

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This Contract of Lease is hereby made and executed this 23rd day of November 2023, in Makati City, Metro Manila by and between:

RAYA REGENERATIVE AND PREVENTIVE INC., a corporation organized and existing under Philippines law with principal address at **Unit 2504 Centuria Medical Makati, Poblacion, Makati City, Philippines, 1210** represented by **QUINCY RAYA, M.D.** hereinafter referred to as the "LESSOR";

-and-

DEPARTMENT OF TOURISM – NATIONAL CAPITAL REGION, a government agency with principal address at New DOT Building, Jupiter Street, Barangay Bel-Air, Makati City, represented by **SHARLENE ZABALA-BATIN**, and hereinafter referred to as the "LESSEE";

Individually, a Party, and collectively, the Parties.

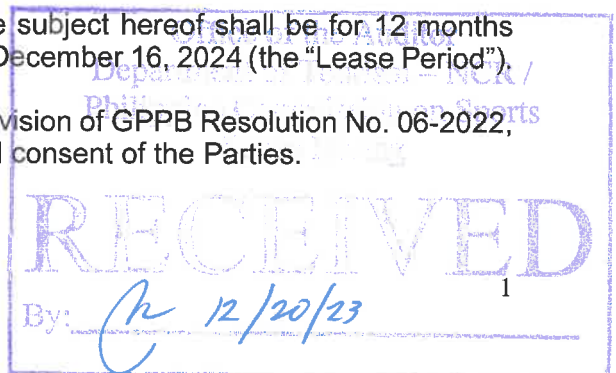
WITNESSETH THAT:

WHEREAS, the LESSOR is the registered tenant of the lot and owner of the commercial building located at 7840 Makati Avenue, Poblacion, Makati City, hereinafter referred to as the LEASED PREMISES;

WHEREAS, the LESSOR desires to lease unto the LESSEE an office space at the said Leased Premises, including four (4) parking slots at an adjacent parking space;

NOW, THEREFORE, for and in consideration of the foregoing premises and the mutual conditions, covenants and stipulations set forth hereinafter, the parties hereto have agreed and hereby agree as follows:

- 1. SUBJECT MATTER.** The subject matter of this Contract of Lease (the "Contract") shall be the floor space of a building municipally known as 7840 Makati Avenue, Barangay Poblacion, City of Makati, registered at the Philippines' Land Registration Authority (LRA) registry of deeds. Included in this Contract are four (4) parking slots at an adjacent parking space.
- 2. CONTRACT PRICE/RENTAL RATE.** The monthly rental for the Leased Premises shall be **Four Hundred Sixty Thousand Pesos (Php 460,000.00)** or the whole term of lease totaling **Five Million Five Hundred Twenty Thousand Pesos (Php 5,520,000)** for twelve (12) months, inclusive of applicable taxes.
- 3. ADVANCE PAYMENT.** Upon signing of this Contract of Lease, the LESSEE shall give five months advance rent or **Two Million Three Hundred Thousand Pesos Only (Php 2,300,000.00)**, inclusive of taxes.
- 4. TERM OF LEASE.** The term of the lease subject hereof shall be for 12 months commencing on December 16, 2023 until December 16, 2024 (the "Lease Period").
- 5. RENEWAL OF LEASE.** Subject to the provision of GPPB Resolution No. 06-2022, the contract may be renewed upon mutual consent of the Parties.



It is hereby expressly understood that if, upon the expiration of the term of this Contract as herein above provided, the parties have not yet agreed on the renewal thereof, or that the LESSEE has failed to give notice of intention to renew, the LESSEE shall vacate the premises by December 15, 2024.

6. PRE-TERMINATION.

The Lessee may terminate this Contract prior to its expiration due to valid causes such as cessation of operations by the Lessee, occurrence of force majeure, when the Lessor fails to undertake the necessary repairs in the Leased Premises which poses danger to the Lessee, when the Leased Premises is untenable, and other similar instances, without the fault of the Lessee. Provided, that the Lessee notifies the Lessor in writing at least two (2) months in advance.

However, should the LESSEE pre-terminate this Contract prior to the expiration of the Lease Period, without any valid reason as stated above, LESSEE shall be liable to pay the LESSOR the rental fees and other charges for the unexpired portion of the lease term, in addition to the forfeiture of the Security Deposit and any unused Advance Rent.

7. **SECURITY DEPOSIT.** Upon signing of this Contract, the LESSEE shall give a security deposit in the amount of **Three Hundred Ninety Thousand Pesos (Php 390,000.00)** to serve as guarantee for the faithful compliance by the LESSEE of its obligations under this Contract. Further, such deposit shall not earn interest nor be applied as rental or as payment of any other obligation of the LESSEE except as herein otherwise provided. It shall be returned to the LESSEE one month after the termination of this Contract but only after deducting therefrom all outstanding obligations of the LESSEE such as satisfactory repair or replacement of any damaged part of the leased premises as assessed by the LESSOR, including but not limited to furniture, appliances, walls and plumbing; submission of all official receipts of payment for public utilities or services availed of in the premises until the same is actually vacated; return or surrender of all keys used in the premises; and only after actual, complete and effective surrender of possession of the leased premises to the LESSOR. In addition to the other remedies granted to the LESSOR by law and by this Contract, this deposit shall be automatically forfeited in favor of the LESSOR as liquidated damages in case of pre-termination of this Contract by the LESSEE, without any valid reason, or in case of violation by the LESSEE of any of the terms and conditions hereof.

8. **USE OF THE LEASED PREMISES.** The leased premises shall be exclusively used by the LESSEE as non-commercial office space.

9. **QUIET ENJOYMENT.** The Lessor shall not interfere with Lessee's peaceful use and enjoyment of the Leased Property. In case of any dispute relating to the validity, interpretation, enforceability or performance under the Lease Agreement, the Parties shall endeavor to consult each other in good faith and exhaust all available remedies to settle the dispute.

10. **ACQUISITION OF PERMITS.** Should there be permits necessary for the occupancy and use of the Leased Premises, the application/acquisition of the same shall be the responsibility of the Lessor.

11. **WARRANTY.** The Lessor hereby warrants the peaceful possessions, use and enjoyment by the Lessee of the Leased Premises. The Lessor except as herein provided shall not do any act which may, in any matter, interfere with such peaceful possession, use and enjoyment. However, any disturbance or discontinuance of the peaceful, use or enjoyment of the Leased Premises due to the fault of the

Lessor shall refund to the Lessee the Security Deposit deducting any damages as allowed under Contract without need for further demand.

The Lessor shall immediately advise the Lessee of any action/event relating to government orders that may result to the disturbance of the peaceful possession, use or enjoyment of the Leased Premises by the Lessee such as but not limited to any foreclosure orders on the Leased Premises.

The Lessor shall warrant their right of ownership and the possession over the Leased Premises. In case of lawsuit or court action affecting the rights of the Lessor or Lessee under this Contract, the Lessor shall immediately advise the Lessee and shall undertake to prosecute and defend their rights over the Leased Premises. Lessor agrees to indemnify and hold harmless the Lessee, its employees and assigns against any and all claims, demands, causes of action, costs and expenses of every kind and nature arising from claims of ownership or possession over the Property.

12. UTILITIES AND DUES. All bills and accounts for utilities, as well as maintenance dues and services availed of in the Leased Premises shall be paid by the LESSEE directly to the respective companies or persons concerned. In the event that the LESSOR is constrained to settle any of such bills or accounts, the LESSEE shall reimburse to the LESSOR the amount paid, plus two (2%) percent interest per month from the date of payment until actual reimbursement.

13. MAINTENANCE AND ORDINARY REPAIRS. The LESSEE acknowledges to have received the premises in good and satisfactory condition and well-suited for the purpose intended. All minor repairs, maintenance, replacements and upkeep of the premises as well as the painting of the internal and/or the external walls of the leased premises as a consequence of ordinary wear and tear, shall be for the sole and exclusive account and responsibility of the LESSEE who is granted full power and authority to proceed against third persons responsible in case of theft, robbery, vandalism and the like. The LESSEE shall be exclusively responsible for any clogged plumbing or sewerage or for any damage or injury that may be caused to the leased premises.

14. NECESSARY REPAIRS. In case of necessity of major repairs, such as roof leakage, which are not caused by the LESSEE or by persons who gain access to the leased premises, the LESSOR shall provide the necessary repairs as may be requested by written and immediate notice by the LESSEE. The LESSOR shall not be liable for any death, injury or annoyance arising from the necessity of repairing the leased premises or any portion thereof; or for discontinuance of possession due to causes beyond the control of the LESSOR.

15. DAMAGE TO PROPERTY. If the Leased Premises or any part thereof, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of its employees or assigns, there shall be an abatement of rent corresponding with the time during which and the extent to which, the Leased Premises is untenable. If LESSOR shall decide not to build or repair, the term of this Contract shall end and the Rental Fee shall be pro-rated up to the time of the damage.


If the Leased Premises or any part thereof, shall be partially damaged by fire; water damage/flooding; vandalism of building's exterior and interior; or failure to immediately report to LESSOR any necessary repairs as defined in the previous clause; which is due to negligence of LESSEE's employees, guests and affiliates, LESSEE will repair any damage to the Leased Premises.

- 16. ALTERATIONS, ADDITIONS, IMPROVEMENTS, ETC.** The LESSEE shall not introduce or make any improvement, alteration, addition and/or change in the leased premises without the prior express written consent of the LESSOR. In any event, whether consent was given or not, all improvements so made shall automatically and unconditionally become the LESSOR's property upon the termination of this Contract without the necessity of paying or reimbursing the LESSEE for the cost thereof, and without prejudice to the rights of the LESSOR to hold the LESSEE liable for damages should the alteration, addition or improvement be done without the prior written consent of the LESSOR. However, the LESSEE may take out ornamental and movable improvements if the leased premises will not be damaged thereby, without prejudice to the LESSOR's right of retention with full payment/settlement of the LESSEE's obligations under this Contract. It is understood however that should the LESSOR elect to remove the improvement(s) introduced on the leased premises by the LESSEE, expenses for such removal shall be for the account of the LESSEE.
- 17. SIGNS, ADVERTISEMENTS, ETC.** The LESSEE shall be allowed to affix, inscribe, or paint any notice, sign or any advertising medium on any part of the building upon written permission from the LESSOR.
- 18. PROHIBITIONS.** The LESSEE is expressly prohibited from subleasing the leased premises or any portion thereof. The LESSEE is further prohibited from assigning or transferring rights over the leased premises. Neither is the LESSEE allowed to change the use or purpose of the leased premises as herein stipulated without the prior express written consent of the LESSOR, nor shall the LESSEE keep within, or near, the leased premises pigs, dogs, poultry and other animals, as well as combustible or explosive materials and such other similar things as would expose the premises to the risk of fire.
- 19. RULES AND REGULATIONS.** The LESSEE and all other occupants of the leased premises shall comply with all the rules and regulations which may be promulgated from time to time by the LESSOR or the administrator/s of the building as well as those prescribed by law or ordinance or by the duly constituted authorities. Non-compliance with such rules and regulations shall constitute a violation of this Contract.
- 20. INSPECTION.** The LESSOR or its authorized agents shall, after reasonable prior notice to the LESSEE, have the right to enter the leased premises at any time during reasonable hours of the day to examine the same or make repairs, or for any purpose which it may deem necessary for the operation and maintenance of the leased premises, or to exhibit the same to prospective lessees. In such instances, the LESSEE is given the right to have its representative present.
- 21. FREE AND HARMLESS.** The Party shall hold the other Party free and harmless from, and hereby binds and obligates itself to indemnify the injured Party for any and all liabilities, losses, damages, and injuries, including death, claims, demands, suits, proceedings, judgments, awards, fines, penalties and all expenses, legal or otherwise of whatever kind or nature arising from and by reason of this Contract, due to the fault, negligence, act, act omission, delays, conduct, breach of trust, or non-observance or violation of this Contract, or any of its stipulation and warranties by the erring Party and/or any of its employees, agents, representatives, or sub-contractors.
- 22. DISPUTE RESOLUTION.** If any dispute shall arise between the Parties in connection with this Contract, the Parties shall make every effort to resolve such dispute amicably. Should such dispute not be resolved, the same will be referred for arbitration in accordance with RA No. 876 or the Arbitration Law and RA No. 9285 or the Alternative Dispute Resolution Act of 2004. If the dispute is not

resolved, the LESSOR may cancel or rescind the contract, in addition to the forfeiture of deposit, without incurring any civil or criminal liability whatsoever:

- 23. INTERPRETATION.** Only written modifications and/or amendments hereto, duly subscribed by the parties, as well as only written notices and complaints of the LESSEE, duly served upon the LESSOR at the address appearing herein, shall, when proper, be binding on the LESSOR and shall constitute valid and enforceable claims, defenses, counterclaims or the like against the LESSOR. Any failure or successive failures of the LESSOR to insist upon a strict performance of or compliance with any of the terms and conditions of this Contract by the LESSEE whenever there is a breach thereof, or any act of tolerance on the part of the LESSOR over its rights hereunder as against the LESSEE shall not be construed as relinquishment, waiver, novation or estoppel of LESSOR's rights and interests under this Contract. The reliefs, remedies and damages granted to the LESSOR under this Contract shall be deemed cumulative to those granted to it under the law
- 24. NON-WAIVER.** – The failure of the LESSOR to insist upon the strict compliance by the LESSEE to the terms, covenants and conditions of this contract shall not be deemed as relinquishment or waiver of any right or remedy that the LESSOR may have, nor shall it be construed as a waiver or any subsequent breach or default of the terms and conditions hereby, which terms, covenants and conditions shall continue to be in full force and effect. No waiver by the LESSOR is deemed to have been made unless the same is expressed in writing, signed by the LESSOR and duly notarized.
- 25. VENUE OF ACTION.** – The parties understand and agree that all legal actions that may be brought on or by virtue of this contract shall be in the appropriate court of law of competent jurisdiction in Makati City, Metro Manila to the exclusions of all other venues.
- 26. SEPARABILITY CLAUSE.** - The parties hereto understand and agree that should a court of competent jurisdiction declares with finality any provision of this contract to be null and void, the remaining provisions shall remain and continue to be valid and binding on the parties.

IN WITNESS WHEREOF, the parties have hereunto affixed their respective signatures at the place and on the date first above written.


QUINCY RAYA, M.D.
LESSOR


SHARLENE ZABALA-BATIN
LESSEE

Signed in the presence of:


ROGER MICHAEL ABADA
Raya Regenerative and Preventive, Inc.


VICTORIA MARGARITA V. PAJE
Department of Tourism - NCR

FUNDS AVAILABLE:


JOYLYN O. RICOHERMOZO
Chief, Accounting Division

GRA ty 2023, GMS
GMS- 23-00

Republic of the Philippines)
Makati City)S.S.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in Makati City, this 4th day of December, 2023, personally appeared the following:

Name	Government ID	Date Issued	Place Issued
Director Sharlene Zabala-Batin	DOT ID 170050	7 March 2022	Makati City
Dr. Quincy Raya	<i>P# P7976135A</i>		

known to me and to me known to be the same persons who executed the foregoing instrument, and acknowledged to me that the same is their free act and voluntary deed and of the corporations they respectively represent.

This instrument is a Contract of Lease which consists of 7 pages, including this page on which this acknowledgment is written, signed by the parties and their witnesses on each and every page thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at the place and on the date first above written.

NOTARY PUBLIC

Doc. No. 11 ;
Page No. 3 ;
Book No. IV ;
Series of 2023.

[Signature]
ATTY. AUDELLE H. ZAMORA
Notary Public
Until December 31, 2023
Penthouse Legal Affairs Service, DOT Bldg.
PTR No. 9569460/ 01-09-2023/ Makati City
IBP Lifetime Member # 04646/ Makati City
Roll # 44115/ MCLE # VIII-0002095