



Republic of the Philippines
Province of Cavite
CITY OF BACOR
Office of the Sangguniang Panlungsod



DISTRICT I

HON. CATHERINE SARINO-EVARISTO

Acting City Vice Mayor

HON. MIGUEL N. BAUTISTA

City Councilor

HON. ADRIELITO G. GAWARAN

City Councilor

HON. MANOLO S. GALVEZ JR.

City Councilor

HON. RICARDO F. UGALDE

City Councilor

HON. LEVY M. TELA

City Councilor

DISTRICT II

HON. ROBERTO I. ADVINCULA

City Councilor

HON. REYNALDO D. PALABRICA

City Councilor

HON. ROGELIO M. NOLASCO

City Councilor

HON. REYNALDO M. FABIAN

City Councilor

HON. SIMPLICIO G. DOMINGUEZ

City Councilor

HON. HORACIO M. BRILLIANTES JR.

City Councilor

HON. RANDY C. FRANCISCO

City Councilor-ABC President

HON. PALM ANGELS S. BUNCIO

City Councilor- SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.

Sangguniang Panlungsod Secretary

Certified by:

HON. CATHERINE SARINO-EVARISTO

Acting City Vice Mayor

CITY RESOLUTION NO. 2026-1097

Series of 2026

A RESOLUTION AMENDING CITY RESOLUTION NO. 2026-1050 WHICH PROVISIONALLY AUTHORIZED THE CITY MAYOR, HONORABLE STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT FOR AND ON BEHALF OF THE CITY GOVERNMENT WITH M AND M TRADING CONSULTANCY AND INDUSTRIAL SERVICES CORPORATION REGARDING THE ESTABLISHMENT OF A WASTEWATER TREATMENT PLANT IN THE CITY OF BACOR, CAVITE.

Sponsored by:

Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Reynaldo D. Palabrica, and Hon. Levy M. Tela.

WHEREAS, on 29 June 2026, the Sangguniang Panlungsod passed City Resolution No. 2026-1050 entitled: "A RESOLUTION PROVISIONALLY AUTHORIZING THE CITY MAYOR, HONORABLE STRIKE B. REVILLA, TO SIGN A MEMORANDUM OF AGREEMENT FOR AND ON BEHALF OF THE CITY GOVERNMENT WITH M AND M TRADING CONSULTANCY AND INDUSTRIAL SERVICES CORPORATION REGARDING THE ESTABLISHMENT OF A WASTEWATER TREATMENT PLANT IN THE CITY OF BACOR, CAVITE."

WHEREAS, on 12 August 2026, the Sangguniang Panlungsod a letter from the City Administrator, Atty. Aimee Torrefranca-Neri, of even date requesting the City Council to make the following amendments to City Resolution No. 2026-1050:

Original Provisions of CR No. 2026-1050	Proposed Amendment
Memorandum of Agreement	change to: Contract of Lease
Leased area of 3,000 square meters	change to: 1,500 square meters
No rental provision	Provide monthly rental of P150.00 per square meter
No monthly rental provision	Provide monthly rental of P225,000.00





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Sangguniang Panlungsod Secretary

Certified by:

HON. CATHERINE SARINO-EVARISTO

Acting City Vice Mayor

Authority of City Mayor to sign
MOA

Authority of City Mayor to sign
Contract of Lease

WHEREAS, a hearing was conducted by the Sangguniang Panlungsod regarding the said request and its members unanimously voted in favor of amending City Resolution No. 2026-1050.

NOW THEREFORE, upon motion of Hon. Levy M. Tela, unanimously seconded by the members of the Sangguniang Panlungsod in regular session duly assembled, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** to amend City Resolution No. 2026-1050 and authorize the City Mayor, Honorable Strike B. Revilla, to sign a **Contract of Lease** for and on behalf of the City Government with **M and M Trading Consultancy and Industrial Services Corporation** that has the following terms and conditions:

Property Subject of Lease	1,500-square meter portion of a lot with a total area of 7,559 square meters situated in Barangay Maliksi, City of Bacoar, Cavite as evidenced by TCT No. 167-2019000685
Purpose of Lease	Design, construction, completion, testing, commissioning, operation, management, maintenance, and repair of a Wastewater Treatment Plant
Lease Term	25 years commencing on date of Execution of the Contract of Lease
Monthly Rental	Php 150.00/square meter or Php 225,000.00 per month payable within the first ten (10) calendar days of each month subject to rental escalation as provided in Article Four of the Contract of Lease

RESOLVED FURTHER, a copy of the said Contract of Lease is hereto attached as **Annex "A"** and shall be deemed an integral part of this Resolution.

RESOLVED LASTLY, M and M Trading Consultancy and Industrial Services Corporation, the Office of the City Mayor, the Office of the City Administrator, and other government agencies concerned shall be furnished copies of this Resolution.

2 City Resolution No. 2026-1097, 01 September 2026





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City Councilor- SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. CATHERINE SARINO-EVARISTO
Acting City Vice Mayor

APPROVED on the 1st day of September 2026 at the City
of Bacoor, Cavite.

*I hereby certify that the foregoing Resolution was duly
approved in accordance with law.*

Certified by:

HON. CATHERINE SARINO-EVARISTO
Acting City Vice Mayor

Attested by:

ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary



CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Lease (the "Contract") is made and entered into this ____ day of _____, 20__ (the "Effective Date") at the City of Bacoor, Province of Cavite, by and between:

The **CITY GOVERNMENT OF BACOR**, a local government unit duly constituted and existing under the laws of the Republic of the Philippines with its principal office and postal address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Cavite, represented herein by its City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied under City Resolution No. _____, Series of _____¹, approved by the Sangguniang Panlungsod of City of Bacoor, Cavite dated _____, and hereinafter referred to as the "**LESSOR**"

and

M AND M TRADING CONSULTANCY AND INDUSTRIAL SERVICES CO., a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippine, with its principal office and postal address at Unit 201 Guimaras Bldg., Bonifacio High Street Condominium Lawton Street Fort Bonifacio 1634 Taguig City NCR, Fourth District Philippines, represented herein by its _____, **ENGR. MANOLITO F. ABUYAN**, as per Secretary's Certificate dated _____², and hereinafter referred to as the "**LESSEE**"

The term Party shall mean the **LESSOR** or the **LESSEE**, if applicable, while the term Parties shall mean the **LESSOR** and **LESSEE**, collectively.

WITNESSETH:

WHEREAS, the **LESSOR** is the registered owner of a parcel of land covered by Transfer Certificate of Title (TCT) No. 167-2019000685, containing an area of Seven Thousand Five Hundred Fifty-Nine (7,559) square meters, situated at Barangay Maliksi, Bacoor City, Cavite (the "Property"), which may be utilized for public infrastructure and environmental management projects;

WHEREAS, the **LESSEE** has expressed its intent to lease a portion of the Property with an approximate area of **One Thousand Five Hundred (1,500) square meters** for the development, installation, operation, and maintenance of wastewater treatment facilities to manage wastewater generated within the City of Bacoor, with the objective of enhancing environmental compliance, protecting water resources, and improving sanitation services for the benefit of the public;

WHEREAS, the **LESSEE** possesses the technical capability, financial resources, and expertise to design, construct, finance, operate, and maintain the wastewater treatment plant, and agrees to turn over the completed and fully operational facility to the **LESSOR** upon the expiration of the lease term, subject to such separate agreements as may be necessary;

¹ Copy of City Resolution No. _____, Series of _____, is hereinafter attached and marked as ANNEX "A"

² Copy of Secretary's Certificate dated _____, is hereinafter attached and marked as ANNEX "B"

WHEREAS, the LESSOR agrees to lease a designated portion of the Property to the LESSEE for the construction, development, operation, and maintenance of a wastewater treatment plant (WWTP) to improve sanitation and environmental management within its jurisdiction;

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

ARTICLE ONE SCOPE AND USE OF LEASED PREMISES

- 1.1 The LESSOR hereby leases to the LESSEE a designated portion of the Property, consisting of **ONE THOUSAND FIVE HUNDRED (1,500) SQUARE METERS** the "Leased Premises"), exclusively for the following purposes:
- a. Designing, constructing, completing, testing, and commissioning a wastewater treatment plant ("Facility");
 - b. Operating, managing, maintaining, and repairing the Facility throughout the duration of the lease term;
 - c. Providing efficient, compliant, and sustainable sewage treatment services within the area;
 - d. Turning over the entire Facility, together with all improvements thereon, to the LESSOR at the end of the lease term, free from any liens, encumbrances, or obligations.
- 1.2 The LESSEE shall not use the Leased Premises for any purpose other than those expressly stated herein, unless prior written approval has been duly obtained from the LESSOR and the relevant regulatory agencies.

ARTICLE TWO TERM OF LEASE

- 2.1 The lease term shall be for a period of **TWENTY-FIVE (25) YEARS**, commencing on the date of execution of this Contract, and shall automatically expire upon the lapse of said 20-year period, unless earlier terminated pursuant to Article 14 hereof.
- 2.2 This Contract may be renewed at the instance of either Party by serving upon the other Party a written notice of intent to renew at least six (6) months prior to the expiration of the lease term. Renewal shall be subject to:
- A. the execution by both Parties of a written agreement extending this lease;
 - B. compliance with applicable laws; and
 - C. prior approval of the Sangguniang Panlungsod of Bacoor.
- 2.3 Upon expiration of the lease term, the Parties may negotiate the transfer, or continued operation of the wastewater treatment plant (WWTP). In the absence of a separate written agreement, ownership of the WWTP together with all improvements, machinery, equipment, and appurtenances, shall automatically vest in the LESSOR, free from all liens, encumbrances, or legal claims.

**ARTICLE THREE
LEASE RENTAL AND PAYMENT TERMS**

- 3.1 For and in consideration of the use and occupancy of the Leased Premises, the **LESSEE** shall pay the **LESSOR** a monthly rental of **TWO HUNDRED TWENTY-FIVE THOUSAND PESOS (Php 225,000.00)**, equivalent to One Hundred Fifty Pesos (Php 150.00) per square meter.
- 3.2 The obligation to pay the monthly rental shall commence one (1) year from the execution of this Contract and shall be payable within the first ten (10) calendar days of each month, directly credited to the bank account designated by the **LESSOR** without the necessity of prior demand. Non-payment within the prescribed period shall constitute default.
- 3.3 Any rental payment made beyond fifteen (15) working days after its due date shall be deemed late and shall bear a penalty interest of five percent (5%) per month, computed on a daily basis and compounded monthly from the date of default until fully paid. Such payment shall be without prejudice to the right of the **LESSOR** to immediately terminate this Contract and recover possession of the Leased Premises.
- 3.4 The provisions on Rental Payments shall be subject to Article Four hereof.
- 3.5 Upon execution of this Contract, the **LESSEE** shall pay the **LESSOR** a Security Deposit in the amount of **Two Hundred Twenty-Five Thousand Pesos (Php 225,000.00)**, equivalent to one (1) month's rent. The Security Deposit shall not be applied to the payment of monthly rentals. It shall be refunded by the **LESSOR** to the **LESSEE** within thirty (30) calendar days from the expiration of the Term or termination of this Contract under Article Two, provided that no deduction or forfeiture is proper except as expressly provided herein.
- 3.6 Any automatic application of the Security Deposit to the overdue rentals shall not constitute a waiver of the **LESSOR's** right to terminate this Contract or eject the **LESSEE** for the non-payment of rentals.
- 3.7 Upon the execution of this Contract, the **LESSEE** shall likewise pay the **LESSOR** the sum of **Six Hundred Seventy-Five Thousand Pesos (Php675,000.00)**, representing three (3) months advance rental, which shall be applied on the last three (3) months of the Contract. Any remaining balance of the advance rentals, if applicable, shall be refunded by the **LESSOR** to the **LESSEE** within thirty (30) calendar days after the termination of this Contract, subject to deductions for any outstanding obligations or damages chargeable to the **LESSEE**.

**ARTICLE FOUR
RENTAL ESCALATIONS**

- 4.1 It is hereby agreed that the monthly rental under this Contract shall be subject to annual adjustments beginning on the fourth (4th) year of the lease term and continuing for the remaining seventeen (17) years thereof. The Parties agree that the monthly rental for the fourth (4th) year shall be increased by ten percent (10%) per annum, computed on a cumulative and compounding basis, commencing on the fourth (4th) year of the Contract. The adjusted rental, as computed annually, shall be as follows:

PERIOD	INCREASE	ESCALATED RENTAL RATES PER MONTH
1 st year	0%	Php0.00
2 nd year	0%	Php225,000.00
3 rd year	0%	Php225,000.00
4 th year	10% of Php225,000.00 = Php 22,500.00	Php247,500.00
5 th year	10% of Php247,500.00 = Php 24,750.00	Php272,250.00
6 th year	10% of Php272,250.00 = Php 27,225.00	Php299,475.00
7 th year	10% of Php299,475.00 = Php 29,947.50	Php329,422.50
8 th year	10% of Php329,422.50 = Php 32,942.25	Php362,365.00
9 th year	10% of Php362,365.00 = Php 36,236.00	Php398,601.50
10 th year	10% of Php398,601.50 = Php 39,860.15	Php438,462.00
11 th year	10% of Php438,462.00 = Php 43,846.20	Php482,308.00
12 th year	10% of Php482,308.00 = Php 48,230.80	Php530,539.00
13 th year	10% of Php530,539.00 = Php 53,053.90	Php583,593.00
14 th year	10% of Php583,593.00 = Php 58,359.30	Php641,952.50
15 th year	10% of Php641,952.50 = Php 64,195.25	Php706,148.00
16 th year	10% of Php706,148.00 = Php 70,614.80	Php776,763.00
17 th year	10% of Php776,763.00 = Php 77,676.30	Php854,439.50
18 th year	10% of Php854,439.50 = Php 85,443.95	Php939,883.50
19 th year	10% of Php939,883.50 = Php 93,988.35	Php1,033,872.00
20 th year	10% of Php1,033,872.00 = Php 103,387.20	Php1,137,259.00
21 st year	10% of Php1,137,259.00 = Php 113,725.90	Php1,250,985.00

22nd year	10% of Php1,250,985.00 = Php 125,098.50	Php1,376,083.50
23rd year	10% of Php1,376,083.50 = Php 137,608.35	Php1,513,692.00
24th year	10% of Php1,513,692.00 = Php 151,369.20	Php1,665,061.00
25th year	10% of Php1,665,061.00 = Php 166,506.10	Php1,831,567.00

ARTICLE FIVE

CONSTRUCTION, DEVELOPMENT, OPERATION AND MAINTENANCE

- 5.1 The **LESSEE** shall secure, at its sole cost and expense, all necessary permits, licenses, clearances, and approvals from national and local government agencies including, but not limited to, the **DENR** and **EMB** prior to commencement of construction.
- 5.2 The Facility shall be designed and constructed in strict compliance with all applicable environmental, engineering, safety, and quality standards prescribed by law and regulatory authorities, and shall meet the service requirements of the City Government of Bacoor.
- 5.3 All costs related to survey, site preparation, construction, equipment, insurance, and pre-operation activities shall be borne exclusively by the **LESSEE**.
- 5.4 The **LESSEE** shall furnish the **LESSOR** with copies of design plans, work schedules, and progress reports. The **LESSOR**, or its duly authorized representatives, shall have the right to conduct inspections at any reasonable time.
- 5.5 The **LESSEE** shall operate and maintain the Facility in accordance with all applicable laws, environmental standards, and operational guidelines, at its sole cost and responsibility.
- 5.6 The **LESSEE** shall be responsible for the collection, treatment, and proper disposal of sludge and effluents, ensuring full compliance with effluent standards set by the Department of Environment and Natural Resources (**DENR**) and the Environmental Management Bureau (**EMB**).
- 5.7 The **LESSEE** shall maintain comprehensive insurance policies for the Facility, including fire, machinery breakdown, public liability, and environmental liability, with reputable insurers, and shall designate the **LESSOR** as a loss payee.
- 5.8 The **LESSEE** shall submit quarterly and annual reports on operations, maintenance, environmental compliance, and financial performance to the **LESSOR**.
- 5.9 The **LESSEE** shall employ qualified personnel and shall at all times comply with labor laws, social legislation, and occupational safety and health standards.

**ARTICLE SIX
OWNERSHIP AND TURNOVER ARRANGEMENT**

- 6.1 All improvements, buildings, structures, machinery, equipment, and appurtenances installed or constructed on the Property by the **LESSEE** shall, upon the expiration or termination of this Contract, automatically and without need of further act, become the exclusive property of the **LESSOR**. Such transfer shall be free from all liens, mortgages, encumbrances, debts, and legal claims, and shall include all relevant documents such as operation manuals, asset inventories, permits, warranties, and records. All necessary regulatory approvals and licenses shall likewise be duly transferred to the **LESSOR**.
- 6.2 The Parties shall constitute a Joint Transition Committee at least twelve (12) months prior to the expiration of the lease term. The Committee shall plan, coordinate, and oversee the turnover process, including the conduct of inspections, reconciliation of inventories, and, when necessary, the training of the **LESSOR's** personnel to ensure continuity of operations.

**ARTICLE SEVEN
ACCESS TO PREMISES**

- 7.1 The **LESSEE** shall, upon prior written request from the **LESSOR**, grant access to the Leased Premises to the **LESSOR** or its duly authorized representatives during reasonable and convenient hours for purposes of inspection or for undertaking any work necessary for the preservation, conservation, improvement, or decoration of the Leased Premises. Such access shall be subject to conditions and restrictions reasonably imposed by the **LESSEE** to ensure the safety and security of its properties and records, in accordance with applicable practices, laws, and regulations.
- 7.2 No compensation shall be due to the **LESSEE** for any inconvenience or annoyance that may arise from the conduct of such inspections or works undertaken pursuant to this provision.

**ARTICLE EIGHT
FORCE MAJEURE**

- 8.1 Neither Party shall be held liable or deemed to be in default for any failure or delay in the performance of its obligation under this Contract if such failure or delay results directly or indirectly from a Force Majeure Event, as defined herein. During the continuance of such Force Majeure Event, the affected Party shall be excused from the performance of its obligations until the event ceases.

For the purpose of this Section, a "Force Majeure Event" shall mean circumstances beyond the reasonable control of a Party, regardless of place or duration, provided that the Party invoking a Force Majeure Event has taken all reasonable precautions and exerted diligent efforts to minimize damage and resume performance. Such event shall include, but not be limited to:

- a. Passage of law, ordinance, order, regulation, adoption of government policies, or issuance of orders/judgments preventing the implementation of the Project or any phase thereof.

- b. Strikes, lockouts, or other labor difficulties;
 - c. Acts of war, attack, invasion, or other hostilities of foreign enemies;
 - d. Civil war, rebellion, revolution, insurrection, or usurpation of sovereign power;
 - e. Riots, civil commotions, or public disorder;
 - f. Terrorism (including hijacking, sabotage, chemical or biological attack, bombing, murder, assault, kidnapping), or credible threat thereof;
 - g. Discovery of toxic materials, explosives, or cultural artifacts beneath the Project Site;
 - h. Acute shortage of essential construction materials such as cement, steel bars, and aggregates;
 - i. Acts of nature without human intervention (including hurricanes, typhoons, tornadoes, cyclones, severe storms/winds, lightning, floods, earthquakes, volcanic eruptions, pandemics, epidemics, fires, explosions); and,
 - j. Fires or explosions caused wholly or partly by human agency.
- 8.2 If a Party intends to claim protection under a Force Majeure Event, it shall, as soon as practicable following the occurrence or commencement thereof, notify the other Party in writing of the nature, scope, and expected duration of such event. The notifying Party shall thereafter provide regular updates until such time as it is able to resume performance of its obligations.

The Parties shall, in good faith and with reasonable diligence, endeavor to:

- a. Overcome the effects of the Force Majeure Event;
- b. Mitigate the effect of any delay occasioned thereby, including recourse to alternative, mutually acceptable sources of services, equipment and materials (such acceptance not to be unreasonably withheld by either Party); and,
- c. Ensure the resumption of normal performance of this Contract as soon as reasonably practicable, and perform their obligations to the maximum extent possible under the circumstances.

ARTICLE NINE LIABILITIES FOR SUIT

- 9.1 The LESSEE shall indemnify and hold the LESSOR free and harmless from any and all actions, suits, damages, and claims that may be brought or made by reason of the LESSEE's non-observance or non-performance of any applicable rules, regulations, ordinances, or laws, or of any covenants under this Contract, without prejudice to the right of the LESSOR to cancel this Contract in accordance with the provisions herein contained.
- 9.2 The LESSOR shall not be liable or accountable for any loss or losses suffered by the LESSEE by reason of theft, robbery, or any other crimes committed in or

about the Leased Premises, except where the LESSOR is involved in such crime as a principal, accomplice, or accessory.

- 9.3 The LESSOR shall indemnify and hold the LESSEE free and harmless from any claim or demand by any third party for injury, loss, or damage resulting from accidents occurring in or about the Leased Premises, including fire, where such injury, loss, or damage is attributable to the LESSOR's failure to maintain the development in a safe, sanitary, and secure condition, or by reason of the LESSOR's non-observance or violation of applicable laws, rules, and regulations.

ARTICLE TEN LOSS, INJURY, OR DAMAGE TO PERSON OR PROPERTY

- 10.1 The LESSEE shall indemnify and hold the LESSOR free and harmless from any and all liability or responsibility arising from loss or damage to goods or property, or injury to persons, occurring within the confines of the Leased Premises, regardless of cause, except where such loss, damage, or injury is directly attributable to the fault, negligence, or willful misconduct of the LESSOR, its officers, employees, representatives, and/or agents. In such case, the LESSOR shall be liable for the corresponding loss, damage, and/or injury.

ARTICLE ELEVEN NON-WAIVER

- 11.1 The acceptance by the LESSOR of any monthly rental tendered after the prescribed due date, or the acquiescence of the LESSOR in any violation or failure by the LESSEE to comply with any provision, term, or condition of this Contract, shall not be construed as a condonation of such default, violation, or failure, nor as a waiver of any right, interest, or cause of action accruing to the LESSOR by reason thereof. The LESSOR's rights and remedies under this Contract shall remain intact and enforceable notwithstanding such acceptance or acquiescence.
- 11.2 Any waiver by the LESSOR of a violation or failure to comply with this Contract shall be valid and effective only if expressly made in writing and duly signed by the authorized representative of the LESSOR. No oral waiver or implied forbearance shall be recognized or enforceable.

ARTICLE TWELVE ASSIGNMENT, SUB-LEASE, AND TRANSFER OF RIGHTS

- 12.1 The LESSEE shall neither assign, sub-lease, transfer, convey, nor otherwise encumber the Leased Premises, or any part thereof, or any interests or rights arising under this Contract, without the prior written consent of the LESSOR. Any violation of this provision shall constitute a material breach and shall serve as a sufficient ground for the immediate cancellation of this Contract, without prejudice to any other rights or remedies available to the LESSOR under law or equity.

**ARTICLE THIRTEEN
DEFAULT OR BREACH**

- 13.1 In the event that the LESSEE fails to pay the rental stipulated in Section 2 hereof, or violates any of the terms, conditions, or covenants of this Contract, such failure or violation shall constitute a material breach. The LESSOR shall thereupon have the right to immediately eject the LESSEE from the Leased Premises and to recover and collect all rentals accrued and unpaid, together with any damages, penalties, and costs arising from such breach, without prejudice to any other remedies available to the LESSEE under law, equity, or this Contract.

**ARTICLE FOURTEEN
EVENTS OF DEFAULT**

- 14.1 The occurrence of any of the following shall constitute an "Event of Default" on the part of the LESSEE:
- a. Failure to pay any lease rental or other sum due under this Contract for a period exceeding thirty (30) consecutive days following the due date; or failure to pay lease rentals for more than three (3) consecutive months.
 - b. Abandonment of the construction, commissioning, operation, or maintenance of the Facility, or suspension of such activities for a period of more than thirty (30) consecutive days without the prior written consent of the LESSOR or without a valid cause acceptable to the LESSOR.
 - c. Commission of a material breach of applicable environmental, public health, or safety laws, regulations, or permits, or undertaking acts or omissions that cause material harm to public health or the environment.
 - d. Insolvency of the LESSEE, including making an assignment for the benefit of creditors, general inability to pay debts as they fall due, adjudication of bankruptcy or insolvency, institution of proceedings for liquidation, receivership, or similar relief which are not discharged or stayed within sixty (60) days, or taking corporate action to effect any of the foregoing.
 - e. Material breach any other material provision of this Contract, which remains uncured within thirty (30) days after receipt of written notice from the LESSOR specifying the breach; provided, however, that if the nature of the breach is such that it cannot reasonably be cured within thirty (30) days, the LESSEE shall not be deemed in default if it commences curing within said period and thereafter diligently prosecutes the cure to completion.
- 14.2 The LESSEE may terminate this Contract by written notice to the LESSOR if the LESSOR materially breaches any of its material obligations under this Contract and fails to remedy such breach within sixty (60) days after receipt of written notice from the LESSEE specifying the breach; provided, however, that if the nature of the breach is such that it cannot reasonably be cured within sixty (60) days, the LESSOR shall not be deemed in default if it commences curing within the said period and thereafter diligently prosecutes the cure to completion.
- 14.3 Upon the expiration or termination of this Contract for any reason, title to and ownership of the Facility and all improvements constructed, installed, or placed by the LESSEE on the Leased Property shall, subject to the provisions of this

Contract, automatically and immediately vest in the LESSOR, free and clear of any liens, encumbrances or third-party rights arising from the acts or omissions of the LESSEE, except those liens or encumbrances expressly permitted under this Contract.

ARTICLE FIFTEEN OBLIGATIONS AND WARRANTIES OF THE LESSOR

- 15.1 The LESSOR hereby represents, warrants, and covenants to the LESSEE that, at the time of the execution of this Contract and throughout the Lease Period, including any renewals thereof:
- a. The LESSOR is the absolute and lawful owner of the Leased Premises and possesses an indefeasible right to lease the same;
 - b. Except for liens and encumbrances already existing and duly annotated on the titles as of the signing of this Contract, the Leased Premises shall remain free and clear of any liens, encumbrances, or claims inconsistent with or prejudicial to the rights of the LESSEE under this Contract;
 - c. The Leased Premises are in a condition fit for the intended use of the LESSEE, and the LESSOR shall maintain the same to ensure the peaceful, adequate, and uninterrupted enjoyment of the LESSEE, including unhampered ingress and egress, consistent with the intended use of the premises;
 - d. The LESSOR acknowledges that in addition to prevailing Philippine laws, rules, and regulations, the LESSEE is bound by its existing Code of Ethics, which prohibits the giving of any gift, fee, commission, or benefit to the LESSEE's officers, employees, or representatives as a condition to, or as additional consideration for, the award of this Contract. The LESSOR further acknowledges that the LESSEE's Code of Ethics and other prevailing rules and regulations, the LESSEE's personnel are duty-bound to report any possible violation of such policy. Accordingly, the LESSOR commits to conduct its business professionally and ethically, and to abide by the provisions of the LESSEE's Code of Ethics, particularly the norms of conduct and rules on conflict of interest, insofar as applicable to the LESSOR's business and for the duration of its contractual relationship with the LESSEE.

ARTICLE SIXTEEN OBLIGATIONS AND WARRANTIES OF THE LESSEE

- 16.1 The LESSEE hereby represents, warrants, and covenants as follows:
- a. The LESSEE possesses the financial capacity, technical competence, experience, personnel, and resources necessary to develop, construct, commission, operate, maintain, and manage a wastewater treatment plant on the Leased Property in accordance with the terms of this Contract and all applicable laws, rules, regulations, and standards.
 - b. Subject to the terms and conditions of this Contract, the LESSEE shall have the right to peacefully possess, use, and occupy the Leased Property for the

Permitted Use specified herein throughout the Lease Term, without interference from the LESSOR or any third party claiming under the LESSOR.

- c. The LESSEE may, at its sole cost and expense, engage contractors, subcontractors, consultants, suppliers, and other service providers reasonably necessary for the design, construction, operation, maintenance, repair, or improvement of the Facility, provided that such parties perform their obligations in strict compliance with applicable laws, regulations, ordinances, and the standards and requirements set forth in this Contract.
- d. The LESSEE shall timely pay all lease rentals, charges, fees, rates, taxes, assessments, levies, duties, and other governmental impositions (including without limitation those relating to the Facility, its operations, and any improvements thereon), and shall ensure that no liens or encumbrances arise by reason of its failure to make such payments, except as otherwise expressly permitted under this Contract.
- e. The LESSEE shall operate, maintain, and manage the Facility in an environmentally sound and socially responsible manner, and shall at all times comply with accepted environmental, health, and safety practices. The LESSEE shall obtain, maintain, and strictly comply with all environmental permits, licenses, approvals, clearances, and certifications required for the construction, commissioning, and operation of the Facility, and shall promptly remedy, at its sole cost and expense, any instance of non-compliance.
- f. The LESSEE shall at all times comply with all applicable national laws, rules, and regulations, as well as ordinances, resolutions, and issuances of the Local Government Unit having jurisdiction over the Leased Property and/or the Facility, including all reporting and permitting requirements. The LESSEE shall promptly notify the LESSOR of any material notice, investigation, or proceeding relating to the Facility.
- g. The LESSEE shall be solely responsible for, and shall indemnify, defend, and hold the LESSOR free and harmless from and against, any and all liabilities, losses, damages, fines, penalties, claims, demands, causes of action, and expenses arising out of or in connection with the LESSEE's use, possession, operation, maintenance, or management of the Leased Property or the Facility, including, without limitation, claims by third parties for bodily injury, death, or property damage, except to the extent directly caused by the gross negligence or willful misconduct of the LESSOR.

ARTICLE SEVENTEEN ANNOTATION OF THE LEASE

- 17.1 The LESSEE shall have the right, at its own expense, to cause this Contract to be duly annotated on the Certificate of Title covering the Leased Premises. For such purpose, the LESSOR shall make available to the LESSEE the duplicate original of said Certificate of Title and shall extend reasonable cooperation to facilitate the annotation, provided that the same shall not prejudice or impair any existing encumbrances or rights of third parties.
- 17.2 The annotation of this Contract shall be for the limited purpose of protecting the LESSEE's leasehold rights and shall not be construed as creating any lien, encumbrance, or adverse claim against the title of the LESSOR.

- 17.3 Upon expiration or lawful termination of this Contract, the **LESSEE** shall, at its sole expense, cause the cancellation of the annotation from the Certificate of Title and return the duplicate original thereof to the **LESSOR** without delay.

ARTICLE EIGHTEEN GENERAL PROVISIONS

- 18.1 **Good Faith.** The Parties shall endeavor in good faith to agree upon such other terms and conditions as may be necessary for the implementation of this Contract, including entering into such further agreements, to fully implement the provisions of this Contract.
- 18.2 **Binding effect.** This Contract shall be valid and binding upon the Parties and their successors-in-interest, administrators and assigns.
- 18.3 **Severability.** If any part or parts of this Contract shall be held unenforceable for any reason, the remainder of this Contract shall continue in full force and effect. If any provision of this Contract is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
- 18.4 **Amendments.** No amendment of any provision of this Contract shall be valid unless the same shall be in writing and signed by the Parties.
- 18.5 **Notice.** Any notice required or otherwise given pursuant to this Contract shall be in person or in writing sent via registered mail and addressed to the Parties at the addresses stated above.
- 18.6 **Data Privacy and Confidentiality.** The Parties shall comply with Republic Act No. 10173, otherwise known as the Data Privacy Act of 2012, its Implementing Rules and Regulations, and all applicable issuances of the National Privacy Commission. Each Party shall implement appropriate organizational, physical, and technical security measures to protect all personal information, sensitive personal information, privileged information, and confidential information obtained, collected, processed, stored, transmitted, or shared in connection with this Contract. Neither Party shall disclose any confidential, proprietary, commercial, technical, operational, environmental, or personal information obtained pursuant to this Contract except as may be required by law, lawful order of a competent authority, or with the prior written consent of the other Party. The obligations under this provision shall survive the expiration or termination of this Contract.
- 18.7 **Governing Law.** This Contract shall be governed by, construed, and interpreted in accordance with the laws, rules, regulations, and jurisprudence of the Republic of the Philippines.
- 18.8 **Amicable Settlement and Dispute Resolution.** The Parties shall exert their best efforts to settle amicably any dispute, controversy, claim, or disagreement arising from or relating to this Contract through consultation and good-faith negotiations. Should the Parties fail to resolve the dispute within sixty (60) days from written notice by either Party, either Party may pursue such remedies as may be available under applicable laws, rules, and regulations without prejudice to seeking immediate judicial, administrative, or equitable relief when necessary to protect its rights and interests.

- 18.9 **Venue.** Any action, suit, proceeding, or claim arising out of or in connection with this Contract shall be filed exclusively before the proper courts of the City of Bacoor, Cavite, to the exclusion of all other venues, subject to applicable laws on jurisdiction.
- 18.10 **Compliance with Laws and Legislative Authority.** The Parties shall at all times comply with all applicable national and local laws, ordinances, rules, regulations, permits, environmental standards, governmental approvals, and other legal requirements relevant to the implementation of the Project.

IN WITNESS WHEREOF, each of the Parties caused this Contract to be executed on its behalf by its duly authorized officer on and/or in counterparts on the respective dates and places of execution and notarization provided herein, as the case may be,

For the LESSOR:

For the LESSEE:

**CITY GOVERNMENT OF BACOR,
PROVINCE OF CAVITE**

**M AND M TRADING CONSULTANCE
AND INDUSTRIAL SERVICES CO.**

By:

By:

Hon. **STRIKE B. REVILLA**
City Mayor
City Resolution No. _____
Series of _____

ENGR. MANOLITO F. ABUYAN
Authorized Representative

SIGNED IN THE PRESENCE OF:

Atty. AIMEE TORREFRANCA-NERI
Bacoor City Administrator
Office of the City Administrator

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF BACOR, CAVITE) S.S.

BEFORE ME, a Notary Public for and in the City of _____, this ____
day of _____, 2026, personally appeared:

Name	Proof of Identity	Date/Place Issued
CITY GOVERNMENT OF BACOR, CAVITE By: HON. STRIKE B. REVILLA		
M AND M TRADING CONSULTANCY AND INDUSTRIAL SERVICES CO., By: ENGR. MANOLITO F. ABUYAN		

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

This instrument, which consists of ____ () pages, refers to Contract of Lease, including its annexes, and signed by the Parties and their instrumental witnesses on each and every page thereof.

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

Doc. No. ____;
Page No. ____;
Book No. ____;
Series of 20__.