

CONTRACT OF LEASE

This CONTRACT OF LEASE is made and entered into this _____ day of August 2024 by and between:

NEW CLARK GOVERNMENT CENTER CORP (NCGCC), a corporation duly organized and existing under the laws of the Republic of the Philippines with address at National Government Administrative Center, New Clark City, Tarlac, Philippines, represented herein by its General Manager, **RADM MIGUEL JOSE S. RODRIGUEZ (Retired)**, and hereinafter referred to as "LESSOR"

- AND -

The **BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA)**, a government instrumentality vested with corporate powers, duly organized and existing pursuant to Republic Act No. 7227, as amended, with principal office at BCDA Corporate Center, 2nd Floor Bonifacio Technology Center, 31st Street Crescent Park West, Bonifacio Global City, Taguig, Metro Manila, Philippines, represented herein by its Executive Vice President, **ATTY. GISELA Z. KALALO**, and hereinafter referred to as "LESSEE".

The LESSOR and LESSEE shall be collectively referred to as "the Parties".

RECITALS

WHEREAS, the LESSOR is the owner/developer of the **129 Square Meters (SQM), Ground Floor, Government Building, National Government Administrative Center, New Clark City**;

WHEREAS, the LESSEE desires to lease 129 SQM, Ground Floor, Government Building, National Government Administrative Center, New Clark City (NCC) for BCDA Data Center ("Leased Premises"), and the LESSOR has agreed to lease out the leased premises to the LESSEE;

NOW, THEREFORE, for and in consideration of the foregoing premises, which are herein incorporated and made an integral part of this Contract, and the attached Annexes, and of the mutual covenants of the Parties as herein set forth, the Parties have mutually agreed and bound themselves to the following terms and conditions:

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RAUL G. BUENSALIDA
Chief Administrative Officer
BCDA Records Office

BCDA
Bases Conversion and
Development Authority

Records Administration Division
FX2024-0237

PART I
BASIC LEASE PROVISIONS

1. Parties	Lessor : NEW CLARK GOVERNMENT CENTER CORP (NCGCC) Lessee : BASES CONVERSION AND DEVELOPMENT AUTHORITY (BCDA)
2. Subject of lease ("the Property")	The subject of the lease is 129 square meters office space located at Ground Floor, Government Building, National Government Administrative Center, New Clark City.
3. Purpose of Lease	The leased premises shall be devoted exclusively for the BCDA Data Center.
4. Lease Term	The lease term shall be for twelve (12) months, but may be extended upon mutual agreement of the Parties, subject to compliance with RA 9184 and other relevant laws.
5. Lease Period	Start Date : [<u>22</u> August 2024] End Date : [<u>21</u> August 2025]
6. Lease rate and Operation and Maintenance	Ninety Four Thousand Nine Hundred Twenty Three Pesos and 36/100 (Php94,923.36), monthly, and a total of One Million One Hundred Thirty Nine Thousand Eighty Pesos and 32/100 (Php1,139,080.32), inclusive of VAT and other government fees, for twelve (12) months.
7. Advance Rental Payment (ARP)	Amount equivalent to one (1) month rent, payable upon signing of the Contract of Lease
8. Cost of utilities	To be determined based on actual consumption, billed monthly.
9. Billing and payment arrangements	A billing statement will be sent to the LESSEE at the end of each month.
10. Extension or pre-termination	The LESSEE may opt to extend or pre-terminate the Lease upon written request to the LESSOR at least thirty (30) days before the expiration of the lease term, subject to the mutual agreement of both Parties.

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PART II
GENERAL PROVISIONS

ARTICLE I
CAUSE, CONSIDERATION AND EFFECTIVITY

1. **THE PROPERTY.** The LESSOR hereby leases and lets unto the LESSEE, and LESSEE hereby leases from LESSOR the Leased Premises described under PART I of this Contract of Lease.
2. **LEASE TERM.** This Lease shall have a term as stated under PART I.
3. **RIGHT TO RENEWAL OF CONTRACT.** This Contract of Lease is renewable for such period of time as may be mutually agreed upon by the Parties. Any renewal shall be negotiated by and between the Parties thirty (30) days prior to the expiration of the original term as stated under PART I.
4. **LEASE RATE.** The LESSEE shall pay the LESSOR monthly rent, inclusive of VAT and other government fees, if applicable, in accordance with the agreed rate and payable on the agreed date, or as stated under PART I of this Contract of Lease.

The applicable VAT or similar taxes that the Government shall apply on the date of its effectivity. With the above computation as basis, the LESSEE shall deduct from the rent and shall withhold the applicable withholding tax on all rent and remit the same to the Bureau of Internal Revenue (BIR) within the time prescribed by law. All remittances made by the LESSEE pertaining to the applicable taxes shall be submitted by the latter to the LESSOR every month.

Any increase in assessment and/or tax due to improvements made by the LESSEE shall be paid by the LESSEE. Further, the LESSEE shall be responsible for payment of documentary stamps collectible on this lease contract.

5. **DEFAULT IN RENT** – The Parties hereby agree that in case of default by the LESSEE in the payment of said rent, if and when the same becomes due and payable, the amount of rent shall bear interest at the rate of 2% percent per month, to be computed daily from the date of such default until fully paid. Payment of such interest shall be considered as a penalty by reason of such default, without prejudice to the right of the LESSOR to terminate this contract and eject the LESSEE as hereinafter provided.

In case of failure on the part of the LESSEE to pay the monthly rent on the due date for three (3) consecutive months thereof, the LESSEE shall be given ten (10) days from the date of default within which to make the necessary payment before the LESSOR can exercise its right to recover against the LESSEE, including the right to rescind or terminate this Contract, without need of judicial action and rendered without further force or effect, and the LESSOR shall have the right to eject the LESSEE from the Property and to recover all rent and other fees due hereunder, with interest at the rate of two percent (2%) per month from the date of default.

If there is any rent and/or other charges in arrears, the LESSEE agrees that the LESSOR shall have the first lien over the LESSEE's properties located in the Leased Premises at the expiration or termination of the Contract, and the LESSOR shall have the right to detain the said properties located in the Leased Premises until any such rent and/or charges in arrears are fully paid. In this connection, LESSEE, and by these presents, hereby authorizes and appoints the LESSOR (or any of its authorized representatives) as its attorney-in-fact.

6. **ADVANCE RENTAL PAYMENT (ARP)** – The LESSEE shall pay a non-interest bearing advance rent in the amount of **Ninety-Four Thousand Nine Hundred Twenty-Three Pesos and 36/100 (Php94,923.36)**, due and payable within thirty (30) days upon

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the issuance of Notice to Proceed (NTP), and applicable on the months as stated in PART I, and shall be applied for the last remaining period of the Lease Term.

ARTICLE II

USE OF PROPERTY, IMPROVEMENTS, RESTRICTIONS AND UNDERTAKINGS

1. **PURPOSE OF LEASE** – The Property forms an essential part of the National Government Administrative Center (NGAC) as an integrated and controlled development project. Accordingly, the Property shall be exclusively used and occupied for the Purpose as indicated in PART I.

The LESSEE agrees to use and occupy the Property during the term hereof only for the purpose as indicated in PART I and for no other purpose whatsoever without the written consent of the LESSOR. The LESSEE shall not use the Property for any illegal or unlawful purposes.

The Parties hereby agree that if, at any time during the existence of this lease and without the previous written consent of the LESSOR, the said Property or any portion thereof is used for any other purpose, the LESSOR has the sole option to (a) terminate this lease immediately; or (b) to collect an increased rent from the date of diversion of the use of the premises; or (c) compel the LESSEE to stop the new activities as stated in the immediately preceding paragraph.

In the event that there is an impossibility of giving effect to the aforementioned purpose by reason of any law, ordinance, barangay resolutions, government regulations or such other reasons which are beyond the control and contemplation of the herein parties, the same may be a valid ground and will entitle the LESSOR to rescind and terminate this Contract of Lease without further damage or liability on the part of the latter.

2. **IMPROVEMENTS** – It is expressly agreed and understood that the LESSEE may introduce additions and improvements necessary to suit the purpose for which the Property is leased at its own expense provided and subject to the LESSOR's prior approval of the plans, and provided the strength and the general structure of the Property are not impaired or otherwise adversely affected and provided further that the other conditions of this contract are not thereby violated.

However, any fixed improvements of whatever nature, introduced by the LESSEE, shall form part of the Property and shall not be removed at the end of the lease and the same shall become the property of the LESSOR upon the termination, pre-termination or cancellation of the contract of lease, without need of reimbursement EXCEPT those that are enumerated in the succeeding paragraph which are deemed to be exclusively owned by the LESSEE.

Fixed improvements shall mean those improvements which are attached to the ground or to any fixed structure owned and constructed by the LESSOR such that the removal of the same shall deface and damage the Property.

The LESSOR reserves the right to refuse any alterations, additions or improvements requested by the LESSEE if in the LESSOR's opinion there is just cause to warrant the refusal.

LESSEE further undertakes and agrees not to make any alteration in, addition to, or improvement upon the Property, without a prior written consent by the LESSOR, whose consent shall not be unreasonably withheld; provided however, that all alterations in, additions to, or improvements upon the said premises made by LESSEE which are movable in nature shall upon termination of this Contract be removed there

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by LESSEE at its cost. Provided however, that removal of any and all alterations in, additions to, or improvements made by LESSEE would not cause any damage on the Property. After the expiration, or pre-termination of the lease, all permanent and/or fixed improvements on the Property shall be owned by the LESSOR.

3. APPROVAL OF PLANS – Not later than the date of execution of this Contract of Lease, LESSEE shall have submitted the plan for the proposed additions, installations, or improvements on the Property, which are necessary or required by the nature and purpose of its business. The LESSEE shall install all planned or proposed improvements or additions only after securing the LESSOR's written approval or consent, whose consent shall not be unreasonably withheld.

The LESSEE shall inform and declare to the LESSOR of the estimated electrical load for the Property and list in detail the fixtures, appliances, devices and equipment which require electrical power for their operation and which LESSEE intends to use and operate in the Property.

Changes, additions or alterations on the said plan shall be made only upon written consent of the LESSOR. It is further agreed that all such installations, additions and improvements (except the movable properties installed at the expense of the LESSEE and removable without defacing or damaging the Property) shall be surrendered to the LESSOR together with the Property as part thereof at the termination or expiration of the lease, in accordance with the provisions on Lease under the Civil Code of the Philippines.

4. COSTS FOR NECESSARY REPAIRS, MAINTENANCE AND CARE OF THE PROPERTY - The LESSOR, with prior coordination with the LESSEE, shall have the right to enter the Property for purposes of inspecting the same to make repairs as may be necessary, and for such other purposes relative to the upkeep and maintenance of the building. The LESSOR shall undertake all major and necessary repairs on the Property at its own cost and maintain the Property in good and tenantable condition during the term of the lease. The LESSEE shall thus allow the maintenance or repairmen access to the Property, whenever necessary, and shall not indulge in any refusal, failure, reduction or suspension of any monthly rent payment by reason of the repairs in the Property, unless such repair renders the entirety or portion of the Property unusable for a period of five (5) days or more, in which case, the corresponding rent payment shall be reduced proportionately with the period of such repair and the area so affected.

The LESSEE shall undertake all ordinary repairs on the Property at its own cost. Ordinary repairs on the utilities shall likewise be for the account of the LESSEE, consisting of repairs costing P10,000 and below.

For repairs that cost more than P10,000.00, the parties shall come into a mutual agreement in writing before the LESSOR undertakes the repairs.

The LESSEE agrees and undertakes to ensure the cleanliness and proper sanitary condition of Property as required by the applicable rules and guidelines and/or imposed by the LESSOR.

The LESSEE shall return the Property at the end of the Contract in the same condition as these were at the start of the Lease Term, except those damaged by reasonable use and wear and tear, fortuitous event or other cause beyond the control of the LESSEE, and the existence of the fixed improvements as agreed under Article II (2) and (3) hereof upon expiration, pre-termination of the term of this Contract of Lease, unless specifically instructed by the LESSOR to remove all the fixed improvements as well.

5. UTILITIES – The accounts for water, telephone, electricity, power and other utilities shall be registered in LESSEE's name, and the bills shall be for the account of the

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LESSEE, including their application for connections with and the installations by the utility companies. Upon termination of this Contract of Lease, it is the sole responsibility of the LESSEE to have the aforesaid services disconnected and cancelled. All unpaid utility charges including disconnection fees shall be for the account of the LESSEE.

The LESSOR shall have the right to periodically check on the update of the payment of the utilities of the LESSEE on the Property and the LESSEE shall willingly show proof of payment of their utilities.

6. **BUSINESS PERMITS AND GOVERNMENT COMPLIANCE** – The LESSEE shall secure and maintain on its own account all permits and licenses as may be required by the national and/or local authorities in connection with its business or activities and the use of the Property. Copies of the said permits and licenses or any renewal thereof, shall be furnished to the LESSOR not later than fifteen (15) days from the start of operation of LESSEE's activities or business and every renewal date thereof as required by law. The LESSEE shall comply with any and all supplementary rules and regulations set down by the LESSOR and those which may hereafter be promulgated from time to time by the LESSOR, and with all the laws, ordinances, rules and regulations, promulgated by the duly constituted authorities of the national and/or local government regarding the use, occupancy, security and sanitation of the Property and the business or activity conducted therein, Provided, that all works of temporary nature which may be permitted and allowed by the national and/or local authorities to be done on the Property shall be for the account and expense of the LESSEE.

The LESSEE shall guarantee the faithful compliance with all government laws and regulations particularly the payment of applicable taxes, including but not limited to business taxes, withholding tax on rent, the corresponding documentary stamp taxes and Value Added Tax (VAT), if any, on the lease.

7. **CONDUCT OF BUSINESS OR ACTIVITIES ON THE PROPERTY** – The activities of the LESSEE on the Property is subject to any rules, regulations, and other ordinances of the local and national government, including permits and licenses now existing or may hereafter be adopted and all rules and regulation imposed or to be imposed by the LESSOR, regarding the use and occupancy of the Property and the operation of its business or activities.

The LESSEE shall [a] guarantee the faithful compliance with all government laws, rules, and regulations with respect to the conduct of its business or activities in the Property, including all environmental, safety, and other applicable legal and regulatory requirements and [b] meet all relevant industry standards applicable to such business or activity.

The LESSEE renders the LESSOR free and harmless from any and all responsibilities arising from the loss or damage to Property or injury to persons that occurred within the confines of the leased Property for any cause other than and except when due to the fault or negligence of the LESSOR or its representatives. The LESSEE agrees to fully indemnify the LESSOR for and against, any and all claims, liabilities, and losses in case the LESSEE willfully and/or negligently violates any of said laws, rules or regulations.

8. **SIGNAGES AND OTHER ADVERTISING MEDIA** - For purposes of uniformity and authenticity, the LESSEE shall put up and maintain at its own expense the required business signs, the size of which shall be duly submitted to the LESSOR for approval.

The LESSEE shall not affix, hang, inscribe or paint any notice, sign, streamer and other advertising media within or outside the Property without the prior written approval of the LESSOR.

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9. **PARKING AND OTHER JOINT USE AREAS** – The LESSOR hereby grants the LESSEE a non-exclusive privilege to use the parking areas and other portions of the NGAC dedicated to common use. The right to use said spaces by the LESSEE, its employees and clients or customers is not an integral part of the Property and it may be restricted or regulated by the LESSOR at its own discretion.
10. **ASSIGNMENT, SUBLEASE, OR TRANSFER OF INTEREST**- The LESSEE shall not, without the prior written consent of the LESSOR, (a) sublease the Property or any portion thereof, (b) transfer or assign its rights under this Contract to another, or (c) encumber its rights under this Contract in whole or in part, or (d) confer on anyone any interest it may have hereto, or (e) mortgage, encumber or create any security interest in and to the leasehold rights granted hereunder to the LESSEE, or (f) enter directly or indirectly into any contract or agreement with any third person/s, association/s or corporation/s in joint venture, partnership or corporation, business of any kind whatsoever, whereby said third party will be allowed to occupy and transact business in the Property under any capacity or guise whatsoever, and that any such contract or agreement made in violation of this paragraph shall be void as regards the LESSOR and shall entitle the LESSOR to exercise its rights to pre-terminate this Contract. The LESSEE hereby declares and acknowledges that it possesses no goodwill, patronage or incentive rights over the Property and that such rights exclusively belong to the LESSOR and are inherent in the Property, and as such, the LESSEE has no right to sell, transfer, assign, encumber, or mortgage such goodwill to another person, without the prior written consent of the LESSOR.
11. **INSURANCE** – The LESSEE, at its sole expense, shall adequately obtain a comprehensive general liability insurance or other insurance applicable or as may be required by law for the business or activities conducted within the Property with a reputable insurance company duly registered with the Insurance Commission during the term of this Contract of Lease.

The LESSEE renders the LESSOR free and harmless, and shall defend the LESSOR against and agrees to fully indemnify the LESSOR for and against, any and all claims and losses not otherwise covered by insurance requested by the LESSOR, but for which the LESSEE has failed to secure the requested insurance cover.

12. **DAMAGE TO OR DESTRUCTION OF PROPERTY** –In the event of damage or destruction of the Property, partial or whole and whether or not the cause of the same is covered by any insurance, the LESSEE, at its own expense, may repair, restore or reconstruct or cause to be repaired, restored or reconstructed said damage or destruction, unless the cause of the damage or destruction to the leased Property is due to fortuitous events, fault or negligence of the LESSOR or its representatives.

If the LESSEE unjustifiably fails to repair, restore or reconstruct the Property within one year or such period agreed upon by the Parties, then the LESSEE may be deemed to have abandoned the Property.

13. **RULES AND REGULATIONS** - The LESSEE warrants and undertakes that it will [a] comply with any and all reasonable rules and safety regulations necessary and incidental for the conduct of its business or activities inside the Property, including all environmental, safety and other applicable legal and regulatory requirements and [b] meet all relevant industry standards applicable to such business or activity, as well as all the rules, regulations and other ordinances of the local and national government, including permits and licenses now existing or may hereafter be adopted and all rules and regulation imposed or to be imposed by the LESSOR, regarding the use and occupancy of the Property and the operation of its business or activities.
14. **TAXES** - The LESSOR warrants that all taxes or government-imposed fees on the Property have already been fully paid upon the signing of this Contract of Lease.

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All realty taxes and assessments to be imposed on the land shall be for the exclusive account of the LESSOR. On the other hand, any assessments or taxes on the improvements introduced by the LESSEE on the Property shall be for the exclusive account of the LESSEE.

ARTICLE III
DEFAULT AND TERMINATION OF CONTRACT

1. GROUNDS FOR TERMINATION - Without need of judicial action, the LESSOR shall have the right to terminate or pre-terminate, as the case may be, this Contract on any of the following grounds:
 - a. Non-payment or failure on the part of the LESSEE to pay the monthly rent per Article I, Paragraph 4 of this contract, including but not limited to other obligations where payment of money is involved such as taxes, assessments, insurance premiums, reimbursements, fees and other costs as mentioned in this Contract. In such case, the LESSEE shall be given ten (10) days from the date of default within which to make the necessary payment before the LESSOR can exercise its right to recover against the LESSEE including the right to rescind or terminate this Contract;
 - b. If the LESSEE shall become insolvent or has filed any proceeding before any judicial or administrative body for insolvency or receivership;
 - c. Failure of the LESSEE to remedy or comply with any rules or guidelines including the terms and conditions of this Contract as imposed by the LESSOR within fifteen (15) days from the date of notice of any violation or non-compliance;
 - d. In the event the LESSEE abandoned/deserted the Property before the expiration of the lease, except due to force majeure or acts directly attributable to the LESSOR; and
 - e. Violation by the LESSEE of any material terms and conditions of this Contract.
2. CONSEQUENCE OF TERMINATION OR PRETERMINATION - In the event that LESSOR opts to terminate or pre-terminate, as the case may be, this Contract of Lease on the basis of the grounds provided in the preceding paragraph and such other grounds as provided under this Contract, the LESSEE hereby agrees to the following consequences:
 - a. Promptly surrender the Property to the LESSOR in as good condition as reasonable wear and tear will permit, and free from any tenant, squatter, or encumbrances.
 - b. Vacate the Property and turn over all keys to the LESSOR and its representative;
 - c. Settle all its financial accountabilities with the respective utility companies and all costs which will be solely borne by and for the account of the LESSEE.

The Parties hereby understood that any termination of this Contract and its consequences, however, shall not affect the right of either party to enforce its claims for amounts validly accrued or earned before termination including LESSOR's right to claim damages.

3. ADDITIONAL REMEDIES - LESSEE, by these presents, hereby authorizes and appoints the LESSOR and its authorized representative as its/his attorney-in-fact with the following powers and rights to:

- a. Open, break open, enter, padlock, secure, enclose or fence the Property, and/or cause the cutting-off of the supply of the public utilities and services to the Property, or otherwise take full and complete physical possession and control of the Property and lock-out or prevent LESSEE or any of its officers, employees, guests, agents, customers or business associates from entering the Property, unless all accounts or obligations in favor of LESSOR are settled in full and complied with as the case may be;
- b. Assume and take control and possession of all movable alterations, additions, improvements or installations placed in or on the Property;
- c. Take an inventory of the equipment, furniture, articles or merchandise found or located in the Property which may be removed therefrom, place any of the same in storage and charge LESSEE the corresponding storage fees therefore;
- d. In case LESSEE fails to settle in full any liability or obligations to LESSOR within thirty (30) days from the date LESSOR takes possession of the Property or of the LESSEE's personal properties, to dispose of said properties in a public sale and to apply the proceeds thereof to the payment of whatever liability and/or indebtedness LESSEE may owe LESSOR, including reasonable expenses incurred by LESSOR in removing such personal properties from the Property and to collect the deficiency, if any. The appointment of LESSOR as attorney-in-fact of the LESSEE under this provision shall be considered coupled with interest and is irrevocable.

The LESSOR shall provide written notice to the LESSEE, at least fifteen (15) days prior to the exercise of the above-listed powers and rights.

4. DAMAGES AND LIABILITY - The LESSOR shall not be responsible or liable in case of any accident or injury to the LESSEE, its officials, employees, visitors or goods, or to any persons or persons in or about the Property, unless such accident or injury shall be attributed to the fault or negligence of the LESSOR, its employee/s or agent/s.

The LESSEE shall defend, indemnify and hold the LESSOR free and harmless from any and all fines, suits, proceedings, claims, demands, liability or actions of any kind or nature in connection with the occupation or use of the said Property or any part thereof or the conduct of its business or activity in the Property or for any violation of the LESSEE of any laws, rules or regulations.

5. NON-LIABILITY - The LESSOR shall not be liable for any damage nor shall this Contract be affected, nor there any abatement in the payment of rent by reason of any failure of water supply, electrical current, or other service equipment unless such failure shall arise from the fault or negligence of the LESSOR or for any violation of the LESSEE of any laws, rules or regulations.

ARTICLE IV MISCELLANEOUS PROVISIONS

1. MUTUAL WARRANTIES - The LESSOR and LESSEE represent and warrant in favor of each other that:

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- a. Each has full power, authority and legal right to execute, deliver, and perform this contract and has taken all the necessary corporate actions to authorize the foregoing;
- b. This contract constitutes the legal, valid and binding obligations of the LESSOR or LESSEE, enforceable in accordance with its term; and
- c. The execution, delivery and performance of this contract do not and will not violate any provision of, or result in a breach of or constitute a default under any law, regulation or judgment, or violate any agreement binding upon either of them or any of their property.

The LESSEE further [a] warrants and undertakes that the Property shall, in all respects and at all times, comply with all environmental, safety, and other applicable legal and regulatory requirements and [b] meets all relevant industry standards applicable to such business or activity.

2. **FORCE MAJEURE** – Neither the LESSOR nor the LESSEE shall be responsible for any failure to fulfill any terms for this Contract if fulfillment has been delayed, hindered, interfered with, or prevented by any circumstances whatsoever which is not within the control of the parties, as the case may be.

Likewise, in the event of non-performance due to force majeure, acts of government, pandemic, war, revolt, and invasion, the parties shall not be held liable. The party claiming Force Majeure should notify the other party within seven (7) days from the time or date it first knew or ought to have known of the Force Majeure situation. A party shall cease to be relieved from liability by reason of Force Majeure upon cessation of the Force Majeure and only on such time that the parties shall resume the performance of their obligations under this Agreement.

Partial damage to the Property or any portion thereof, brought about by such unforeseen causes or calamities shall not free and condone the LESSEE from paying rent, but the same shall be reduced in proportion to the damaged portion during the period that the Property are being repaired and the LESSEE is deprived of the actual use of such portion, the rent to be mutually agreed upon by the parties. In the event the parties could not agree on the consideration, the Lease Contract shall be deemed terminated. Any and unused advance rent shall be returned to the LESSEE.

The LESSEE shall remain liable for the payment of the unpaid utility bills such as water, electricity, telephone, damage on the subleased property, and the like.

However, if the Property be severely damaged thereby making it untenable, without fault or neglect of either party, the LESSEE shall not be liable to pay any rent and upon mutual agreement of the parties, the parties may agree for the mutual termination of this Contract.

3. **CONFIDENTIALITY** - The LESSOR and the LESSEE and their respective officers, employees and agents shall hold in strictest confidence, the existence of and contents of this Contract, any confidential information received by or made known to it by each other as a result of this agreement especially those relating to their business, in whatever form and including without limitation the terms and conditions of this agreement, ideas, trade secrets, business plans, way of doing business, business results or prospects, marketing plans, financial information, customers or clients, and the sales and transactions made in connection with this agreement. The Parties shall not disclose all such confidential information to any unauthorized party, nor allow, permit or suffer, whether knowingly or otherwise, any third party to have access to any such information.

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4. NO PARTNERSHIP OR AGENCY - Nothing in this contract shall constitute or create a partnership, association, joint venture or any similar relationship between the parties and neither shall the LESSEE be considered, whether expressly or impliedly, an agent, attorney in fact, or employer of the LESSOR for any purpose whatsoever.
5. APPLICABLE LAW AND ARBITRATION - This Agreement shall be governed by, construed, and take effect in accordance with the laws of the Republic of the Philippines. The LESSOR and the LESSEE agree that any dispute or claim arising under or in connection with this Contract not settled by negotiation shall be finally resolved by arbitration in the Philippines in accordance with the Arbitration Rules of the Philippine Dispute Resolution Center Inc. ("PDRCI") for the time being in force, which rules are deemed to be incorporated by reference herein. The tribunal shall comprise one (1) arbitrator to be agreed between the PARTIES and if not so agreed, to be appointed by the PDRCI.
 - a. The place of arbitration shall be in _____, at the option of the complaining PARTY.
 - b. The language of the arbitration shall be English.
 - c. The award of the arbitrator duly appointed in accordance to said rules shall be final and binding to both PARTIES.

Nothing from this Clause shall be construed as to prohibit either PARTY to petition for or file provisional remedies or similar remedies or any other action before a regular court to immediately protect a PARTY's interest. Such a petition or action may be filed before the proper courts in Taguig City, Philippines, to the exclusion of all other venues.

6. SEPARABILITY CLAUSE - Invalidation of any one of the terms, conditions, restrictions or other provisions contained herein by judgment or court order shall in no way affect any of the other terms, conditions, restrictions or provisions hereof, and the same remain in full force and effect.
7. CONTRACT MODIFICATION - No modification or alteration of this Contract shall be considered as having been made unless executed in writing and duly signed by the parties hereto. If any part thereof be declared null and void by competent authority, the other part not affected shall thereby remain valid and binding between the parties.
8. ASSIGNMENT - This Contract shall not be assigned or transferred by either party, directly or indirectly, without the other party's previous consent in writing.
9. WAIVER AND NOVATION - No waiver by the parties, or failure to pay by the parties to require performance by one against the other of any of the terms of this Agreement or other forbearance or indulgence granted as shown to each other shall release, discharge, or in any manner affect or prejudice the right of either party at any subsequent time to require strict and full performance by one against the other of any or all of its obligations herein.
10. NOTICES - Except as may otherwise be specifically provided, all notices to be given hereunder to the LESSOR or the LESSEE shall be given at its place of business as stated in this Agreement.
11. ENTIRE CONTRACT AGREEMENT - It is hereby understood that all the terms, stipulations, conditions, covenants and provisions contained in this instrument constitute the entire agreement between the parties, and is deemed to exclude any and all representations, promises, commitments made by the parties, verbal or otherwise prior to the execution hereof. It is therefore, expressly agreed that the

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parties or their duly authorized representative(s) shall not be bound by any representations, promises and commitments not contained or expressly provided to this Contract.

IN WITNESS WHEREOF, the parties hereunto set their hands at the place first above written on this _____ day of August 2024.

**NEW CLARK GOVERNMENT
CENTER CORP (NCGCC)**

**BASES CONVERSION AND DEVELOPMENT
AUTHORITY**

By:

By:

**RADM MIGUEL JOSE S.
RODRIGUEZ (RETIRED)**
Authorized Representative

ATTY. GISELA Z. KALALO
Executive Vice President

Witnesses:

Alan S. Yu
R.E. Broker
PRC Lic. 19059

[NAME OF WITNESS]

[NAME OF WITNESS]

Republic of the Philippines)

City of **Taguig City** S.S.

ACKNOWLEDGMENT

BEFORE ME, A Notary Public, for and in the City of _____, this _____ day of **AUG 19 2024**, personally appeared the following:

NAME	Identification Documents	Date / Place of Issue
ATTY. GISELA Z. KALALO	[REDACTED]	[REDACTED]
RADM MIGUEL JOSE S. RODRIGUEZ (RETIRED)	[REDACTED]	[REDACTED]

They are known to me to be the same persons who executed the foregoing agreement and they acknowledge to me that the signatures they affixed confirm their own free acts and entities they represent.

SIGNED AND SEALED at the place and on the date stated above.

NOTARY PUBLIC

ATTY. MARICEL C. CORONACION-SANTOS
NOTARY PUBLIC FOR AND IN TAGUIG CITY
NOTARIAL COMMISSION UNTIL DECEMBER 31, 2025
ROLL OF ATTORNEYS NO. 63834
IBF NO. 823786 / 1-16-2024 / RIZAL
PTR NO. 6088620 / 1-16-2024 / TAGUIG CITY
MCLE COMPLIANCE NO. VIII-0004912 / 11-20-2023

Doc. No. **510** ;
Page No. **103** ;
Book No. **4** ;
Series of 2024.

CERTIFIED TRUE COPY

RAUL G. BUENSALIDA
Chief Administrative Officer
BCDA Records Office

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