

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This contract of lease made and entered into this 1st day of January, 2022 at Manila, Philippines, by and between:

RKT BUILDING, a real estate leasing business establishment existing under laws of the Philippines, with postal address at Lalud, Calapan City herein represented by **ERNESTO F. TAN**, hereinafter referred to as **LESSOR**.

-and-

DEPARTMENT OF SOCIAL WELFARE AND DEVELOPMENT MIMAROPA REGION, a government agency and existing under the laws of the Philippines with postal address at 1680 F. Benitez St., corner Malvar, Malate Manila, represented in this Contract by **FERNANDO R. DE VILLA, JR., CESO III**, Regional Director, hereinafter referred to as **LESSEE**.

WITNESSETH

Ownership

That the LESSOR is the Owner of the building including the "PREMISES" described in the object of lease below.

Object of Lease

That the LESSOR has agreed to lease at the LESSEE the premises more particularly described as Office Space of DSWD MIMAROPA Region-SWADT Oriental Mindoro located along Lalud, Calapan CITY with total area of 500 Square Meter (500 sq.m.) more or less within the RKT Bldg. under the following terms and conditions:

Term of Lease

I. This lease shall be a period of one year commencing on January 1, 2022 and ending on December 31, 2022. It is understood that the term of lease is the essence of Lease Contract and should this lease be cancelled for the causes attributed to the fault of the LESSEE after being given 15 days to rectify by the LESSOR, the LESSEE shall vacate the premises prior to the expiration of this lease.

Amount and Manner of Payment of Rent

The monthly rental rate shall be **One Hundred Ten Thousand Pesos Only (Php 110, 000.00)** per month INCLUSIVE OF TAX. The rent shall be due and payable every 5th day of every month of the leased period.

Security Deposit and Advance Rental

a. Two months' advance rental shall be paid by the LESSEE, which shall be applied on the last months of rent, upon the execution of this contract. This amount shall be non-interest bearing.

b. Upon the agreed period stated above the LESSEE shall also pay to LESSOR the one month (1) DEPOSIT, One Hundred Ten Thousand Pesos (P110,000.00) to serve as security for the full and faithful compliance of each and every term, provision, covenant and condition of this lease and not as any prepayment of rent. The deposit shall remain intact during the entire term of the lease and shall not be applied as payment for any monetary obligation of the LESSEE under this contract. The security deposit shall be refunded to the LESSEE after the expiration of the lease term upon the LESSEE's satisfaction of all monetary obligations to the LESSOR and after the LESSEE would have completely and satisfactorily vacated and delivered the leased premises to the LESSOR. The LESSEE may pre-terminate the lease by giving at least Sixty (60) day written notice to the LESSOR and on account of the pre-termination with Sixty-day notice, the LESSEE shall not be made liable for any penalty. However, the LESSEE's liability for any breach of this contract or for any obligation for the Leased Premises shall be in addition to the forfeiture of the said security deposit.

Use of Premises

The PREMISES shall be used exclusively by the LESSEE as office and it shall not divert the premises to other use without the prior written consent of the LESSOR, it being freely agreed that if at any time during the existence of this lease and without the prior consent of the LESSOR, the PREMISES are used for other purposes, the LESSOR has the choice of (a) terminating this lease or (b) compelling the LESSEE to rectify the breach.

Utilities

The electric current and water consumption in the lease premises shall be for the account of the LESSEE. The billing of the electric current and water consumption

shall be in accordance with such reading as may be registered in the separate meters installed in the building.

Repairs

The LESSOR shall undertake major repairs including damages the fortuitous events during the affectivity of the lease and to complete such repairs within a specified time frame.

The LESSEE shall withhold the payment in the event the LESSOR fails to make the necessary repairs of the damage to any portion of the building which is its obligation to repair under the agreement within a reasonable time and to undertake such repairs applying the rentals due to cover the cost hereof.

Care of Leased Premises and Improvements

The LESSEE shall at his expense, maintain the leased premises in a clean and sanitary condition, free from noxious odor, disturbing noises, or other nuisances, and upon the expiration of the lease shall surrender and return the PRE PREMISES and fixtures in as good condition as they were actually found at the beginning of the lease, ordinary wear and tear excepted.

Alterations, Additions and Improvements

The LESSEE shall not make any alteration, addition or improvement without the prior written consent of the LESSOR, provided, however that all such alterations, additions or improvements, except the movable furniture and fixtures made at the expense of the LESSEE and are removable without defacing or injuring the PREMISES or the building, shall remain upon and be surrendered with the PREMISES as part thereof at the termination of this lease without the compensation to the LESSEE.

Advertisement, Sign, Etc

The LESSEE shall not affix, inscribe or paint any notices, sign or any advertising medium of any part of the inside or outside of the building except with the prior written permission from the LESSOR, which permission shall not be unreasonably withheld and only for such size, color and style as the latter may approve.

Prohibitions

The LESSEE shall not bring into the PREMISES anything of highly flammable or explosive nature, nor install therein any apparatus, machinery or any equipment which may cause obnoxious vibration or noises expose the PREMISES to fire or increase the fire hazard of the building or change the insurance rate of the building, or any article which the LESSOR may reasonably prohibit; it being understood that the LESSEE do so, not only shall the latter be responsible for all

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the damages, but the LESSOR shall in addition there to have the right to cancel the lease. If the LESSEE shall use the building, or deposit therein the above prohibited objects so as to result in any increase of premiums, such increase shall be for the account of the LESSEE.

Rules/ Regulations

The LESSEE shall comply with any and all reasonable regulations, rules and safety regulations which may be promulgated by legally constituted authorities from time to time and comply with all rules and regulations, ordinance and laws made by health or other duly constituted local or national authorities arising from or regarding the use, occupancy and sanitation of the PREMISES.

Injury or Damages

The LESSEE agrees that the LESSOR shall not be liable for any damage or liability of any kind or for any damage or injury to any persons or property during the term of this lease for any cause whatsoever by reason of the use, occupancy and employment of the leased premises by the LESSEE, its directors, officers, agents, employees, representatives, guest, clients or similar persons, and that the LESSEE will save harmless the LESSOR from all liability whatsoever; including all expenses incurred in defending against said claims and liability on account of such damage or injury, and from any and all liens, claims, and demand of whatever kind and nature. Unless so caused by negligence and/or willful default of the LESSOR, its employees, servants or the agents,

LESSOR shall not be liable or responsible for:

- a. The presence of bugs, vermin, ants, insects if any in the building or the leased PREMISES;
- b. The failure of water supply and/or electric current;
- c. Any injury, loss or damage which the LESSEE, his agents or employees might sustain in the PREMISES; and;

Fire

If the leased PREMISES shall be destroyed or damage by an act of GOD, force majeure or other caused beyond the control of the LESSEE rental shall cease to be payable until the PREMISES shall have been restored or reinstated. If the whole of the PREMISES shall have been destroyed or rendered unfit for the use and occupation and shall not have been repaired or reinstated after one month from the occurrence of the damage, either party may terminate this lease by notice in writing to the other.

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Sublease, Transfer of Rights

The LESSEE shall not assign or transfer its rights under this contract, or any part thereof, without the prior written consent of the LESSOR.

Termination of Lease

The LESSEE agrees to return and surrender the leased PREMISES at the expiration of the term of this lease in a s good condition at reasonable wear tear permits without any delay whatsoever, devoid of any occupants, furniture, articles and effects or any kind other than such alteration, additions or improvements which shall remain in the building and become the LESSOR'S property in accordance with the provision of paragraph 8 hereof. Should the LESSEE elect not to renew this contract of lease at the termination hereof, it shall give the LESSOR two (2) months written notice in advance of such intention to vacate. Provided, however, that the LESSEE may terminate this contract anytime upon sixty (60) days' notice to the LESSOR.

reed

Failure to Surrender

If said PREMISES are not surrendered at the expiration of the term hereof, the LESSEE shall continue to pay the LESSOR and shall indemnify the LESSOR any and all claims made by any succeeding tenant(s) against the LESSOR, for delay resulting from the failure of the LESSEE to surrender the PREMISES on time.

Breach or Default

It is hereby agreed and that if the LESSEE has unpaid obligation upon the expiration or termination of this lease or in case of eviction, the LESSOR shall have a lien up to the amount of the LESSEE'S unpaid obligation over the office equipment and supplies of whatever kind and nature found in the PREMISES and the LESSOR is empowered to take custody or retain physical possession thereof until the whole obligation is fully settled.

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The LESSEE paying the rental reserved by the lease and duly and punctually observing and performing the covenants and provisions under this contract shall and may peaceably hold and enjoy quiet possession without any interruption by the LESSOR or any person lawfully claiming under the LESSOR.

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IN WITNESS WHEREOF, the parties hereunto affixed their signatures in conformity herewith this 1st day of January 2022

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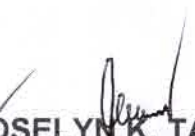
For the LESSOR:

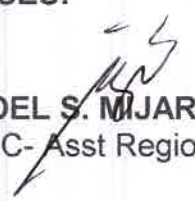

ERNESTO F. TAN
Owner

For the LESSEE :


FERNANDO R. DE VILLA JR., CESO III
Regional Director

WITNESSES:


ROSELYN K. TAN
Authorized Representative


JOEL S. MJARES
OIC- Asst Regional Director for Admin

Availability of funds is hereby certified:


DANILYN T. GALAN
Administrative Officer IV-OIC Head Accounting Section



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES
Manila, Philippines) S.S

BEFORE ME, a Notary Public for and in the above jurisdiction, personally appeared the following:

Name	ID /Place/Date
FERNANDO R. DE VILLA., JR, CESO III	
ERNESTO F. TAN	

known to me and known to be the same person who executed the foregoing instrument and acknowledge to me the same is their own free will and voluntary act and deed.

This instrument consists of six (6) pages including this page wherein this Acknowledgement is written, and is signed by the parties their instrumental witnesses on each and every page hereof.

Witness my hand and seal, this MAR 09 2022 day of 2022 at CITY OF MANILA, Philippines

Doc. No. 802
Page No. 161
Book No. 3
Series of 2022

[Signature]
ATTY. GILBERTO B. PASIMANERO
Notary Public Until June 30, 2022
Notarial Commission 2020 - 030
IBP# 165746 Pasig - 10-14-2022
PTR# 0154719 Mla. - 1-3-2022
Roll# 25473, TIN# 103-098-346
MCLE Compl. No. VI-0011418 until 4-14-2022

0246

Appendix 11

OBLIGATION REQUEST AND STATUS				Serial No. <u>02-102101-22-02-0246</u>			
DSWD FO-IV MIMaRoPa Entity Name				Date: <u>FEB 18 2022</u> Time: _____			
				Fund Cluster: <u>701</u>			
Payee	RKT BUILDING						
Office							
Address	Calapan City, Oriental Mindoro						
Responsibility Center	Particulars	MFO/PAP	UACS Object Code	Amount			
	Payment for office rental for January-December 2022 amounting to.....			1,650,000.00			
	2 mos advance - Php 110,000 x 2= 220,000.00 1 mo security deposit = Php 110,000.00 Rental for Jan-Dec 2022 = 110,000 x 12= 1,320,000.00	3/0100100002000 CAND	50299050 01	750,000.00			
SLP	Total			1,650,000.00			
A. Certified: Charges to appropriation/allotment are necessary, lawful and under my direct supervision; and supporting documents valid, proper and legal Signature: _____ Printed Name: <u>HARVEY B. CALABIO</u> Position: <u>AO V-OC/DC Admin Division</u> Date: _____ Head, Requesting Office/Authorized Representative			B. Certified: Allotment available and obligated for the purpose/adjustment necessary indicated above Signature: _____ Printed Name: <u>PACITA NOREN L. YSUG-VILLAZORDA</u> Position: <u>Administrative Officer IV- Budget Section Head OIC</u> Date: _____ Head, Budget Division/Unit/Authorized Representative				
C. STATUS OF OBLIGATION							
Reference			Amount				
Date	Particulars	ORS/JEV/Check/ADA/T RA No.	Obligation	Payable	Payment	Balance	
			(a)	(b)	(c)	Not Yet Due (a-b)	Due and Demandable (b-c)
FEB 18 2022	OBLIGATION	02-101101-2020- 02-102101-22-02-0246	750,000.00			750,000.00	

OBLIGATION REQUEST AND STATUS	Serial No. <u>02-102101-22-02-0247</u> Date: <u>FEB 18 2022</u> Time: _____ Fund Cluster: <u>101</u>
DSWD FO-IV MIMaRoPa Entity Name	

Payee	RKT BUILDING		
Office			
Address	Calapan City, Oriental Mindoro		

Responsibility Center	Particulars	MFO/PAP	UACS Object Code	Amount
0007-01-01 -01-04-02 SOCPAN	Payment for office rental for January-December 2022 amounting to..... 2 mos advance - Php 110, 000 x 2= 220, 000.00 1 mo security deposit = Php 110,000.00 Rental for Jan-Dec 2022 = 110,000 x 12= 1,320,000.00	320103100001000 (AME)	50299050 01	1,650,000.00 210,000.00
	Total			210,000.00 1,650,000.00

A. Certified: Charges to appropriation/allotment are necessary, lawful and under my direct supervision; and supporting documents valid, proper and legal Signature: _____ Printed Name: <u>HARRY B. CALABIO</u> Position: <u>AO V-OC/DC Admin Division</u> Date: _____ Head, Requesting Office/Authorized Representative	B. Certified: Allotment available and obligated for the purpose/adjustment necessary indicated above Signature: _____ Printed Name: <u>PACITA NOREN L. YSUG-VILLAZORDA</u> Position: <u>Administrative Officer IV- Budget Section Head OIC</u> Date: _____ Head, Budget Division/Unit/Authorized Representative
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C. STATUS OF OBLIGATION							
Reference			Amount				
Date	Particulars	ORS/JEV/Check/ADA/T RA No.	Obligation	Payable	Payment	Balance	
			(a)	(b)	(c)	Not Yet Due (a-b)	Due and Demandable (b-c)
FEB 18 2022 02-102101-22-02-0247	OBLIGATION	02-101101-2020- _____	210,000.00			210,000.00	

OBLIGATION REQUEST AND STATUS

DSWD FO-IV MIMaRoPa
Entity Name

Serial No. 02-102101-22-02-0247
Date: FEB 18 2022 Time: _____
Fund Cluster: 401

Payee: RKT BUILDING
Office: _____
Address: Calapan City, Oriental Mindoro

Responsibility Center	Particulars	MFO/PAP	JACS Object Code	Amount
<u>0007-01-01</u> <u>-01-04-02</u>	Payment for office rental for January-December 2022 amounting to.....			<u>1,650,000.00</u>
	2 mos advance - Php 110,000 x 2= 220,000.00 1 mo security deposit = Php 110,000.00 Rental for Jan-Dec 2022 = 110,000 x 12= 1,320,000.00	<u>32010310000000</u> <u>6410</u>	<u>50299000</u> <u>01</u>	
	Total			<u>210,000</u> <u>1,650,000.00</u>

A. Certified: Charges to appropriation/allotment are necessary, lawful and under my direct supervision; and supporting documents valid, proper and legal

Signature: _____
Printed Name: HARYN B. CALABIO
Position: AO V-OC/OC Admin Division
Date: _____
Head, Requesting Office/Authorized Representative

B. Certified: Allotment available and obligated for the purpose/adjustment necessary indicated above

Signature: _____
Printed Name: PACITA NOREN L. YSUG-VILLAZORDA
Position: Administrative Officer IV- Budget Section Head OIC
Date: _____
Head, Budget Division/Unit/Authorized Representative

C. STATUS OF OBLIGATION

Date	Particulars	ORS/JEV/Check/ADA/T RA No.	Amount					
			Obligation	Payable	Payment	Balance		
						(a)	(b)	(c)
<u>FEB 18 2022</u>	OBLIGATION	<u>02-101101-2020-</u> <u>02-102101-22-02-0247</u>	<u>210,000</u>				<u>210,000</u>	

0248

Appendix 11

OBLIGATION REQUEST AND STATUS

DSWD FO-IV MIMaRoPa
Entity Name

Serial No. 02-101101-22-02-0248
Date: FEB 18 2022 Time: _____
Fund Cluster: 1

Payee	RKT BUILDING			
Office				
Address	Calapan City, Oriental Mindoro			
Responsibility Center	Particulars	MFO/PAP	UACS Object Code	Amount
20-001-03-00017-01- 01-01-03	Payment for office rental for January-December 2022 amounting to..... 2 mos advance - Php 110,000 x 2= 220,000.00 1 mo security deposit = Php 110,000.00 Rental for Jan-Dec 2022 = 110,000 x 12= 1,320,000.00	320104100001000 (RPT-AICS)-2022 MIMAROPA -40	50299050 01	1,650,000.00 210,000
AICS	Total			210,000- 1,650,000.00

A. Certified: Charges to appropriation/allotment are necessary, lawful and under my direct supervision; and supporting documents valid, proper and legal

Signature: _____
Printed Name: HARVEY CALABIO
Position: AO V-OC D/ Admin Division
Date: _____
Head, Requesting Office/Authorized Representative

B. Certified: Allotment available and obligated for the purpose/adjustment necessary, indicated above

Signature: _____
Printed Name: PACITA NOREN L. YSUG-VILLAZORDA
Position: Administrative Officer IV- Budget Section Head OIC
Date: _____
Head, Budget Division/Unit/Authorized Representative

Reference			STATUS OF OBLIGATION				
Date	Particulars	ORS/JEV/Check/ADA/T RA No.	Obligation	Payable	Payment	Balance	
						Not Yet Due	Due and Demandable
			(a)	(b)	(c)	(a-b)	(b-c)
FEB 18 2022	OBLIGATION	02-101101-2020- 02-101101-22-02-0248	210,000-			210,000-	

OBLIGATION REQUEST AND STATUS				Serial No. _____			
DSWD FO-IV MiMaRoPa Entity Name				Date: <u>FEB 18 2022</u> Time: _____			
				Fund Cluster: <u>101</u>			
Payee		RKT BUILDING					
Office							
Address		Calapan City, Oriental Mindoro					
Responsibility Center	Particulars	MFO/PAP	UACS Object Code	Amount			
20-001-03-00017-01- <u>0-1-02-03</u>	Payment for office rental for January-December 2022 amounting to..... 2 mos advance - Php 110,000 x 2= 220,000.00 1 mo security deposit = Php 110,000.00 Rental for Jan-Dec 2022 = 110,000 x 12= 1,320,000.00	3101001000000000 (RANTANIO) 12 -01-2022 MIMAROPA -07	01 01	1,650,000.00	480,000 -		
Total				480,000 -	1,650,000.00		
A. Certified: Charges to appropriation/allotment are necessary, lawful and under my direct supervision; and supporting documents valid, proper and legal Signature: _____ Printed Name: <u>HARVY B. CALABIO</u> Position: <u>AO V-OC D/ Admin Division</u> Date: _____ Head, Requesting Office/Authorized Representative			B. Certified: Allotment available and obligated for the purpose/adjustment necessary indicated above Signature: _____ Printed Name: <u>ANGELITA M. BUSTILLOS</u> Position: <u>Financial Analyst III, Budget</u> Date: _____				
C. STATUS OF OBLIGATION							
Reference			Amount				
Date	Particulars	ORS/JEV/Check/ADA/T RA No.	Obligation	Payable	Payment	Balance	
						Not Yet Due	Due and Demandable
			(a)	(b)	(c)	(a-b)	(b-c)
<u>FEB 18 2022</u>	OBLIGATION	02-101101-2020- _____	480,000 -			480,000 -	

OBLIGATION REQUEST AND STATUS

Appendix 11

DSWD FO-IV MiMaRoPa
Entity Name

Serial No. 02-102101-22-02-0246

Date: FEB 18 2022

Time: _____

Fund Cluster: 101

Payee	RKT BUILDING
Office	
Address	Calapan City, Oriental Mindoro

Responsibility Center	Particulars	MFO/PAP	UACS Object Code	Amount
	Payment for office rental for January-December 2022 amounting to..... 2 mos advance - Php 110,000 x 2= 220,000.00 1 mo security deposit = Php 110,000.00 Rental for Jan-Dec 2022 = 110,000 x 12= 1,320,000.00			1,650,000.00
	<i>00017-01-01</i> -02-01 SLP	<i>310100100002000</i> <i>LAND</i>	<i>50299050</i> 01	1,650,000.00 750,000.00
Total				1,650,000.00 750,000.00

A. Certified: Charges to appropriation/allotment are necessary, lawful and under my direct supervision; and supporting documents valid, proper and legal

Signature: _____
 Printed Name: HARRY B. CALABIO
 Position: AO V-OC/DC Admin Division
 Date: _____
Head, Requesting Office/Authorized Representative

B. Certified: Allotment available and obligated for the purpose/adjustment necessary indicated above

Signature: _____
 Printed Name: PACITA NOREN L. YSUG-VILLAZORDA
 Position: Administrative Officer IV- Budget Section Head OIC
 Date: _____
Head, Budget Division/Unit/Authorized Representative

Reference			STATUS OF OBLIGATION				
Date	Particulars	ORS/JEV/Check/ADA/T RA No.	Obligation (a)	Payable (b)	Payment (c)	Balance	
						Not Yet Due (a-b)	Due and Demandable (b-c)
<u>FEB 18 2022</u>	OBLIGATION	02-101101-2020- <u>02-102101-22-02-0246</u>	750,000.00			750,000.00	

OBLIGATION REQUEST AND STATUS

DSWD FO-IV MIMaRoPa
Entity Name

Appendix 11

Serial No. 02-101101-22-02-0248

Date: FEB 18 2022

Time:

Fund Cluster : 1

Payee

RKT BUILDING

OBLIGATION REQUEST AND STATUS

DSWD FO-IV MiMaRoPa
Entity Name

Serial No.:
Date: FEB 18 2022

Time: _____

Fund Cluster: 101

Payee	RKT BUILDING		
Office			
Address	Calapan City, Oriental Mindoro		

Responsibility Center	Particulars	MFO/PAP	UACS Object Code	Amount
20-001-03-00017-01-0-1-02-03	Payment for office rental for January-December 2022 amounting to..... 2 mos advance - Php 110, 000 x 2= 220, 000.00 1 mo security deposit = Php 110,000.00 Rental for Jan-Dec 2022 = 110,000 x 12= 1,320,000.00	3101001000000000 (PANTAWID)-02 01-2022 MIMAROPA -07	5029900 01	1,650,000.00 480,000.00 480,000.00 1,650,000.00
Total				

A. **Certified:** Charges to appropriation/allotment are necessary, lawful and under my direct supervision; and supporting documents valid, proper and legal

Signature: _____
 Printed Name: HARVEY CALABIO
 Position: AO V-OC Div Admin Division
 Date: _____
Head, Requesting Office/Authorized Representative

B. **Certified:** Allotment available and obligated for the purpose/adjustment necessary indicated above

Signature: _____
 Printed Name: ANGELITA M. BUSTILLOS
 Position: Financial Analyst III, Budget
 Date: _____
2-21

Reference			STATUS OF OBLIGATION				
Date	Particulars	ORS/JEV/Check/ADA/T RA No.	Obligation	Payable	Payment	Balance	
						(a)	(b)
FEB 18 2022	OBLIGATION	02-101101-2020-	480,000-			480,000-	