

# CONTRACT OF LEASE OF OFFICE SPACE (HEAD OFFICE [LOT 2])

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between:

**PHILIPPINE HEALTH INSURANCE CORPORATION**, a government owned and controlled corporation created and existing by virtue of R.A. 7875 with office address at 17th Floor, City State Center Building, 709 Shaw Blvd., Brgy. Oranbo, Pasig City, represented herein by its President and Chief Executive Officer, **ALEXANDER A. PADILLA**, hereinafter referred to as the "**LESSEE**";

-and-

**COLUMBIA ESTATE PROPERTIES, INCORPORATED**, a private corporation duly registered, organized and existing under the laws of the Republic of the Philippines, with office address at Suite 171-172, 17<sup>th</sup> Floor Columbia Tower, Ortigas Avenue, Mandaluyong City represented herein by its President, **CHENG HAY S. CO**, hereinafter referred to as the "**LESSOR**".

**WITNESSETH, That:**

**WHEREAS**, the **LESSOR** is the true and lawful owner of certain floors of the CITYSTATE CENTRE more particularly described as follows, to wit:

Unit 709, 8<sup>th</sup>, 12<sup>th</sup>, 14<sup>th</sup>, 17<sup>th</sup> and 18<sup>th</sup> Floors of the **CITYSTATE CENTRE** located at #709 Shaw Blvd., Oranbo, Pasig City with an aggregate net usable floor area of **SIX THOUSAND FIVE HUNDRED EIGHTY-EIGHT SQUARE METERS** (6,588sq.m.) more or less and exclusive use of parking slots equitable to the number of occupied units, herein after referred to as "**LEASED PREMISES**."

**WHEREAS**, the **LESSEE** desires to lease the above-mentioned **LEASED PREMISES** for its corporate headquarters and the **LESSOR** is willing to offer the same to the **LESSEE**;

**WHEREAS**, the subject procurement of the '**LEASED PREMISES**' was recommended by the BAC-GS through 'Negotiated Procurement' pursuant to BAC-GS Resolution No. 085, s. 2013 dated March 21, 2013;

**WHEREAS**, an Invitation to Bid was published on December 28, 2012, through PhilGEPS and PhilHealth Website;

**WHEREAS**, in the said negotiation, the **LESSEE** declared the **LESSOR** as post-qualified and the bidder with the Single Calculated and Responsive Bid;

**WHEREAS**, the award of the contract to the **LESSOR** was accordingly recommended by the BAC-GS through BAC-GS Resolution No. 085, s. 2013 dated March 21, 2013;

WHEREAS, the LESSOR has agreed to provide the requirements under the terms and conditions set in the PhilHealth General Conditions, submitted Bid Proposal (Financial) and this contract;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto have agreed as they hereby agree to be bound under the following terms and conditions:

ARTICLE 1  
DUTIES AND RESPONSIBILITIES OF THE LESSOR

1.1. Specifications

To provide one (1) lot rentable office space with an area of Six Thousand Five Hundred Eighty-Eight square meters (6,588 sq.m.) to house the following offices:

OFFICES	ROOM NO.	NO. OF SQ.M.
Day Care	709	98
FFEID	802,811	249
PHICEA PX Mart	809	98
Operations Audit Department	901,903	258
Standards and Monitoring Department	904	89
Financial Audit Department	907	160
IT Audit	1203	98
*PRO NCR South Branch	1201,1202 1204-1212	1,339
Corporate Planning Department	1401,1412	258
HRD Training Room	1402	160
Call Center	1403	98
Information Technology Management Dept.	1404,1406-1410	714
Task Force-Health Informatics	1405	118
Risk Management Department	1411	89
International & Local Engagement Dept.	1701	160
Arbitration Department	1702	160
OVP – IAG	1703	98
Corporate Communication Department	1704,1705	207
Boardroom	1706	98
Office of the President	1707	160
Office of the VP & COO	1708	160
Office of the Chairman of the Board	1709	98
Office of the Corporate Secretary	1710,1711	198
Office of the Group VP – Corplan & OSD0	1712	98
OSVP-MSS	1801	130
OSVP-CIO	1802	130
Internal Legal Department	1803,1811	189
Commission on Audit	1804,1806,1809	289
Information Security Department	1805	118
Protest & Appeals Department	1807,1810	239
OSVP-Adviser for EVP/COO	1808	130
Arbitration Department	1812	100
TOTAL		6588 sq.m.

The LESSEE may alter or change the offices that will occupy the LEASED PREMISES without need of prior approval from the LESSOR.

1.2. Parking Requirement

Provide at least sixty two (62) parking spaces, to be occupied by the **LESSEE's** Officers and employees.

1.3. Building Equipment and Facilities

- Elevator facilities : Provide a minimum of four (4) elevators
- Fire Protection such as water sprinklers and smoke detectors and fire alarm system;
- Fire exits;
- Back-up generator;
- Individual centralized package cooling system in every room/office;
- Common Toilets at every floor
- Sub-metering for electrical and water supply;
- Toilet and pantry for each room/office;
- The office spaces must have a height from floor to ceiling of at least 2.4 meters;
- Communication tower; and
- Internet cable ready.

1.4. Other Requirement

Provide pest and rodent control on all areas occupied by the **LESSEE** at least once a month and make available the following goods and services to the **LESSEE** at no extra cost.

1.5. Utilities

Each unit has its own water and electric meter. The **LESSEE** shall pay for the water and electric consumption registered on the meters pertaining to the **LEASED PREMISES**. The **LESSOR** shall also provide the following:

- **Stand-by Generator Sets** – **LESSOR** shall, at its own expense, set aside 125 KVA of its 750 KVA generator sets for one hundred percent (100%) power back-up of the **LESSEE's** computer center on a twenty-four hour (24-hrs.) operations, located at the 14<sup>th</sup> floor. In addition, **LESSOR** shall provide seventy six (76) and thirty (30) convenience outlets per floor.
- **Mailing Center** – **LESSOR** shall, at its own expense, provide a 1.50 M x 1.00 M x 2.00 M mailbox made of wood at the mailing center located at the ground floor of the building in favor of the **LESSEE**, the use of which shall be free of charge.
- **Canteen** – the **LESSOR** shall provide a parking space free of charge located at the back ground floor of the building in favor of the **LESSEE** in lieu of the forty six square meters (46 sq.m.) area previously agreed for its Union's Cooperative Canteen.
- **Driver's Lounge** – the **LESSOR** shall provide a space at the second basement of the building as driver's lounge in favor of the **LESSEE** free of charge. Costs for any improvement shall be shouldered by the **LESSEE**.
- **Telephone Facilities and other Utilities** – the phone facilities like lines and cables are provided for in the building by the **LESSOR**. Telephone applications, the telephone numbers, and the expense for all other particular on the telephone shall be for the sole account of the **LESSEE**. The **LESSEE** shall see to it that payments of all the utilities availed of are paid within a reasonable period.
- **Air-conditioning System** – the **LEASED PREMISES** are provided with a centralized ventilation air-conditioning system at the sole account and expense of the **LESSOR** in favor of the **LESSEE**. It is understood that the **LESSOR** shall endeavor to have the air-conditioning unit maintained at all times and upon notice of

Alexander A. Padilla

Cheng Hay S. Co

Edgar J. Asuncion

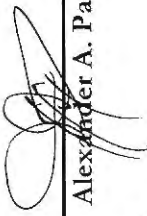
Mario S. Matanguihan


Hannah Lorraine A. Dalisay

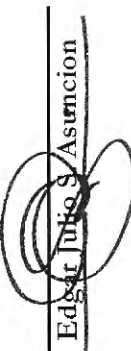
Witness for the Lessor


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failure, shall immediately repair the air-conditioning system. General cleaning and monthly maintenance of the air-conditioning unit shall be for the sole account of the LESSEE. Major repairs or repairs for the said unit shall be for the account of the LESSOR.

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Hannah Lorraine A. Dalisay
- 1.6. Other than those responsibilities which the LESSOR shall be charged with, it is understood that the LESSOR shall see to it that the LEASED PREMISES are maintained in tenantable condition and shall undertake the expenses for the general administration of the building, the upkeep and repair of the facilities and utilities if the same are required and occasioned by ordinary wear and tear. Any damage or injury caused these facilities by the LESSEE or any other personnel, agent or representative shall be repaired and restored by the LESSEE and for its account, without prejudice to other legal remedies available to the latter.

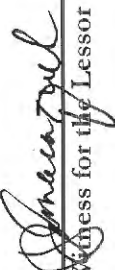
The CityState Centre Condominium Corporation shall be responsible in providing security for the building. The LESSOR shall not be responsible for any theft or robbery that may occur within the LEASED PREMISES or for any forcible entry into the LEASED PREMISES by robbers, except if such loss or damage is due to the LESSOR's employees, agents or representatives' negligence or fault. Provided, that the LESSOR shall assist in the recovery and/or reparation of such loss or losses and damage or injury from those prosecuted for such crimes. Provided, further that the LESSEE shall have the right to provide its own security personnel at its own expense to protect and guard its LEASED PREMISES, officers, employees, visitors and guests, and their property, valuables and belongings.

It is likewise understood that the LESSOR or LESSEE shall not be responsible for any damage or destruction to the LEASED PREMISES as occasioned by fire, concerted acts of man, natural calamities or act of God unless said party is guilty of delay, fraud or negligence, or in any manner contravening the tenor of this contract. In case the LEASED PREMISES are totally destroyed or are declared by proper authorities as unfit for occupancy, the LESSOR shall notify the LESSEE thereof and advise the LESSEE of the termination of the lease agreement.

- 1.7. **Restoration** – in the event of any damage or destruction caused by occurrence of any of the events enumerated above and the LEASED PREMISES can still be the subject for restoration, the LESSEE shall notify the LESSOR within fifteen (15) days after the damage has occurred of its intentions to either rescind this contract or continue with the lease with the condition that the rentals for the LEASED PREMISES shall be suspended for the meantime or reduced proportionately and shall be allowed to run again as soon as the restoration is completed by the LESSOR, at its own expense, and the LEASED PREMISES are ready to be occupied once again.

ARTICLE 2  
DUTIES AND RESPONSIBILITIES OF THE LESSEE

- 2.1. The total contract price for the lease of office space (Lot 2) is **ONE HUNDRED SIXTY MILLION EIGHT HUNDRED SEVENTY EIGHT THOUSAND NINE HUNDRED SIXTY PESOS (Php160,878,960.00)** for a period of five (5) years with the provision on the pre-termination of the contract after three (3) years or upon the completion of the construction of the PhilHealth Corporate Center after due notice from PhilHealth.

  
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**Rental Payments** – the parties herein agreed that the rental payment of the **LEASED PREMISES** shall be: **FOUR HUNDRED SEVEN PESOS (PhP407.00) per square meter, per month** inclusive of VAT and all government required fees and taxes payable within the first ten (10) days of the following month, at the office of the **LESSOR** without the necessity of demand. The rental payment includes the exclusive use of parking slots.

2.2. **Deposit Payments** – upon signing of this Contract of Lease, the **LESSEE** shall pay the **LESSOR** the sum of **EIGHT MILLION FORTY-THREE THOUSAND NINE HUNDRED FORTY-EIGHT PESOS ONLY (PhP8,043,948.00)**, representing three (3) months security deposit for the faithful compliance of the **LESSEE** of the covenants hereof. Said deposit shall answer for any unpaid bills for electricity, telephone and water or for any damages to the **LEASED PREMISES** at the end of the term of the lease, natural wear and tear excepted if any. This security deposit shall be returned by the **LESSOR** to the **LESSEE**, without necessity of demand, within **sixty (60) calendar days** from the date of the termination of this Contract, less unpaid bills and other bills pertaining to damages, if there be any, there being no renewal of the contract of lease entered into by the parties. Said deposit shall not earn nor accrue any interest.

2.3. **Association Dues** – the **LESSEE** shall pay, with respect to the **LEASED PREMISES**, the approximate rate of: **TWENTY EIGHT PESOS AND SIXTY CENTAVOS (PhP28.60) per square meter, per month** representing the Association Dues as required by the condominium association. Any increase in the association dues which shall be imposed by the condominium association shall be for the account of the **LESSEE**, upon due notice.

2.4. **Use of the Premises** – the **LEASED PREMISES** shall be used exclusively by the **LESSEE** for office purposes and shall not be converted to any other use without the prior written consent of the **LESSOR**.

Any violation of this condition shall give rise to the cancellation of the agreement without prejudice to the remedies available to the **LESSOR** and the corresponding right to claim for damages by the mere fact of the violation.

Cooking inside the premises is strictly prohibited. Provided, however, that an ordinary heating apparatus or contrivance for heating water (e.g., microwave ovens, coffee makers, etc.) are allowed; provided, further that the outlet used shall conform with the requirements of the authorities concerned.

2.5. **Alteration, Additions, Installation of Permanent Fixtures and Improvements** – the **LESSEE** shall not introduce any improvement or alteration in the **LEASED PREMISES** without prior notice to and written consent of the **LESSOR**. The restoration of the **LEASED PREMISES** to its original condition due to unauthorized improvement or alteration shall be at the expense of the **LESSEE**.

The installation of the additional electric, telephone and other utilities and/or facilities shall be with prior knowledge of the **LESSOR** and shall be for the account of the **LESSEE**, it being understood that the **LEASED PREMISES** have been provided with normal convenience to meet the minimum requirement for ordinary office space user.

No shade awnings, blinds or window guards shall be installed by the **LESSEE** outside of the area of the **LEASED PREMISES**. If such installations are necessary to enhance the comfort of the **LESSEE**, a written consent from the **LESSOR** shall be secured in order that the installation can be planned in a manner so as not to affect the aesthetic appearance of the building.

Alexander A. Padilla

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- 2.6. **Care of the LEASED PREMISES** – the **LESSEE** shall, at its expense maintain the **LEASED PREMISES** in clean and sanitary condition, free from noxious odors, disturbing noises, nuisances or any disturbances as shall affect the peace and quiet of the other occupants of the building nor in any manner, deface or injure any portion of the **LEASED PREMISES**. Ordinary painting or works of art may be hung within the walls of the building and the nail screws, attachments or abutment necessary for the same shall be removed prior to the expiration of this contract.

**LESSEE** shall provide itself with the necessary receptacles sufficient to contain wastes and paper refuse. A common garbage area shall be provided by the **LESSOR** for the use of all the occupants of the building.

No combustible and/or flammable, explosive materials, dynamites and/or harmful objects excluding normal office supplies shall be allowed entry into the building. Any violation of these prohibitions shall give rise to an action for the termination of this conduct without prejudice to any action for damages which the **LESSOR** may take by mere fact of the violation.

- 2.7. **Rules and Regulations** – the **LESSEE** shall secure on its own account all permits and licenses as may be required by the national, and/or city authorities in connection with its business. The **LESSEE** shall also indemnify and hold the **LESSOR** harmless from all actions, suits, damages and claims by whomsoever that may be brought or made by reason of non-observance or non-performance of **LESSEE** of its duties required by laws, ordinance, rules or regulations of the national and/or city government. The **LESSOR** reserves the right to make such rules and regulations as in the judgment of the **LESSOR** may, from time to time, be necessary for the safety and protection of the premises and its use, care sanitation, and for the purpose of good order among co-tenants.

- 2.8. **Transfer of Rights** – without the express written consent of the **LESSOR**, the **LESSEE** is prohibited from directly or indirectly sub-leasing, selling, assigning, transferring, conveying, mortgaging or in any manner disposing of or encumbering its right under this Contract, in whole or in part; and no right, or interest thereto shall be conferred or vested in any one other than the **LESSEE** personally, and the **LESSEE** shall not enter directly, or indirectly into any contract or agreement with any third party to occupy the **LEASED PREMISES** under any guise whatsoever, except if such is connected with its project or activity and that any such contract or agreement made in violation of this section shall be considered absolutely void *ab initio*.

- 2.9. **Delivery and Repairs** – The **LESSEE** hereby accepts delivery of the entire commercial premises in good and tenantable condition and the **LESSEE** shall keep it in good state of conservation undertaking to conduct ordinary and minor repairs at its own expense. The **LESSEE** will not indulge in any refusal, failure, reduction or suspension of any monthly rental payment by reason of or pursuant to its pending request for necessary repairs in the **LEASED PREMISES** during the term of this lease unless such repair renders the unit or part thereof unusable for a period of five (5) days or more, in which case the corresponding rental payment shall be reduced proportionately with the period of such repair and the area so affected. It is understood that in case there is need for the **LESSEE** to undertake any repair at his sole expense pursuant to this paragraph, the **LESSEE** shall not commence or proceed with any such repair work without the prior written consent of the **LESSOR**.



- 2.10. **LESSEE** may request in writing for an increase or decrease in office spaces under the same terms and conditions set forth in this Contract provided that the total amount in the increase of space will not exceed ten percent (10%) of the total contract price.
- 2.11. **LESSEE** will not pay any amount in excess of the agreed contract price except when there is amendment to order which causes an increase in the cost of service. Provided that, the adjustment shall be applied on a "no loss, no gain" basis.

**ARTICLE 3**  
**PAYMENT OF TAXES AND SUBMISSION OF CLEARANCE**

- 3.1. **LESSOR** shall pay its taxes in full and on time. Upon failure to do so, **LESSEE** has the authority to suspend payment of the provided services.
- 3.2. **LESSOR** shall, within the duration of the contract, present to the **LESSEE** an updated tax clearance from the Collection Enforcement Division, Bureau of Internal Revenue (BIR) National Office as well as a copy of its income and business tax returns duly stamped and received by BIR and duly validated with the tax payments made thereon.

**ARTICLE 4**  
**GENERAL PROVISIONS**

- 4.1. **LEASED PREMISES** excludes other portion of the building – the **LEASED PREMISES** delineation shall be considered strictly as the portion designated in this Contract and shall not include any other portion or portion of the building, except the parking areas designated and leased by the **LESSEE**. Provided, however, that the **LESSEE** shall have the exclusive rights and privileges to the use and utilization of the common areas such as lobbies and comfort rooms located at the **LEASED PREMISES**.
- 4.2. **Other Rights and Privileges of the LESSEE** – the **LESSEE** shall have the right and privileges to issue its own internal rules, procedures and regulations to govern the conduct of its business activities and operations towards its clients and the general public, in accordance with applicable rules and regulations issued by government authorities governing a government owned and controlled corporation and other government entities and in accordance with its charter and its implementing rules and regulations and such policies as may be issued by its Board of Directors.
- 4.3. **Non-Waiver** – The failure of any of the parties herein to insist upon the strict observance and/or performance by the other of the terms and conditions herein expressed shall not be considered as a waiver of the same it being understood that any waiver to be valid and effective shall be made in writing and signed by the concerned party or its duly authorized representative.
- 4.4. **Inspection of the Premises** – the **LESSOR** or any of its duly authorized representative or the duly designated Administrator shall be allowed entry to the **LEASED PREMISES** at reasonable hours of the day for the purpose of assessing repairs, alteration or maintenance work to be done in or about the premises or for its general up-keep. The **LESSEE** shall enable the **LESSOR's** duly authorized handymen or repairmen to gain entry into the

premises and if such repair and maintenance work necessities immediate completion, the LESSEE shall allow the work to be done even after office hours and this permission shall be treated on a case-to-case basis.

- 4.5. **Other Related Provision** – other related provisions relative to the proper use of the **LEASED PREMISES** as may be provided in the Building Rules and Regulations may be issued by the **LESSOR** to be made applicable to all the **LESSEE's** in the building.
- 4.6. **Prospective Lessee or Lessees for the Premises** – the **LESSOR** shall be allowed by the **LESSEE** to exhibit the **LEASED PREMISES** to prospective lessors during the last TWO (2) MONTHS of the term, there having been no renewal negotiation/bidding undertaken by the **LESSEE** with the **LESSOR**.
- 4.7. **Emergency Entry into the LEASED PREMISES** – the **LESSOR**, its authorized representative or the Building Administrator, may enter the **LEASED PREMISES** during emergency of any kind which would necessitate or require such an entry. Likewise, entry into the **LEASED PREMISES** for the purpose of averting any commission of crime or offense shall be allowed without prior notice made. It is understood that any breakage that may occur during said entry shall be repaired and/or remedied by the **LESSOR** or its authorized agent, at its sole expense.
- 4.8. **Expropriation** – In the event of any expropriation of the property by the duly constituted authorities, either party may ask for the rescission of this agreement without prejudice to the right of either party to file an action for such damages by all expropriation against the expropriating and/or concerned party.
- 4.9. All taxes, licenses and permit fees which may be required by government, dues to or collectible by the local or national government pursuant to this Contract, shall be the sole responsibility of the **LESSOR**.

#### **ARTICLE 5**

#### **PERIOD OF CONTRACT**

This contract for the Lease of Office Space for the Head Office (Lot 2) shall be from **OCTOBER 01, 2013** until **SEPTEMBER 30, 2018**

This Contract shall take effect on the above period, unless sooner terminated in accordance with provisions hereof.

#### **ARTICLE 6**

#### **TERMINATION OF CONTRACT**

It is understood that this Contract expires and terminates at the end of its term as stated herein. Without prejudice to Article 8, upon termination of the term or upon receipt of such notice of termination, the **LESSEE** shall peacefully and voluntarily vacate the entire **LEASED PREMISES** and completely remove therefrom all furniture, articles and effects of any kind. This shall include the restoration of the **LEASED PREMISES** to its condition prior to alteration by the **LESSEE** as

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Hannah Lorraine A. Dalisay

Witness for the Lessor

Witness for the Lessor



referred to in Article 2.6 of this Contract. If it become necessary for the **LESSOR** to file court action for the ejectment of the **LESSEE**, the **LESSEE** shall be liable for all unpaid rentals if any as well as for damages which the **LESSOR** may suffer.

A party shall have the right to pre-terminate or rescind this Contract in case of violation or breach of any material provision by the other party and shall be entitled to the relief and damages against the latter as a result from such violation or breach in accordance with law.

**ARTICLE 7**  
**SETTLEMENT OF DISPUTES**

If any dispute or difference of any kind whatsoever shall arise between the parties in connection with the implementation of this contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

Any and all disputes arising from the implementation of a contract, which cannot be settled amicably within thirty (30) days after receipt by one party of the other party's request for such amicable settlement, shall be submitted to arbitration in the Philippines according to the provisions of Republic Act No. 876, otherwise known as the "Arbitration Law" and Republic Act No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2004". Provided, that by mutual agreement, the parties may agree in writing to resort to other alternative modes of dispute resolution.

The arbitral award and any decision rendered in accordance with the foregoing shall be appealable by way of a petition for review to the Court of Appeals.

**ARTICLE 8**  
**MISCELLANEOUS PROVISIONS**

All other terms, conditions and stipulations accompanying this contract together with all proposals and all mandatory provisions of the Revised Implementing Rules and Regulations of R.A. No. 9184, shall form an integral part of the contract between the parties hereto.

The parties hereby certify that they have read or caused to be read to them and each and every provision of the foregoing Contract and that they had fully understood the same.

**ARTICLE 9**  
**SEPARABILITY CLAUSE**

In the event that any provision in this Contract of Lease is declared invalid, illegal or void by a competent court, the provisions not affected shall remain valid and enforceable.

**IN WITNESS WHEREOF**, the parties hereto have hereunto signed this Contract on this \_\_\_\_\_ day of \_\_\_\_\_ 2013 at Pasig City.

Alexander A. Padilla

Cheng Hay S. Co

Edgar Julio S. Asuncion

Marlo S. Matanguihan

Hannah Lorraine A. Dalisay

Witness for the Lessor

Witness for the Lessor

**PHILIPPINE HEALTH INSURANCE  
CORPORATION (PhilHealth)**

By:

**ALEXANDER A. PADILLA**  
President and CEO

**COLUMBIA ESTATE PROPERTIES,  
INCORPORATED**

By:

**CHENG HAY S. CO**  
President

Signed in the presence of:

**EDGAR JULIO S. ASUNCION**  
Senior Vice President for Legal Sector

Witness for the **COLUMBIA  
ESTATE PROPERTIES, INC.**

**MARIO S. MATANGUIHAN**  
Senior Manager, PRID

Witness for the **COLUMBIA  
ESTATE PROPERTIES, INC.**

**HANNAH LORRAINE A. DALISAY**  
Division Chief, Accounting and Internal Control  
Comptrollership Department

**ACKNOWLEDGEMENT**

**REPUBLIC OF THE PHILIPPINES )**  
**CITY OF PASIG CITY )**

**BEFORE ME**, this NOV 28 2013 day of 2013, personally appeared the following persons exhibiting to me their respective Government issued ID's, to wit:

**ALEXANDER A. PADILLA**  
President and CEO

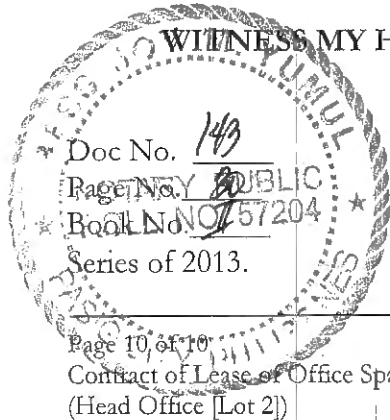
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**CHENG HAY S. CO**  
President

Driver's License No. N09-79-00307 expires on 2015-01-18 /  
Pag ibig MID No. 1060-0118-9225

Known to me to be the same persons who executed the foregoing Contract Agreement consisting of ten (10) pages including this page on which the acknowledgement is written and they acknowledged that the same is their free act and deed and that of the corporations being represented.

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



**NOTARY PUBLIC**

**BESS JOY M. YUMUL**  
Notary Public for and in Pasig City  
30<sup>th</sup> Floor, Tycoon Center, Pearl Drive  
Ortigas Center, Pasig City 1605  
Commission No. 121 (2012-2013)  
Attorney's Roll No. 57204  
PTR No. 7545338, 01/04/12, Pasig City  
IBP Lifetime No. 08477; Tarlac Chapter