the Bacoor Government Center for the Sales and Service Center of PLDT, Inc. The said proposed city resolution was referred to this Committee by the Sangguniang Panlungsod Presiding Officer, Hon. Rowena Bautista-Mendiola on June 10, 2024.

The prior Lease Contract, dated February 13, 2023 expired on February 15, 2024. With the consideration, mutual covenant, and stipulation of both parties to execute this contract is solely for office and/or commercial purposes and agreed to continue to lease out the said premises, which covers a period of ONE (1) YEAR commencing on February 16, 2024, and shall expire at midnight on February 15, 2025. A copy of the proposed Contract of Lease renewal draft was attached for immediate reference of the committee.

Prepared by:


RONALDO M. MERONA
Staff

Attested by:


COUN. REYNALDO C. PALABRICA
Chairman





Republic of the Philippines
Province of Cavite
CITY OF BACOOR
OFFICE OF THE SANGGUNIANG PANLUNGSOD



CCBCR-SPBac-F01.01
05/30/2024



PCR 595-2024 – A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN THE RENEWAL OF THE CONTRACT OF LEASE WITH THE PLDT FOR AND ON BEHALF OF THE CITY GOVERNMENT OF BACOOR FOR THE PURPOSE OF LEASING A 50-SQUARE. METER PORTION OF THE LOWER GROUND FLOOR OF THE BACOOR CITY HALL AT THE BACOOR GOVERNMENT CENTER.



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



CCBCR MO 03 F03 02
05/30/2024

June 4, 2024

OFFICE OF THE
SANGGUNIANG PANLUNGSOD
RECEIVED
BY: AIREL

DATE: 06/04/2024
TIME: 11:00 AM
BACOOR CITY, CAVITE

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

THRU: Atty. Khalid Atega, Jr.
Sangguniang Panlungsod Secretary

SUBJECT: Endorsement Letter

Dear Hon. Bautista-Mendiola:

I hereby endorse to the esteemed members of the Sangguniang Panlungsod for appropriate action Endorsement No. 707, series of 2024, issued by the Office of the City Legal Service, relative to the Renewal of Contract of Lease between the City Government of Bacoor and PLDT, Inc., on a 50 sq m. portion of Lower Ground Floor of the Bacoor Government Center, Bacoor City, Cavite.

Attached herewith is the aforementioned letter, including the draft Memorandum of Agreement, for your immediate reference.

I trust that you give this matter your utmost consideration.

Sincerely Yours,


STRIKE B. REVILLA
City Mayor

Page 1 of 1





58R20243130

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



Call No. 24-161009

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OFFICE OF THE SANGGUNIANG PANLUNGSOD



CGCR-SPBac-F01.01
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Republic of the Philippines
Province of Cavite
CITY OF BACOOR



OFFICE OF THE CITY LEGAL SERVICE

INDORSEMENT NO. 707, SERIES 2024

TO : Hon. STRIKE B. REVILLA
City Mayor
Office of the Mayor

Thru : Atty. PAUL MICHAEL G. SANGALANG
Executive Assistant IV
Office of the City Mayor

Atty. Sangalang
5:57 PM
6/1/24

RE: FOR ENDORSEMENT TO SANGGUNIANG PANLUNGSOD
Contract of Lease between the City Government of Bacoor and PLDT, Inc. - Renewal

DATE: 03 June 2024

We are respectfully endorsing to your good office a copy of the proposed **CONTRACT OF LEASE** renewal draft between the City Government of Bacoor and PLDT Inc., regarding the lease of fifty (50) square meters, as portion of Unit LG01 of the Lower Ground Floor of the Bacoor City Hall Building, Bacoor Government Center as the latter's Sales Service Center.

All things having been found to be in order, we hereby endorsed to your good office the abovementioned Contract of Lease for your approval, and subsequent endorsement to the Sangguniang Panlungsod

Thank you for your usual support and *Godspeed!*

RESPECTFULLY,

Atty. Rey Marco B. Mendoza
Atty. REY MARCO B. MENDOZA
Office of the City Legal Services

APPROVED BY:

Atty. Kim Nyca R. LoFranco
Atty. KIM NYCA R. LOFRANCO
City Legal Officer
Office of the City Legal Services



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**CONTRACT OF LEASE
(RENEWAL)**

This Contract of Lease (the "Contract") is made and entered into this _____ day of _____, 2024, by and between

HON. STRIKE B. REVILLA
City Mayor

MR. JOHN GREGORY Y. PALANCA
SVP & Head - Sales and Dev't Group

ARTY. AIMEE TORRESFRANCA NERI
Bacoor City Administrator

MS. EDEN REMEDIOS B. TECHICO
Vice President & Head, Sales and Development

The **CITY GOVERNMENT OF BACOOR**, a local government unit existing under the laws of the Republic of the Philippines, with principal office address at Bacoor Government Center, Molino Boulevard, Brgy. Bayanan, City of Bacoor, Cavite, herein represented by its Local Chief Executive, **HON. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. 2023-210, Series of 2023, approved on the 6th day of March 2023, of the City Council of Bacoor, hereinafter referred to as the "**LESSOR**"

and

PLDT INC., a corporation duly organized and existing under the laws of the Republic of the Philippines with principal office address at the Ramon Cojuangco Building, Makati Avenue, Makati City, herein represented by its Senior Vice President and Head of Sales and Development Group, **MR. JOHN GREGORY Y. PALANCA**, hereinafter referred to as the "**LESSEE**"

The term "Party" shall mean either LESSOR or LESSEE, as applicable, while the term "Parties" shall mean LESSOR and LESSEE, collectively

WITNESSETH:

WHEREAS, the LESSOR is the owner of a property known as the Bacoor City Hall Building Bacoor Government Center, located at Molino Boulevard, Brgy. Bayanan, City of Bacoor, Cavite, hereinafter referred to as the "**Property**":

WHEREAS, the LESSEE, in the furtherance of its business, desires to lease a portion of the Property with an area of fifty (50) square meters identified as a portion of Unit LG01 of the Lower Ground Floor of the Bacoor City Hall Building, Bacoor Government Center, located at Molino Boulevard, Brgy. Bayanan, City of Bacoor, Cavite, as its office space, hereinafter referred to as the "**Leased Premises**".

WHEREAS, the LESSOR agrees to lease out the Leased Premises to the LESSEE provided that aside from the payment of the rental fee, the LESSEE shall, for the purpose of providing optimum network coverage for the employees, agents, and patrons of Bacoor Government Center, install free of charge, Smart telecommunications facilities, including but not limited to the equipment and outdoor Distributed Antenna System (DAS).

Contract of Lease between the City Government of Bacoor and PLDT, INC.

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Republic of the Philippines
Province of Cavite
CITY OF BACOOR
OFFICE OF THE SANGGUNIANG PANLUNGSOD



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05/30/2024



MON. STRIKE B. HEVILLA
City Mayor

WHEREAS, a prior Contract of Lease was entered into by the Parties dated 15 February 2023, a copy of which is attached as **Annex "A"**.

WHEREAS, the said original Contract of Lease expired last 15 February 2024.

WHEREAS, the LESSOR and LESSEE agree to execute this Contract of Lease solely for office and/or commercial purposes.

WHEREAS, the LESSOR agrees to extend and continue to lease out the Leased Premises to the LESSEE in accordance with City Ordinance No. CO 33-2018 or the "Bacoor Lease Ordinance", Series of 2018.

NOW THEREFORE, for and in consideration of the foregoing premises and the mutual covenants and stipulations provided for herein, the LESSOR and LESSEE hereby agree as follows:

MR. JOHN GREGORY Y. PALANCA
SVP & Head - Sales and Dev't Group

1. **TERM** - The lease shall be for a period of **ONE (1) YEAR** commencing from **16 February 2024** and shall expire at midnight of **15 February 2025** ("Term"), unless earlier terminated pursuant to Sections 16 and 17 of this Contract. This Contract may be renewed at the instance of either the LESSOR or the LESSEE by sending the other Party a notice to such effect within six (6) months prior to the expiration thereof, under such terms and conditions as may be mutually acceptable to the LESSOR and LESSEE.

ADY. AMEE TORRESFRANCA NFR
Bacoor City Admin. In-Charge

2. **RENTAL RATE** - For and in consideration of the use and occupancy of the Leased Premises, the LESSEE shall pay the LESSOR a monthly rental of **THIRTY-SIX THOUSAND SIX HUNDRED TWO PESOS AND FIFTY CENTAVOS (PHP 36,602.50)**, exclusive of value-added tax, payable within the first fifteen (15) days of every applicable monthly period.

Succeeding rental payments received more than five (5) working days after its due date shall be considered late payment and shall bear a penalty interest of five percent (5%) per month, to be computed on a daily basis and compounded monthly from the date of default until fully paid, without prejudice to the right of the LESSOR to terminate this Contract.

Any other amount required to be paid by the LESSEE to the LESSOR under this Contract shall, if unpaid on its due date, similarly earn interest at the same rate and conditions.

MS. EDEN REMEDIOS B. TECHICO
Vice-President & Head, Sales and Development

3. **TAXES**

A. **Withholding Tax and Documentary Stamp Tax**

The withholding tax shall be withheld by LESSEE at the rate prescribed by law and shall be for the account of the LESSOR. LESSEE shall, however, provide LESSOR the corresponding Certificate/s of Creditable Tax Withheld at intervals mandated by the government.

Contract of Lease between the City Government of Bacoor and PLDT, INC

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HON. STRIKE B. REVILLA
City Mayor

MIR. JOHN GREGORY Y. PALANCA
SVP & Head - Sales and Dev't Group

ATTY. AMILIE TORREFRANCA-NEO
Bacoor City Administrator

MRS. EDEN REMEDIOS B. TEORICO
Vice-President & Head, Sales and Development

The Documentary Stamp Tax (DST) arising from the Contract (including for any renewals hereof) shall be for the account of LESSOR.

B. Value-Added Tax

The rental payments shall include all taxes, fees, assessments, and other charges, except value-added tax (VAT). The VAT, if applicable, shall be for the account of the LESSEE provided the LESSOR is a VAT-registered entity and presents a copy of its VAT Registration Certificate upon the start of the Lease Period and issues duly registered VAT Official Receipts (ORs) upon receipt of the Rent. Failure by LESSOR to issue the applicable VAT-registered Official Receipt will be sufficient grounds for LESSEE to withhold future payments. In case of failure on the part of LESSOR to provide said VAT Registration Certificate, LESSEE may refuse to pay the VAT from the start of the Lease Period until such time that LESSOR provides a copy of its VAT Registration Certificate. To avoid doubt, the LESSEE shall in no case be liable to pay retroactively any VAT in case of late submission by the LESSOR of the relevant VAT Registration Certificate.

4. ADVANCE RENTAL AND SECURITY DEPOSIT – Upon execution of this Contract, the LESSEE shall pay the LESSOR.

- A. The sum of **ONE HUNDRED NINE THOUSAND EIGHT HUNDRED SEVEN PESOS AND FIFTY CENTAVOS (PHP 109,807.50)**, exclusive of value-added tax, representing three (3) months advance rental, applicable for the last three (3) months of the Contract. Any difference as to the previous advance rental paid based on the Original Contract of Lease, should it still be unutilized, shall be settled by the LESSEE to the LESSOR.
- B. Security Deposit in the sum of **ONE HUNDRED NINE THOUSAND EIGHT HUNDRED SEVEN PESOS AND FIFTY CENTAVOS (PHP 109,807.50)**, exclusive of value-added tax, equivalent to three (3) months rental. It is hereby expressly agreed herein that the Security Deposit cannot be utilized for the payment of monthly rental. The Security Deposit shall be refundable to the LESSEE within thirty (30) days from the termination of the Term or of this Contract of Lease, as provided for under the provisions of Section 1 hereof, provided that no deduction therefrom or forfeiture thereof is proper as provided for in this Contract. Any difference as to the previous Security Deposit paid based on the Original Contract of Lease, should it be unutilized, shall be settled by the LESSEE to the LESSOR.

5. RENTAL ESCALATION – It is agreed that the monthly rental under this Contract shall not be subject to any increase during the Term as provided in Section 1 hereof.

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Republic of the Philippines
Province of Cavite

CITY OF BACOOR

OFFICE OF THE SANGGUNIANG PANLUNGSOD



BACONG PILIPINAS

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05/30/2024



HON. STRIKE B. REVILLA
City Mayor

MR. JOHN GREGORY Y. PALANCA
SVP & Head - Sales and Dev't Group

ATY. JIMEL TORREFRANCA-NER
Bacoor City Administrator

MS. EDEN REMEDIOS B. TECHICO
Vice-President & Head, Sales and Development

6. **USE OF LEASED PREMISES.** – The Leased Premises shall be used by the LESSEE exclusively for office/commercial purposes. The LESSEE further agrees that the Leased Premises shall not be utilized for any other purposes without first obtaining written consent from the LESSOR on the LESSEE's intention to use the Leased Premises for purposes other than that of operating a business office.

Should the LESSEE, at any time during the term of this Contract, use the Leased Premises for any other purpose without the prior written consent of the LESSOR, the LESSOR shall have the option to either terminate this Contract or compel the LESSEE to discontinue the non-commercial activities, at the sole and exclusive option of the LESSOR

7. **IMPROVEMENTS AND EFFECTS.** – The LESSEE may be allowed, at its expense, to construct, install, set up, and/or introduce improvements in the Leased Premises, as may be required or reasonably necessary for carrying out its business operations, subject to the approval of the LESSOR. No such improvements shall be introduced by the LESSEE on the Leased Premises without first showing the plans thereof to the LESSOR for its approval. Said improvements and effects shall remain the LESSEE's property during the term of this Contract. At the sole and exclusive option of the LESSOR, all permanent constructions, additions, alterations, and improvements made or introduced by the LESSEE in the Leased Premises shall become the property of the LESSOR upon the expiration of the lease period or termination of this Contract, or any renewal or extension thereof, without obligation on the part of the LESSOR to pay or reimburse the LESSEE for the value thereof or to require the LESSEE to remove the same and restore the Leased Premises in its original state or condition prior to the introduction of the subject permanent constructions, additions, alterations, or improvements or those improvements which were introduced by the LESSEE that cannot be removed without damaging or defacing the original structure of the Leased Premises. The ownership of constructions, improvements, furnishings, equipment and fixtures constructed or installed by the LESSEE, which may be removed without causing damage to the Leased Premises, shall remain with the LESSEE. All non-permanent improvements must be removed by the LESSEE upon the expiration of this Contract unless there is a just and valid reason for the LESSOR to prevent the same. The LESSEE shall repair or restore at its own expense any damage to the Leased Premises arising from, relating to, or in connection with the removal of the movable improvements, subject to the acceptance, which shall not be unreasonably withheld by the LESSOR of the repair or restoration made by the LESSEE. The Security Deposit shall only be released and refunded to the LESSEE after the Leased Premises have been accepted by the LESSOR. In the event that necessary repairs or restoration to the unit which the LESSEE is bound to perform as provided herein has not been undertaken, the LESSOR may undertake the same using the Security Deposit. The remainder, should there be any, shall be returned to the LESSEE. If the Security Deposit is not enough for the necessary repairs or restorations, the deficiency shall be chargeable and recoverable from the LESSEE, which the latter undertakes to pay within fifteen (15) days from notice thereof

Contract of Lease between the City Government of Bacoor and PLDT, INC.

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HON. STRIKE B. REVILLA
City Mayor

MIR. JOHN GREGORY PALANCA
SVP & Head - Sales and Dev't Group

ATY. AMPE TORREFRANCA NI NI
Bacoor City Administrator

MRS. EDEN REMEDIOS B. TECHICO
Vice-President & Head, Sales and
Development

8. **MAINTENANCE AND REPAIRS.** – The maintenance, cleanliness, and upkeep of the Leased Premises, including ordinary repairs, shall be undertaken by the LESSEE for its own account and expense. Major repairs due to normal wear and tear of the original unit, not including improvements made by the LESSEE, shall be for the exclusive account of the LESSOR. The LESSEE may, however, undertake the major repairs for reimbursement of the LESSOR, subject to inspection by and approval of the LESSOR. The LESSEE shall also be responsible for acquiring an insurance policy that will cover any damages caused by fortuitous events and for repairs that are caused by them. For purposes of determining what major or minor repair, any repair amounting to Ten Thousand Pesos (PHP 10,000.00) and above shall be considered as a major repair. Any repair below said amount shall be considered a minor repair and for the account of the LESSEE.
9. **ELECTRIC, TELEPHONE, WATER AND OTHER UTILITY.** – The LESSEE shall have the right to arrange directly with utility providers and operators for service connection in the Leased Premises of electric, telephone, water, and other utilities, for which it shall be entitled to a separate meter, therefore and shall be obliged to defray the fees and charges for the installation and consumption thereof directly to the service provider.
10. **INSURANCE** – The LESSEE shall have the right for its account to obtain insurance coverage over the improvements, furniture equipment, and other property of the LESSEE on the entire Leased Premises.
11. **SUB-LEASE, TRANSFER OF RIGHTS** – The LESSEE cannot sub-lease or transfer its rights to all or any part of the Leased Premises unless with the written consent of the LESSOR. The LESSOR shall be considered to have given its consent to such requests by the LESSEE if no written opposition was made by the LESSOR within a period of thirty (30) calendar days from receipt of a written request from the LESSEE.
12. **EVENTS OF DEFAULT** – The LESSEE shall be considered in default within the meaning of this Contract in any of the following instances:
 - A. The LESSEE fails to fully pay on time any monthly rental, water, electricity, telecommunication, or other utility bills, or any other financial obligations of the LESSEE stipulated herein, and the LESSEE fails to remedy the situation within fifteen (15) days upon demand for payment of the amount due hereof; or
 - B. The LESSEE violates any other terms and conditions of this Contract, and such violation remains unresolved within thirty (30) days after receipt of notice of such violation from the LESSOR or
 - C. The LESSEE fails or refuses to vacate the Leased Premises upon the expiration of the lease or upon its pre-termination or termination, as the case may be, and

Contract of Lease between the City Government of Bacoor and PLOT, INC.

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MON. STRIKE B. REVILLA
City Mayor

MR. JOHN GREGORY Y. PALANCA
Vp & Head - Sales and Dev't Group

ATTY. AMELI EURETRIANCA-HEW
Bacoor City Administrator

MS. EDEN REMEDIOS B. TECHICO
Vice-President & Head, Sales and Development

D. The LESSEE abandons the Leased Premises for a period of thirty (30) days without written notice to the LESSOR.

13. **CONSEQUENCES OF DEFAULT** – Upon the occurrence of any of the events of default set forth in Section 11 hereof, the LESSEE shall have a period of NINETY (90) days from receipt of written notice of such default from the LESSOR to remedy the default. If the LESSEE fails to do so, the LESSOR shall have the following rights, in addition to other rights and remedies allowed by law, without incurring any civil or criminal liability as a consequence of the exercise of such rights:

- A. To terminate this Contract without the need of prior notice, demand, or judicial declaration.
- B. To immediately take possession of the Leased Premises and take inventory and possession of whatever equipment, furniture, articles, merchandise, appliances, etc. that may be found in the Leased Premises without the necessity of instituting any court or judicial action. In this connection, the LESSEE hereby grants unto the LESSOR full power and authority to undertake any and all necessary actions, including but not limited to entering the Leased Premises or padlocking the Leased Premises, to enable the LESSOR to effectively take possession of the Leased Premises and to sell at public auction the contents of the Leased Premises to answer for whatever receivables the LESSOR has against the LESSEE.
- C. To demand and receive from the LESSEE the payment for any and all unpaid rentals, dues, fees, bills, and other financial obligations stipulated herein, or arising out of this Contract, or any renewal or extension thereof.
- D. To automatically forfeit in its favor, the advance rental and security deposit referred to in Section 4 hereof and/or.
- E. To suspend or disconnect the electric or water supply, telephone service, and other privileges or services to the Leased Premises by whatever means without incurring any civil and/or criminal liability or responsibility.

14. **REPRESENTATIONS AND WARRANTIES** – The LESSOR hereby represents and warrants that:

- A. it is the true, registered, and absolute owner of the Leased Premises and has the right and power to enter into this Agreement.
- B. It has complied with all laws, decrees, orders, ordinances, and/or regulations pertaining thereto.

Contract of Lease between the City Government of Bacoor and P/DY, INC

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Republic of the Philippines
Province of Cavite
CITY OF BACOOR
OFFICE OF THE SANGGUNIANG PANLUNGSOD



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HON. STRIKE B. REVILLA
City Mayor

- C. The LESSEE shall have peaceful and continued possession and enjoyment of the Leased Premises during the entire term of the lease.
- D. The LESSOR holds the LESSEE free and harmless from any and all claims whatsoever that may affect the LESSEE's rights over the Leased Premises.

MS. EDEN REMEDIOS B. TECHICO
Vice-President & Head, Sales and
Development

15. **REAL PROPERTY TAXES, FEES AND ASSESSMENTS** - All real property taxes, including documentary stamp tax, related charges, and assessments that may be imposed on the Leased Premises, including increases thereon, shall be for the sole account of and be borne by the LESSOR.

16. **MUTUAL RIGHT TO TERMINATE THE CONTRACT** - The LESSOR and the LESSEE hereby agree that all covenants, representations, and warranties herein contained are essential conditions and considerations hereof and that if default or breach or any such covenants, representations, or warranties be committed by either Party, then the other Party shall have the right to terminate this Contract by giving written notice thereof, at least ninety (90) days prior to the effective date of termination.

Upon such termination and cancellation, the Parties shall be entitled to their reciprocal rights and remedies. The LESSEE shall peacefully surrender the Leased Premises, and the Party at fault shall indemnify the other for such damages, losses, and expenses that the latter may have sustained or incurred by reason thereof. In the event that the LESSEE fails to occupy its Leased Premises due to the fault or negligence of the LESSOR, the LESSEE shall be entitled to the refund or whatever amount it has paid to the LESSOR under this Contract plus interest on such amounts at the prevailing bank savings interest rate from the date of default until full payment is made thereon.

ATTY. AIMEE TORRE FRANCA-NEB
Bacoor City 0929-127200

17. **LESSEE'S RIGHT TO PRE-TERMINATE THE LEASE** - The LESSEE shall have the right to pre-terminate this Contract upon giving the LESSOR ninety (90) days written notice of the intention to terminate, based on the grounds as the imperative needs of LESSEE's business and/or financial considerations require. Upon such pre-termination, the Security Deposit stipulated in Section 4 hereof shall be forfeited in favor of the LESSOR without prejudice to the collection of whatever other receivables the LESSOR may have against the LESSEE.

MS. EDEN REMEDIOS B. TECHICO
Vice President & Head, Sales and
Development

18. **VENUE** - The venue of all suits and actions arising out of or in connection with this agreement shall be in the proper courts of the City of Bacoor, at the option of the plaintiff, the Parties hereto waiving any other venue.

19. **MISCELLANEOUS PROVISION** Any amendment, modification, or revision of this Contract shall be in writing and signed by both Parties, and such amendment, modification, or revision shall be effective only in the specific instances and for the special purpose for which it is made.

Contract of Lease between the City Government of Bacoor and PDDT, INC

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Republic of the Philippines
Province of Cavite
CITY OF BACOOR
OFFICE OF THE SANGGUNIANG PANLUNGSOD BAGONG PILIPINAS



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05/30/2024



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

For the LESSOR.

For the LESSEE

**CITY GOVERNMENT
OF BACOOR**

PLDT INC.

By

By

HON. STRIKE B. REVILLA
City Mayor
City Resolution No. _____
Series of 2024

MR. JOHN GREGORY Y. PALANCA
Senior Vice President and Head of
Sales and Development Group

Signed in the presence of:

Atty. AIMEE TORREFRANCA-NERI
City Administrator
City Administrator's Office

MS. EDEN REMEDIOS B. TECHICO
Vice-President &
Head for Retail Operations

Contract of Lease between the City Government of Bacoor and PLDT, INC.

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ACKNOWLEDGMENT

HON. STRIKE B. REVILLA
City Mayor

REPUBLIC OF THE PHILIPPINES)
CITY OF Bacoor, Cavite) S S

BEFORE ME, a Notary Public, this ___ day of _____, 20___ personally
appeared the following:

NAME	Competent proof of Identity / Number	Date and Place Issued
STRIKE B. REVILLA		
JOHN GREGORY Y. PALANCA		

MR. JOHN GREGORY Y. PALANCA
SYP & Head - Sales and Buy's Group

This instrument, consisting of nine (9) pages, including the page on which this acknowledgement is written, has been signed on the left margin of each and every page thereof by the concerned parties and their witnesses, and sealed with my notarial seal

IN WITNESS WHEREOF, I have herunto set my hand the day, year and place above written

ATY. ADNET TORREFRANCA 'N' N
Bacoor City Administrator

Doc No _____
Page No _____
Book No _____
Series of _____

MS. EDIN REMEDIOS B. TECHICO
Vice President & Head, Sales and Development

Contract of Lease between the City Government of Bacoor and PLDT, INC

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15 February, 2024

HON. MAYOR STRIKE B. REVILLA
Local Chief Executive
City Government of Bacoor
Bacoor Government Center, Molino Blvd.,
Brgy. Bayanan, City of Bacoor, Cavite City

LEASE RENEWAL NOTICE / BACOOR PLOT 55C

Dear Hon. Revilla,

We write in reference to the contract of lease between City Government of Bacoor ("Bacoor") and PLDT, Inc. ("PLDT"), for PLDT Sales & Service Center (the "Store") located at Unit LG01 of the Lower Ground Floor of the Bacoor City Hall Building, Bacoor Government Center, which contract has expired on February 15, 2024, with the following terms and conditions:

1. **Lease Period:** The renewal period shall be for **one (1) year** commencing on **February 16, 2024** and expiring on **February 15, 2025**.
2. **Rental Rate:** PLDT shall pay unto LESSOR as consideration of this lease a monthly rental of **THIRTY-SIX THOUSAND SIX HUNDRED TWO PESOS AND 50/100 (PHP 36,602.50)**, VAT inclusive, Philippine Currency, payable **Monthly** in advance within the first fifteen (15) days of every applicable period.
3. **Increase:** The rental rate shall not be subject to any increase for the duration of the renewal lease period.
4. **Taxes:**
 - a. **Withholding Tax** - The withholding tax shall be withheld by the Lessee at rate prescribed by law (presently at 5%) together with the documentary stamp tax and shall be for the account of the Lessor.
 - b. **Value Added Tax** - The twelve percent (12%) E-VAT if applicable shall be for the account of the Lessee and a VAT official receipt (OR) should be issued by the LESSOR to the LESSEE. Failure by the LESSOR to issue the OR will be ground for LESSEE to withhold future payment.
5. **Return of the Leased Premises:** At the end or termination of the Contract, LESSOR agrees that the LESSEE shall return the physical possession of the Leased Premises in the condition as it is. All movables, apparatus, fixtures and equipment which are not otherwise permanently attached to the subject property shall remain the property of LESSEE and shall be removed by LESSEE, at its own cost.

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All other terms and conditions provided for in the existing Contract of Lease, not otherwise inconsistent herewith, remain unaltered and shall continue to be in full force and effect. This shall be binding upon and inure to the benefit of the parties, their heirs, successors and permitted assigns.

If the foregoing terms are acceptable to you, kindly indicate your conformity thereto by signing on the space provided below and returning the signed copy to us.

We have assigned **Ms. Agnes B. Carreon** as your single point of contact. She may be reached at 0919 770 0079 or through email addresses contractleasing@ninetel.com.ph and/or AGCarreon@ninetel.com.ph.

Thank you very much.

Very truly yours,
PLDT, INC.
By: 
EDÉN REMEDIOS B. TÉCNICO
Vp/head, Retail Operations

Conforme:
CITY GOVERNMENT OF BACOOR
By:

HON. STRIKE B. REVILLA
Local Chief Executive
Contact No. _____

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SECRETARY'S CERTIFICATE

I, **MARK DAVID P. MARTINEZ**, Assistant Corporate Secretary of PLDT Inc. ("PLDT" or "Company"), a corporation duly organized under the laws of the Republic of the Philippines, with registered office address at the Ramon Cojuangco Building, Makati Avenue, Makati City, hereby certify that:

- Under Article XIII, Section 2 of the Company's By-Laws, contracts, instruments or documents to be entered into in the ordinary course of business of the Company which do not require the approval of the Board of Directors may be signed by: (a) the President, or (b) any officer or executive of the Company or any person duly designated by the President under administrative orders approved by the President;
- Pursuant to the authority mentioned above, the President of the Company issued Administrative Order No. 2526-20 dated September 3, 2020 (the "PLDT AO") which prescribes the administrative and financial authority levels for officers and executives of the Company;
- By virtue of the PLDT AO, **MR. JOHN GREGORY Y. PALANCA**, Senior Vice President and Head of Sales and Development Group, is authorized to sign, execute and deliver, for and in behalf of the Company, any and all documents including but not limited to construction blueprints, business permit applications, building permit forms, occupancy permit forms, contract of lease and contract amendments in connection with retail store operations of the Company, if the amount involved per application does not exceed PHP50,000,000.00; and
- This certification supersedes any and all other certifications previously issued which are inconsistent herewith.

WITNESS my hand and the seal of the Company this 21 day of May, 2024 at Makati City, Philippines.

MARK DAVID P. MARTINEZ
Assistant Corporate Secretary
PLDT Inc.

SUBSCRIBED AND SWORN to before me, in Makati City, Philippines on 21 day of May, 2024, MARK DAVID P. MARTINEZ affiant, personally appeared before me and exhibited to me his Philippine Passport No. P1290103B valid until March 29, 2029 and issued by the Department of Foreign Affairs.

WITNESS MY HAND AND SEAL on the date and at the place first abovementioned.

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Book No. 11
Series of 2024

KRISTINE MARIZ I. DE CLARO
Notary Public for the City of Makati
Until December 31, 2024
Apostolic No. 19-621
Roll of Notaries No. 71595
PTR O.R. No. 1007267-01632024-66CT
BP Membership O.R. No. 400370-01642024
10F Smart Tower 1, 6799 Ayala Avenue, Makati City, MM
Ref. No. 2024-03-57-wah

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