



Republic of the Philippines
Province of Cavite
CITY OF BACOOR

Office of the Sangguniang Panlungsod



DISTRICT I

HON. CATHERINE SARINO-EVARISTO

City Councilor

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 BUNCIO

City Councilor- SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.

Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA

City Vice Mayor/Presiding Officer

Noted:

HON. STRIKE B. REVILLA

City Mayor



CITY RESOLUTION NO. 2026-951

Series of 2026

A RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA, TO SIGN A CONTRACT OF LEASE WITH ESSENTIALMED MEDICAL HEALTH SERVICES ON BEHALF OF THE CITY GOVERNMENT OF BACOOR FOR LEASING A PORTION OF SALINAS MULTI-PURPOSE BUILDING FOR THE ESTABLISHMENT AND OPERATION OF A HEMODIALYSIS CENTER.

Sponsored by:

Hon. Rogelio M. Nolasco

Co-Sponsored by:

Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Adriellito G. Gawaran, Hon. Reynaldo D. Palabrica, and Hon. Levy M. Tela, and Hon. Ricardo F. Ugalde.

WHEREAS, an endorsement letter dated October 21, 2025 from the Office of the City Mayor was received by the Sangguniang Panlungsod requesting the City Council to pass a resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Contract of Lease with Essentialmed Medical Health Services on behalf of the City Government of Bacoor for the purpose of leasing a 469.3683-square meter portion of the Salinas Multi-Purpose Building.

WHEREAS, the City Government of Bacoor is the registered owner of the Salinas Multi-Purpose Building located at Barangay Salinas, Bacoor City, Cavite.

WHEREAS, Essentialmed Medical Health Services intends to lease a portion of Multi-Purpose Building of Barangay Salinas for the establishment and operation of a Hemodialysis Center.

WHEREAS, the city government has agreed to lease a designated portion of Salinas Multi-Purpose Building to the Essentialmed Medical Health Services for ten (10) years.

WHEREAS, the City Mayor has the power to represent the City in its business transactions and sign on its behalf all contracts upon authority of the Sangguniang Panlungsod under Republic Act No. 7160 (the "Local Government Code of 1991").



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City Councilor- SK Federation President

Attested by:

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

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

Noted:

HON. STRIKE B. REVILLA
City Mayor



WHEREAS, a draft Contract of Lease was submitted by the Office of the City Mayor to the Sangguniang Panlungsod for review and consideration. The said draft contract is deemed incorporated herein and made a part of this Resolution as **Annex "A"**.

NOW THEREFORE, upon motion of Councilor Rogelio M. Nolasco and duly seconded by all the members present, **BE IT RESOLVED, AS IT IS HEREBY RESOLVED**, by the 6th Sangguniang Panlungsod in regular session assembled to pass a resolution authorizing the City Mayor, Hon. Strike B. Revilla, to sign a Contract of Lease on behalf of the City Government of Bacoor with Essentialmed Medical Health Services for the leasing out of a portion of the Salinas Multi-Purpose Building for the establishment and operation of a Hemodialysis Center.

RESOLVED FURTHER, to furnish the Office of the City Mayor, Essentialmed Medical Health Services and other government agencies concerned with copies of this resolution.

APPROVED this 11th day of February 2026 by the 6th Sangguniang Panlungsod at the City of Bacoor, Cavite.

I hereby certify that the foregoing Resolution was approved and that the contents hereof are true and correct.

Certified Correct:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

Attested:

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

Noted:

HON. STRIKE B. REVILLA
City Mayor



CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Lease (the "Contract") is made and entered into this ___ day of _____, 2026 (the "Effective Date"), in the City of Bacoor, Province of Cavite, by and between:

The **CITY GOVERNMENT OF BACOOR**, a local government unit duly created and existing under the laws of the Republic of the Philippines, with its principal office address at Bacoor Government Center, Barangay Bayanan, Bacoor Boulevard, Bacoor City, Province of Cavite, represented herein by its City Mayor, **Hon. STRIKE B. REVILLA**, pursuant to his authority conferred and embodied in City Resolution No. ____, Series of 2026, approved by the Sangguniang Panlungsod of the City of Bacoor dated _____ and hereinafter referred to as the "**LESSOR**"

and

ESSENTIALMED MEDICAL HEALTH SERVICES, a freestanding private health services provider, organized and existing under and by virtue of the laws of the Republic of the Philippines, with its principal office address at 6th Street corner 3rd Street, Villamor Airbase, Pasay City, represented herein by its proprietor, **Dr. LEA LEE D. NICOLAS**, duly authorized for this purpose, 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 the Salinas Multi-Purpose Building located on Barangay Salinas, Bacoor City, Province of Cavite (the "**Subject Property**");

WHEREAS, the Subject Property is designed for utilization in furtherance of public purposes consistent with the LESSOR's development plans, programs, and

mandates; and is intended to contribute meaningfully to the advancement of community welfare, infrastructure, and sustainable growth objectives;

WHEREAS, the LESSEE is duly engaged in the specialized field of medical care, specifically in the diagnosis, treatment, rehabilitation, and preventive management of patients suffering from renal impairment, including those requiring hemodialysis services; and is committed to delivering high-quality, life-sustaining care through the operation of a professional dialysis facility;

WHEREAS, the LESSEE intends to lease the Subject Property (the "*Leased Premises*") with an approximate floor area of *Four Hundred Sixty Nine and Three Thousand Six Hundred Eight-Three (469.3683) square meters* exclusively for the establishment and operation of a Hemodialysis Center, representing the initial phase of its healthcare service delivery; said facility shall be dedicated to providing accessible, high-quality renal care to patients in need, in alignment with the LESSEE's commitment to advancing public health and addressing the growing demand for specialized kidney treatment services;

WHEREAS, the LESSOR has agreed to lease the Leased Premises to the LESSEE exclusively for the purpose of establishing and operating a Hemodialysis Center, subject to full compliance with all applicable laws, ordinances, rules, and regulatory requirements governing such medical facilities;

WHEREAS, it is deemed necessary to formalize the terms and conditions governing the use, management, and disposition of the Leased Premises in order to uphold principles of transparency, accountability, and full compliance with all applicable laws, regulations, and governmental directives;

WHEREAS, both Parties mutually agree to enter into a Contract of Lease to establish clear and binding terms and conditions governing the establishment, operation, maintenance, and eventual removal of the Hemodialysis Center, with the objective of ensuring public safety and full compliance with applicable local government policies, regulations, and standards;

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

ARTICLE ONE PURPOSE AND SCOPE

SECTION 1. This Contract grants the LESSEE the authority to lease a designated portion of the Salinas Multi-Purpose Building for the exclusive purpose of establishing and operating a Hemodialysis Center, constituting Phase One of its healthcare services initiative.

SECTION 2. The Hemodialysis Center shall be accessible to the general public, with priority service extended to residents of the City of Bacoor, Province of Cavite, particularly those classified as indigent or medically underserved, in alignment with the LESSEE's commitment to equitable and inclusive healthcare delivery.

SECTION 3. Any future expansion of the LESSEE's healthcare services—such as the establishment of a lying-in facility, minor surgical unit, eye clinic, or other related medical services—shall require the execution of a separate agreement or a formal amendment to this Contract, subject to the mutual consent of both Parties and compliance with applicable laws and regulatory standards.

ARTICLE TWO TERM

SECTION 4. The Contract shall be for a period of **TEN (10) YEARS**, commencing on the Effective Date, unless earlier terminated pursuant to Sections 18 and 19 of this Contract. This Contract may be renewed at the instance of either Party by sending the other Party a written notice to such effect within six (6) months prior to the expiration hereof, subject to the execution by both Parties of a written agreement extending this lease.

ARTICLE THREE RENTAL PAYMENTS

SECTION 5. For and in consideration of the use and occupancy of the Leased Premises, the LESSEE shall pay the LESSOR a monthly rental of **ONE HUNDRED SEVENTEEN THOUSAND THREE HUNDRED FORTY-TWO PESOS AND SEVENTY-FIVE CENTAVOS (PHP 117,342.075)**, subject to the provisions of paragraphs 4 and 5 hereof.

The monthly rental shall be paid in advance within the first ten (10) days of each month to be credited to the bank account to be opened by the LESSOR with the LESSEE, without the necessity of prior demand.

Succeeding rental payment received more than fifteen (15) working days after its due date shall be considered a 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 hereunder shall, if unpaid on its due date, similarly earn interest at the same rate and conditions.

This section on Rental Payments shall be subject to Article Five hereof.

The Expanded Withholding Tax (EWT) and Value Added Taxes (VAT) due to the government shall be withheld by the LESSEE from any payment made to the LESSOR. The EWT and VAT deducted by the LESSEE shall be at the rates prescribed by the Bureau of Internal Revenue (BIR) and shall be remitted directly to the BIR. It shall be indicated in the creditable withholding tax return to be filed with the BIR that the tax shall be credited to the LESSOR. The Certificate of Creditable Tax Withheld at Source

shall be submitted by the LESSEE to the LESSOR within fifteen (15) calendar days from receipt of payment by the LESSOR.

**ARTICLE FOUR
ADVANCE RENTAL AND SECURITY DEPOSIT**

SECTION 6. Upon the execution of this Contract, the LESSEE shall pay the LESSOR:

- A. Security Deposit in the amount of **ONE HUNDRED SEVENTEEN THOUSAND THREE HUNDRED FORTY-TWO PESOS AND SEVENTY-FIVE CENTAVOS (PHP 117,342.075)**, which is equivalent to one (1) month's rent. It is hereby expressly agreed herein that the Security Deposit cannot be utilized for the payment of the monthly rentals. The Security Deposit provided herein shall be refundable by the LESSOR to the LESSEE within thirty (30) calendar days from the expiration of the Term or the termination of this Contract as provided for under the provisions of Article One hereof, provided that no deduction therefrom or forfeiture thereof is proper except as provided for in this Contract.

The automatic application of the deposit to the overdue rentals shall not constitute a waiver by the LESSOR of its right to terminate the lease or eject the LESSEE for the non-payment of rentals.

- B. The sum of **TWO HUNDRED THIRTY-FOUR THOUSAND SIX HUNDRED EIGHTY-FOUR PESOS AND FIFTEEN CENTAVOS (PHP 234,684.15)**, representing the two (2) months advance rental, applicable on the last two (2) months of the Contract. The remaining balance of the advance rentals, if any, shall be refunded by the LESSOR to the LESSEE within thirty (30) calendar days after the termination of this Contract.

**ARTICLE FIVE
RENTAL ESCALATIONS**

SECTION 7. It is hereby agreed that the monthly rental until this Contract shall be adjusted every year for the duration of the Term beginning on the second (2nd) year thereof. The Parties agree that the increase in the rent for the second year on the monthly rent due shall be ten percent (10%) per annum on a cumulative basis to commence on the 2nd year of the Contract applicable for the ten (10) years thereof. The rental, as computed annually, shall be as follows:

PERIOD	INCREASE	ESCALATED RENTAL RATES PER MONTH
1 st	PHP 117,342.075	-
2 nd	PHP 117,342.075 x 10% = PHP 11,734.21	PHP 129,076.28
3 rd	PHP 129,076.28 x 10% = PHP 12,907.63	PHP 141,983.91

4 th	PHP141,983.91 x 10% = PHP 14,198.39	PHP 156,182.30
5 th	PHP 156,182.30 x 10% = PHP 15,618.23	PHP 171,800.53
6 th	PHP 171,800.53 x 10% = PHP 17,180.05	PHP 188,980.58
7 th	PHP 188,980.58 x 10% = PHP 18,898.06	PHP 207,878.64
8 th	PHP 207,878.64 x 10% = PHP 20,787.86	PHP 228,666.50
9 th	PHP 228,666.50 x 10% = PHP 22,866.65	PHP 251,533.15
10 th	PHP 251,533.15 x 10% = PHP 25,153.32	PHP 276,686.47

**ARTICLE SIX
USE OF LEASED PREMISES**

SECTION 8. The LESSEE expressly agrees and warrants that the Leased Premises shall be used exclusively for the office and medical activities and operations of the LESSEE's Dialysis Center. 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 operating its Dialysis Center. 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 its activities, at the sole and exclusive option of the LESSOR.

The LESSEE shall not introduce, keep, deposit, or store in the Leased Premises any obnoxious and hazardous substance or flammable materials or substances that might constitute a fire, safety, or environmental hazard without the prior consent of the LESSOR. The LESSEE shall also not install within the Leased Property any apparatus, machinery, or equipment that may cause obnoxious tremors or noises that might increase exposure of the building to fire hazard and therefore cause an increase in its insurance rate.

The LESSOR may provide the necessary assistance for the LESSEE to comply with the requirements in securing permits/certification from the local regulatory bodies, such as building permits, fire safety/drill, "No smoking" requirement, and others that may be required by the LESSEE.

**ARTICLE SEVEN
RENOVATION AND CONSTRUCTION OF THE LEASED PREMISES**

- SECTION 9.** Upon turnover of the Leased Premises by the LESSOR to the LESSEE, the LESSEE shall not undertake any renovation/alterations or improvements in the Leased Premises without prior written permission from the LESSOR.
- SECTION 10.** Any renovation, improvement, or fit-out works required for the operation of the Hemodialysis Center shall be undertaken at the sole expense of the LESSEE.
- SECTION 11.** Any and all such improvements or renovations made by the LESSEE that are permanently attached to or incorporated in the Leased Premises shall be considered as an integral part of the Leased Premises to be owned by the LESSOR, provided that the LESSEE is paid one-half of the value of the improvements in accordance with Article 1678 of the Civil Code. However, all movable fixtures and improvements, which can be removed by the LESSEE, as well as those that may be removed from the Leased Premises without damaging the latter or any part thereof, which were introduced or installed by the LESSEE in or upon the Leased Premises, shall remain the property of the LESSEE and may be removed from the Leased Premises upon pre-termination, expiration, or termination of this Contract under Sections 26 and 27 hereof, respectively.

**ARTICLE EIGHT
CARE OF THE LEASED PREMISES**

- SECTION 12.** The LESSEE hereby agrees to keep the Leased Premises in good and tenantable condition and hereby agrees further to maintain the same in a clean and sanitary state in accordance with existing health rules and regulations, pertinent laws, and city ordinances on the matter, most importantly to all Department of Health (DOH) regulations regarding the handling and disposal of medical waste.
- SECTION 13.** The LESSEE further agrees to maintain the interior design of the Leased Premises aesthetically acceptable and to replace fixtures broken or destroyed through the gross negligence or willful malfeasance of the LESSEE and, upon the expiration of the term of this Contract, to surrender and restore the Leased Premises to the LESSOR in as good and tenantable condition as they were actually found at the beginning of this Contract, reasonable wear and tear excepted. The LESSEE shall not be liable to pay any fee or charge for the maintenance of the aforesaid building.

**ARTICLE NINE
UTILITIES**

- SECTION 14.** The LESSEE shall pay and defray for its own account all costs of water, telephone, electric light and power, and all other utilities in the Leased Premises in addition to the agreed monthly rental. The electric meter, water meter, transformer, and other related items

therein to be used by the LESSEE shall be for its account, and all permits for such improvements to be obtained shall be for the LESSEE's account.

ARTICLE TEN INSURANCE

SECTION 15. The fire insurance for the aforesaid building, including that of the Leased Premises, shall be for the account of the LESSOR. Insurance for the equipment, furniture, fixtures, and anything else inside the Leased Premises shall be for the account of and in favor of the LESSEE.

ARTICLE ELEVEN RULES AND REGULATIONS

SECTION 16. The LESSEE shall comply with any and all reasonable rules that may be promulgated from time to time by the LESSOR, provided that the LESSEE is properly notified thereof. The LESSEE shall also comply with all the rules and regulations, ordinances, and laws made by health or other duly constituted local or national authorities arising from or regarding the use, occupancy, and sanitation of the Leased Premises.

ARTICLE TWELVE ACCESS TO PREMISES

SECTION 17. The LESSEE shall, upon prior written request from the LESSOR, allow and give access to the LESSOR or its duly authorized representative to the Leased Premises during fairly reasonable and convenient hours for inspection, maintenance, and repair purposes or undertaking any work necessary for the preservation, conservation, improvement, or decoration of the Leased Premises, but subject to such conditions and restrictions as the LESSEE shall reasonably impose to ensure the safety and security of the LESSEE's properties and records in keeping with medical practices and related laws and regulations. There shall be no compensation by reason of any inconvenience or annoyance that may arise by reason of any work undertaken under this paragraph.

The LESSOR commits to making the Leased Premises accessible to the LESSEE and its customers and clients at all times, subject to the usual business hours and/or operating hours of the development/building where the Leased Premises are located.

ARTICLE THIRTEEN LIABILITIES FOR SUITS

SECTION 18. The LESSEE shall hold harmless the LESSOR against all actions, suits, damages, and claims whatsoever they may be brought or made by reason of non-observance or non-performance by the LESSEE of the rules, regulations, ordinances, or laws mentioned

herein or any of the covenants of this Contract without prejudice to the right of the LESSOR to cancel this Contract in accordance with the provisions herein contained.

SECTION 19. The LESSOR shall not be liable or accountable for any loss or losses that may be suffered by the LESSEE by reason of theft, robbery, or any other crimes committed in or about the Leased Premises, except when the LESSOR is involved in the crime as a principal, accomplice, or accessory.

SECTION 20. The LESSOR shall indemnify and hold the LESSEE free and harmless from any claim or demand by any third party for injury, loss, or any damage resulting from any accident occurring in or about the Leased Premises, including fire, due to failure of the LESSOR to maintain the development in a safe, sanitary, and secure condition; and by reason of the LESSOR's non-observance or violation of applicable laws, rules, and regulations.

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

SECTION 21. The LESSEE agrees to hold the LESSOR free and harmless from any and all responsibility arising from loss or damage to goods or property or injury to persons that occurred within the confines of the Leased Premises for any cause other than and except when due to the fault or negligence of the LESSOR, its officers, employees, representatives, and/or agents, in which case the LESSOR shall be liable for such loss, damage, and/or injury.

ARTICLE FIFTEEN NON-WAIVER

SECTION 22. The acceptance by the LESSOR of a monthly rental after the first ten (10) days of the month it is due and/or acquiescence of the LESSOR in any violation or failure to comply with any provisions, terms, and conditions of this Contract by the LESSEE shall not be construed as a condonation of such default, violation, or failure or as a waiver on the part of the LESSOR of its rights, interest, or causes of action arising out, of or from such default, violation, or failure.

Any violation or failure to comply with this Contract shall be deemed waived by the LESSOR if such waiver is in writing and signed by the authorized representative of the LESSOR.

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

SECTION 23. The LESSEE shall neither assign, sublease, nor transfer the Leased Premises or any part thereof or any interest therein without the prior written consent of the LESSOR. Violation of this provision shall serve as a sufficient ground for the cancellation of this Contract.

**ARTICLE SEVENTEEN
DEFAULT OR BREACH**

SECTION 24. Should the LESSEE fail to pay the rental stipulated in Section 5 hereof or violate any of the terms and conditions of this Contract, the LESSOR shall have the right to eject the LESSEE from the Leased Premises and to recover and collect from the LESSEE all accrued rental.

**ARTICLE EIGHTEEN
TRANSFER OR OWNERSHIP**

SECTION 25. Should the ownership of the aforesaid building and/or the Leased Premises be transferred to a third party during the term of this Contract or any renewal thereof, the LESSOR commits and undertakes to ensure that in the transfer of ownership documents, the buyer or transferee therein acknowledges and commits to honor, maintain, and respect the peaceful existence and continuity of the LESSEE's occupancy of the Leased Premises for the unexpired portion of this Contract.

**ARTICLE NINETEEN
PRE-TERMINATION OF CONTRACT**

SECTION 26. The LESSEE shall have the right to pre-terminate this Contract upon giving the LESSOR sixty (60) calendar days' written notice to terminate, based on grounds as the imperative needs of LESSEE's business and/or financial considerations require. Upon such termination, the Security Deposit stipulated in Section 6(A) hereof shall be forfeited in favor of the LESSOR without prejudice to the collection of whatever receivables the LESSOR may have against the LESSEE.

**ARTICLE TWENTY
TERMINATION OF CONTRACT**

SECTION 27. Upon the expiration of the term of this Contract or upon the pre-termination or cancellation of the same as provided for in Section 26 hereof, the LESSEE shall promptly surrender or return the Leased Premises to the LESSOR in as good and tenantable condition as when received by it, reasonable wear and tear excepted, devoid of all occupants, furniture, articles, and effects of any kind other than such alterations and/or improvements which that Sections 9, 10, and 11 of this Contract shall belong to the LESSOR.

**ARTICLE TWENTY-ONE
OBLIGATIONS AND WARRANTIES OF THE LESSOR**

SECTION 28. The LESSOR represents and warrants to the LESSEE that, at the time of the execution of this CONTRACT and during the Lease Period and any of its renewals:

- A. The LESSOR is the absolute owner of the Leased Premises and has an indefeasible right to lease the same;
- B. Excluding those already existing and annotated on the titles upon the signing of this Contract, the Leased Premises shall be free from any and all liens and encumbrances that are in violation or inconsistent with any right of the LESSEE under this Contract;
- C. The Leased Premises is in such condition as to render it fit for the use intended by the LESSEE, and it shall maintain the Leased Premises for the peaceful and adequate enjoyment of the LESSEE, including unhampered ingress and egress to and from thereto, based on the intended use by the LESSEE of the Leased Premises;
- D. The LESSOR shall be responsible for repairs, replacements, and maintenance of the Leased Premises (with respect to common areas, parking areas, foundations, or structural components thereof) within a reasonable time, which are necessary to keep the Leased Premises in a tenantable condition;
- E. The LESSOR shall be responsible for the payment of any real property tax on the Leased Premises. The term "real property tax" shall mean real estate taxes imposed upon the land and building by the national, provincial, and/or city governments or authorities.

In case of breach of any of the foregoing obligations and warranties, the LESSOR shall indemnify and hold the LESSEE free and harmless from any cost and damage arising from such breach) without prejudice to the exercise by the latter of any other rights and remedies available to it under this Contract and under the law;

- F. The LESSOR acknowledges that in addition to other prevailing/applicable Philippine laws, rules, and regulations, the LESSEE has an existing Code of Ethics, which prohibits any gift, fee, commission, or benefit in favor of any of the LESSEE's officers and/or employees and/or any other persons to be given as a condition to, or as an additional consideration for, the award of the Contract to the LESSOR. The LESSOR further acknowledges that under the LESSEE's Code of Ethics and other prevailing rules and regulations, the LESSEE's personnel have the duty to report to superior officers any possible violation of the policy. Furthermore, the LESSOR commits itself to conducting its business professionally and ethically by equally abiding by the provisions of the LESSEE's Code of Ethics, particularly the norms of conduct and the rules on conflict of interest, insofar as applicable to the LESSOR's nature of business and for the duration of its business relationship with the LESSEE.

**ARTICLE TWENTY-TWO
MISCELLANEOUS PROVISIONS**

- SECTION 29.** This Contract contains the full and complete agreement between the Parties on the subject matter, and the same shall supersede any and all representations, understandings, or agreements, verbal or written, implied or express, previously made or entered into by them. This Contract may only be amended upon the written mutual agreement of the Parties. It is understood that all terms and conditions herein provided are subject to and subordinate to the existing laws, rules, and regulations of the LESSOR. In case of conflict, the pertinent provisions of the law, rules, and regulations shall prevail.
- SECTION 30.** This Contract may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.
- SECTION 31.** This Contract shall not be altered, changed, supplanted, or amended except by a written instrument signed by the duly authorized representatives of the Parties. All amendments to this Contract shall be deemed valid and binding upon the contracted Parties only if made by the mutual consent in writing of the Party and signed by the original signatories of both Parties to this Contract. This Contract shall be legally acceptable after being signed by the authorized representatives of the contracted Parties with full corporate power vested in them by their respective Parties. After signing this Contract, all previous verbal and/or written arrangements about the subject of this Contract shall be considered null and void.
- SECTION 32.** The implementation of this Contract, as well as any and all amendments, supplements, and addenda hereto, shall be subject to the applicable rules and regulations issued by the Bangko Sentral ng Pilipinas.
- SECTION 33.** The relationship of the Parties under and in relation to this Contract shall be limited to the matters herein contained. Nothing herein provided shall be considered or interpreted as constituting the relationship of the Parties or any of them as a partnership in which any one or more of the Parties may be liable for the acts or omissions of any other Party or Parties, nor shall anything herein contained be considered or interpreted as constituting any Party as the general agent of any other Party.
- SECTION 34.** No Party shall be liable for any failure or delay in performing its respective obligations as herein provided if any force majeure event shall be the proximate cause of the same. For purposes of this Contract, a "Force Majeure Event" shall include, but not be limited to, (i) declared or undeclared war, armed hostilities, revolution, rebellion, insurrection, riot, public disorder, and the like; (ii) unforeseen rock formations in the geodetic layers of the identified deep well sites; (iii) extreme and unforeseen weather conditions, fire, unusual flood, earthquake, and similar calamities or acts of God, and the Government's, local or national, declaration

of community quarantines and other restrictions; and (iv) expropriation of any part of the site on which the Project will be located. The Party invoking the existence of a Force Majeure Event shall immediately notify the other Party, specifying the nature and details of the Force Majeure Event, how it affects the Party's ability to comply with its obligations hereunder, and a proposed mitigating action to address the same. Upon the cessation of such Force Majeure Event, the Parties shall immediately resume the performance of their obligations hereunder. However, if the Force Majeure Event extends for a period in excess of 180 continuous days, the Parties hereto shall meet to discuss the basis and terms upon which this Contract may be continued or mutually terminated.

- SECTION 35.** Any dispute or difference of opinion between the Parties as to the implementation of the terms and conditions of this Contract shall be settled mutually and expeditiously. A written notice of said dispute or difference of opinion shall be personally served or sent by registered mail at the address that either party indicated in this Contract. In case such a dispute or difference of opinion is not settled, any of the parties hereto may terminate this Contract upon at least sixty (60) calendar days' prior written notice served to the other Party.
- SECTION 36.** If any part of this Contract of Lease shall for any reason be declared invalid and unenforceable, the remaining portions not affected thereby shall remain in full force and effect as if this Contract of Lease were executed with such invalid portion eliminated or as if the parties had not executed this Contract of Lease had they known the invalidity or unenforceability thereof.
- SECTION 37.** This Contract shall be governed by and interpreted in accordance with the laws of the Republic of the Philippines. Execution, delivery, and performance of this Contract shall not violate any provision of applicable laws or constitute a breach of any contracts it has entered into.
- SECTION 38.** In the event of litigation under this Contract, the Parties hereto agree to submit solely and exclusively to the jurisdiction of the proper courts of Bacoor City, Province of Cavite, the Parties hereby waiving any other venue.
- SECTION 39.** Except as may be otherwise specifically provided in this Contract, all notices required or permitted shall be in writing and shall be deemed to be delivered when deposited in the postal office mail postage prepaid, certified or registered mail, return receipt requested, addressed to the Parties at their respective addresses outlined in this Contract, or at such other addresses as may be subsequently specified by written notice.

IN WITNESS WHEREOF, the Parties hereto have hereunto signed this present on the date and time first above written.

(Signatory page follows)

**CITY GOVERNMENT OF
BACOR**

**ESSENTIALMED MEDICAL
HEALTH SERVICES**

By:

By:

Hon. STRIKE B. REVILLA
City Mayor
City Resolution No. _____
Series of 2026

DR. LEA LEE D. NICOLAS
Proprietor

SIGNED IN THE PRESENCE OF:

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

Dr. IVY MARIE YRATORZA
City Health Officer
Office of the City Health Services

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES}
Bacoor City, Cavite} SS.

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

Name	Proof of Identity	Date/Place Issued
STRIKE B. REVILLA		
Dr. LEA LEE D. NICOLAS		

Known to me and to me known to be the same persons who executed the foregoing **CONTRACT OF LEASE** which consists of ____ (____) pages including this notarial acknowledgment, all signed by them and their instrumental witnesses and they acknowledged to me that the same is their free and voluntary act and deed as well as that of the corporation they duly represent for the purpose stated therein.

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

NOTARY PUBLIC

Doc. No. _____
Book No. _____
Page No. _____
Series of 2026

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