

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT OF LEASE (the "Contract", for brevity), made and entered into by and between:

BERNARD TIMOTHY O MORENO, also known as TIMOTHY O MORENO, Filipino, of legal age, married to ANNA CRUZ MORENO, and with address at Delima St., Brgy. 3, Gingoog City, Misamis Oriental, Philippines (with Affidavit of One and The Same Person notarized on 22 December 2022 and Certificate of Live Birth, photocopies of which are attached as Annexes "A" and "A-1" hereof, respectively), and hereinafter referred to as the **LESSOR**;

- and -

DEVELOPMENT BANK OF THE PHILIPPINES, a government financial institution duly created and operating under Executive Order No. 81 dated December 3, 1986, as amended by Republic Act No. 8253 dated February 14, 1998, duly represented in this Contract by the Officer-in-Charge of its **Branch Banking Group-Northern Mindanao, Vice-President MARY JOYCE B. SALGADOS**, duly authorized for this purpose as shown in the attached Secretary's Certificate for Board Resolution notarized on 18 December 2024, a copy of which is attached as Annex "B" hereof, and with principal office at DBP Building, Sen. Gil J. Puyat Ave. corner Makati Avenue, City of Makati, Metro Manila, Philippines, and hereinafter referred to as the **"LESSEE"**.

- ANTECEDENTS -

The LESSOR is the registered owner of a two-storey commercial building erected on a parcel of land situated at Barangay of Cabuyo-an, City of Gingoog, Island of Mindanao, which parcel is covered by Transfer Certificate of Title No. T-7665 of the Registry of Deeds for Gingoog City and Tax Declaration No. 38411 dated 17 February 1989, and which building is covered by and Tax Declaration No. F-054457 dated 4 November 2024, photocopies of which are hereto attached as Annexes "C", "C-2", and "C-3" hereof, respectively.

The LESSOR has agreed to lease to the LESSEE an office space at the first floor of the aforesaid property with a floor area of approximately two hundred and forty and 22/100 (240.22) square meters.

Pursuant to Republic Act No. 12009, otherwise known as the New Government Procurement Act, the Parties have agreed to enter into this Contract by way of Negotiated Procurement - Lease of Real Property per Notice of Award dated 5 August 2025.

The LESSEE has agreed to lease said space/portion of the aforesaid building as per Floor Plan attached to this Contract as Annex "D" (hereinafter referred to as the "Leased Premises") under such terms and conditions hereinafter set forth.

NOW THEREFORE, the Parties agree as follows:

1. **TERM** - This Contract shall be for a period of ten (10) years, commencing one (1) month from the date of execution of this Contract of Lease, renewable under such terms as may be mutually agreed upon in writing by both parties to this Contract.
2. **RENTAL** - As consideration for this Contract, the LESSEE hereby agrees to pay the LESSOR, a monthly rental of PESOS: NINETY-SIX THOUSAND AND EIGHTY-EIGHT AND 00/100 (Php96,088.00), Philippine Currency, inclusive of 12% e-VAT and all other taxes and charges, subject to an annual escalation rate of ten percent (10%), effective on the third year (2027) to the tenth year (2034).

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

3. SECURITY DEPOSIT

Upon commencement of the Term of this Contract, the LESSEE shall pay to the LESSOR as security deposit (the "Security Deposit") the sum of PESOS: FIVE HUNDRED SEVENTY-SIX THOUSAND FIVE HUNDRED AND TWENTY-EIGHT AND 00/100 (Php576,528.00), Philippine Currency, to answer for the cost of unpaid utility bills such as electricity, water, telephone as well as damage that may be caused to the Leased Premises by the LESSEE, arising from causes other than ordinary wear and tear. The said deposit or the remaining balance thereof, if any, shall be refunded by the LESSOR to the LESSEE within thirty (30) calendar days after the expiration or termination of this Contract.

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

4. **ADVANCE RENTAL** - Upon the signing of this Contract, the LESSEE shall give to the LESSOR advance rentals, which may be applied to the rentals for the last one (1) month of the lease period. The remaining balance of the Advance Rental, if any, shall be refunded by the LESSOR to the LESSEE within thirty (30) calendar days after the termination of this Agreement.
5. **USE OF LEASED PREMISES** - The LESSEE expressly agrees and warrants that the Leased Premises shall be used exclusively for the office and banking activities and operations of the LESSEE's Gingoog Branch.

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

The LESSOR shall provide the necessary assistance for the LESSEE to comply with the requirements in securing permits/certification from regulatory bodies, such as building occupancy permit, Fire Safety Inspection Certificate, "No smoking" requirement, Department of Environment and Natural Resources (DENR) certification, and others

- c. Any dispute or difference of opinion between the parties as to implementation of the terms and conditions of this Contract shall be settled mutually and expeditiously. A written notice of said dispute or difference of opinion shall be personally served or sent by registered mail at the address which either party indicated in this Contract. In case such dispute or difference of opinion is not settled, any of the parties hereto may terminate this Contract upon at least sixty (60) calendar days prior written notice served to the other party.
- d. In the event of litigation under this Contract, the Parties hereto agree to submit solely and exclusively to the jurisdiction of the proper court of Cagayan de Oro City.

IN WITNESS WHEREOF, the parties hereto have hereunto signed this Contract on this 12th day of August, 2025 at Gingoog City and ____ day of _____ at Cagayan de Oro City, Philippines.

Lessor
TIN No. 108-817-546

-SIGNED-

BERNARD TIMOTHY O MORENO

**DEVELOPMENT BANK OF THE
PHILIPPINES**

Lessee
TIN No. 000-449-609
By:

-SIGNED-

MARY JOYCE B. SALGADOS
Vice-President

Head, Branch Banking Group-Northern Mindanao

Signed in the Presence of:

-SIGNED-

ANNA CRUZ MORENO

Witness

-SIGNED-

JILLIAN RAE T. INDING
Witness

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
CITY OF GINGOOG) **SS.**

BEFORE ME, a Notary Public in and for the City of Gingoog, on this 12th day of August 2025, personally appeared:

Name	Proof of Identity	Date/Place Issued
DEVELOPMENT BANK OF THE PHILIPPINES TIN 000-449-609, duly represented by: VP MARY JOYCE B. SALGADOS	DBP ID No 0105562-MAR	N/A / Makati City
BERNARD TIMOTHY O MORENO TIN 108-817-546	SSS ID No 08-0971657-9	N/A

known to me and to me known to be the same persons who executed the foregoing CONTRACT OF LEASE which consists of twenty (20) pages including this notarial acknowledgment and Annexes A, B, C, C-2, C-3 and D, all signed by them and their instrumental witnesses and they acknowledged to me that the same is their free and voluntary act and deed as well as that of the corporation they duly represent for the purpose stated therein.

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

Doc. No. 920;
Page No. 85;
Book No. XXVI;
Series of 2025

NOTARY PUBLIC

SIGNED

VINCENT V. DANGAZO

NOTARY PUBLIC

Attorney's Roll No. 38649 Serial No. NC-73-23

Commission Expires on December 31, 2025

PTR No. 3118565/ 2 January 2025 / Gingoog City

IBP No. 489785 / 30 December 2024 / Mia. Or. Chapter

MCLE Compliance No. VIII-0033751/ Expiry 04-14-28

Gomez corner Cuervo Streets, B-6, Gingoog City