

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT OF LEASE is made and entered into by and between GRACIA A. DELA CRUZ/GOLDA MAE G. MACUL, hereinafter referred to as the LESSOR, and EMMANUEL BAGAPIO with address B5 L5 Las Casas Elena, Butuan City, hereinafter referred to as the LESSEE;

WITNESSETH

The LESSOR hereby leases unto the LESSEE, and the latter hereby accepts in lease from the owner Portion land (vacant lot) covered by Transfer Certificate of Title No 157-20250011359 with an area of 161 meters (sq.) more or less, situated along Algon Road, Alviola Village, Km 3, Baan, Butuan City, Island of Mindanao, under the following terms and conditions:

1. That the monthly rental of said all vacant lot and space shall be Php 5,789.47
2. That the Lessee shall file withholding tax with the BIR and the LESSOR shall receive a net amount of Five Thousand Five Hundred (Php5,500.00) monthly.
3. The LESSEE shall pay the full monthly rental of Php 5,500.00 to the LESSOR every 1ST day of each and every month, and in the event of payment beyond the said date, three (3%) percent interest and five (5%) percent penalty per month shall be assessed against and collected from the LESSEE, a fraction of any calendar month to be considered as one month for the purpose of computing said interest and penalty. It is expressly agreed and understood that the payments of the rental herein stipulated.
4. That the term of the lease is Three Years (3 years) commencing on January 1, 2024, and is expiring on January 1, 2027 renewable if both parties have reached an agreement.
5. There will be an increment of rent, three years after commencement of contract;
6. That upon execution of this contract, the LESSEE shall deposit with the LESSOR the amount of Sixteen Thousand Five Hundred Pesos, which is equivalent to two (2) months deposit, one (1)month advance rental. Deposit shall be applied to the payment of any loss/damage and arrears sustained or incurred by the LESSEE relative to the use of the leased premises or to any unpaid electrical/ water bills or any unpaid rental account of the LESSEE upon termination of contract;
7. That the LESSEE agrees to use the above property exclusively for business purposes and in no case shall the premises be used for gambling, or any unlawful, criminal or immoral purposes, and such other acts prohibited by existing laws and ordinances;
8. That the LESSEE is not allowed to conduct or operate a business related, SCRAP /SURPLUS/JUNK/CAR SALES related business;

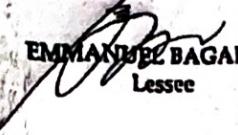
9. That no construction or development shall be made on the leased premises without the prior presentation of a plan as well as consequent written approval by the LESSOR, provided that all such improvements or alteration shall be for the account of the LESSEE and provided further;
10. That the LESSEE shall allow the LESSOR or his duly authorized representative to inspect the leased premises at any reasonable hour at the day upon prior notice to the LESSEE;
11. That the LESSEE undertakes to vacate and surrender the leased premises immediately upon the termination of this contract in the same good and tenantable condition it was in at the start of this lease. Any improvement which the LESSEE may only be removed if no damage is caused to the leased premises;
12. The LESSEE hereby expressly acknowledges that the leased premises are in good and tenantable condition and agrees to keep the same in such good and tenantable condition for the whole duration of the lease;
13. That the LESSEE shall pay for and defray at his/her exclusive expense, the repairs, surcharges, consumption, and other expenses related to water, electric, telephone, and/or other utility services in the leased premises;
14. That the LESSEE shall not claim any loss or damage on account of necessary work that the LESSOR may order to be done in the building, and which in any way may interrupt his/her used of the leased premises;
15. That holding of parties within the leased premises is strictly prohibited without the written consent of the LESSOR;
16. That the LESSEE must ensure that peace and order is maintained and that LESSEE takes the responsibility and financial obligation should there be damage to property arising from LESSEE'S operation;
17. That the LESSEE shall not make or permit any disturbing noise within the leased premises caused by him/her or by person under by his/her control, not permit anything to be done by him/hers or such other persons which, will interfere with the rights, comfort, or convenience of the other tenants and neighbors;
18. That no notices, signs or advertisements shall be attached or affixed by the LESSEE to any part of the building where the leased premises is situated without the prior consent of the LESSOR. LESSEE shall not use or occupy for any purpose any area outside of the leased premises which is not specifically or expressly designed for use by tenants without the written consent of the LESSOR;
19. That the LESSOR shall not be liable for the presence of bugs, vermin, ants, or any insects in the leased premises nor shall he be liable for the failure of water supply and/or electric current;

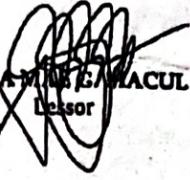
20. That if the rental herein stipulated, or any part thereof, shall be in arrears or unpaid for two (2) months, or if the LESSEE shall at any time fail or neglect to perform or comply with any of the covenants, conditions, agreements or restrictions stipulated, this lease contract shall become automatically terminated and cancelled and the subject leased premises shall be vacated peacefully by the LESSEE for the LESSOR to hold and enjoy hence forth ~~as~~ if these prevents have not been made, and the LESSOR, or any authorized representative, shall have the right to enter into and upon said premises, or any part thereof without prejudice on the part of the LESSOR to exercise any or all other rights stipulated elsewhere in this contract and those given by law. And upon such cancellation of the contract the LESSEE hereby grants to the LESSOR the legal right to enter, and take possession of the leased premises as though the term of this leased contract has expired;
21. That deposit in the leased premises of a note to vacate the premises shall constitute due and sufficient notice to the LESSEE as provided by law. Upon the expiration of the term of this lease or earlier termination thereof as above provided, the LESSEE hereby expressly authorizes in advance the LESSOR to enter the leased premises, remove all personal property that may be found in the leased premises and deposit the same in the bodega and the LESSEE further agrees to pay costs for transfer and storage in the event that the said LESSOR chooses to exercise this action;
22. That if said premises be not surrendered at the end of the term, the LESSEE shall be responsible to the LESSOR for all damages which the LESSOR shall suffer by reason thereof and will indemnify the LESSOR against all claims made by any succeeding tenant against the LESSOR resulting from delay by the LESSOR in delivering possession of the premises to such succeeding tenant, insofar as such delay is occasioned by failure of the LESSOR to surrender the premises;
23. That failure of the LESSOR to insist upon a strict performance of any of the terms, conditions and covenants hereof shall not be deemed a relinquishment or waiver of any right or remedy that said LESSOR may have, nor shall it be construed as a waiver of any subsequent breach or default of the terms, conditions and covenants herein contained, which shall be deemed in full force and effect. No waiver by the LESSOR shall be deemed to have been made unless expressed in writing and signed by the LESSOR;
24. The LESSEE may pre-terminate the Contract of Lease provided the LESSEE must inform or notify the LESSOR at least Two(2) months before the intended date of the termination or withdrawal or cancellation of the Lease Contract and deposits shall then be forfeited.
25. That cleanliness of premises assigned to LESSEE shall be observed by the same at all times;
26. That in case of civil suit, the venue shall be the court of Butuan City and 25% attorney's fees shall be imposed on unpaid rentals plus damages and court litigation expenses;



27. That the parties are enjoined to observe and comply with the above terms and conditions.

IN WITNESS WHEREOF, the parties hereunto have hereunto set their hands this 4th day of February, 2025, in Butuan City.


EMMANUEL BAGAIPo
Lessee


GOLDA MINA MACUL
Lessor

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF AGUSAN DEL NORTE)
BUTUAN CITY) S.S.
X _____ /

BEFORE ME, a Notary Public, in the City of Butuan, Province of Agusan del norte this 4th day of February 2018, personally appeared the above-named persons with their respective ID, known to me to be the same persons who executed the foregoing instrument consisting of () pages, including this page where the acknowledgment is written and duly signed by the parties and their instrumental witnesses on each and every page hereof and acknowledged to me that the same are their free and voluntary act and deed.

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



ATTY. KAHEIL L. LAMIGO
Notary Public for and in the Province of Agusan del Norte and Butuan City
Until December 31, 2025
Roll no. 63403
T.I.N. 233-678-573
NIP No. 408272/01/17/2024/ AGLKAN DEL NORTE
PTR No. 27240581/01/02/2025/BUTUAN CITY
E Compliance No. VIII-00029692/UNTIL 4-14-2025
Notarial Commission Serial No. 01-01-2025



JUDICIAL FORM NO. 140
LAND REGISTRATION AUTHORITY
CERTIFIED TRUE COPY VERIFICATION FORM

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF JUSTICE
Land Registration Authority
QUEZON CITY
Registry of Deeds for Butuan City

Transfer Certificate of Title

No. 157-2022003517

IT IS HEREBY CERTIFIED that certain land situated in BARANGAY OF ALVIOLA, CITY OF BUTUAN, PROVINCE OF AGUSAN DEL NORTE, ISLAND OF MINDANAO, more particularly bounded and described as follows:

LOT NO: 8, PLAN NO: PCS-13-003636

PORTION OF: LOT 38-B-9-G PSD-13-021384, LOT 4, 5, 8,
9, 12, 13 & 16 ALL OF BLOCK 45, (LRC) PCS-2286

LOCATION: BARANGAY OF ALVIOLA, CITY OF BUTUAN, (Continued on next page)
is registered in accordance with the provision of Section 103 of the Property Registration Decree in the name of

Owner: GRACIA ALVIOLA DELA CRUZ, OF LEGAL AGE, FILIPINO, WIDOW
Address: ALVIOLA VILLAGE, BUTUAN CITY, AGUSAN DEL NORTE CARAGA

subject to the provisions of the said Property Registration Decree and the Public Land Act, as well as to those of the Mining Laws, if the land is mineral, and subject, further, to such conditions contained in the original title as may be subsisting.

IT IS FURTHER CERTIFIED that said land was originally registered as follows:

Patent Type: Homestead Patent Original RD: BUTUAN, AGUSAN DEL NORTE, ETC.

Patent Date: 01/07/1938, 12/10/1938 OCT Date: 2/11/1938, 02/11/1938,
ETC.

Under Act No.: 141, 141 AS AMENDED,
ETC. OCT No.: OCT-RP-74(1118), RP-74,
ETC.

Volume No.: I Page No.: 74, 73, 65

Original Owner: AQUILINO GERONA

This certificate is a transfer from TRANSFER CERTIFICATE OF TITLE RT-11146; RT-11149; RT-13036; RT-13039; RT-13040; RT-13506;
RT-57018; 2019002345 (TOTALLY CANCELLED) by virtue hereof in so far as the above-described land is concerned.

Entered at Butuan City, Philippines on
the 24th day of MAY 2022 at 04:52pm.

Maria Celeste Aldana Libres
OIC-Deputy Register of Deeds IV



It is hereby certified that this is a true electronic copy of TCT 2022003517 on file in Registry of Deeds of Butuan City, which consists of 3 page(s). This is a system-generated Certified True Copy, and does not require a manually-affixed signature. Printed at Registry of Deeds of Butuan City. Requested By: MACUL GOLDA MAE G.

Ref. : 2023008585 OR No. : 1030098548
Date : 11/14/2023 OR Date : Nov 14 2023
Time : 03:01:19 PM Amt Paid : 235.16

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LTCP Form No.: 0019 version 3
(revision date: 2022.10.01)



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TECHNICAL DESCRIPTION (Continued from page 1)
PROVINCE OF AGUSAN DEL NORTE, ISLAND OF MINDANAO**BOUNDARIES:**

LINE	DIRECTION	ADJOINING LOT(S)
1-2	SOUTH	LOT 7, PCS-13-003636
2-3	WEST	EXISTING ROAD,
3-4	NORTH	LOT 38-B-8, PSD-13-014260
4-1	EAST	LOT 24, BLOCK 45, (LRC) PCS-2286

TIE POINT: BLIM NO. 1, Q-88 (BUTUAN-CABADBARAN)

LINE	BEARING	DISTANCE
TO CORNER 1	S. 16° 26' E	19477.41 M.
1-2	S. 79° 50' W	11.95 M.
2-3	N. 10° 11' W	111.00 M.
3-4	N. 79° 49' E	11.95 M.
4-1	S. 10° 11' E	111.00 M.

AREA: ONE THOUSAND THREE HUNDRED TWENTY SIX (1,326) SQUARE METERS, MORE OR LESS**DESCRIPTION OF CORNERS: ALL POINTS REFERRED ON THE PLAN: ALL CORNERS MARKED P.S. ARE CYL. CONC. MONS. 15X40 CM. ALL CORNERS NOT OTHERWISE DESCRIBED ARE OLD P.S. CYL. CONC. MONS. 15X40 CM.****BEARINGS: TRUE****DECLINATION:****DATE OF ORIGINAL SURVEY: SEPTEMBER 1913-MARCH 1914****DATE OF SUBD/CONS SURVEY: NOVEMBER 24-25, 2019****DATE APPROVED: JANUARY 7, 2022****GEODETIC ENGINEER: HOSPICIO PEP C. EBARLE, JR.****NOTES:**

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MEMORANDUM OF ENCUMBRANCES

: NOTE : THIS TRANSFER IS SUBJECT, HOWEVER, TO ALL THE LIABILITIES MENTIONED IN SEC. 4, RULE 74 OF THE RULES OF COURT FOR A PERIOD OF TWO (2) YEARS FROM THE DATE OF EXTRAJUDICIAL SETTLEMENT WITH SIMULTANEOUS DEED OF SALE DATED SEPTEMBER 7, 2009 AT BUTUAN CITY, MAY 9, 2011 AT 8:40 A.M.

(SGD) SUSAN B. AFABLE
ADMINISTRATIVE OFFICER V
OFFICER-IN-CHARGE
REGISTRY OF DEEDS, BUTUAN CITY

COPIED FROM TCT NO. RT-57018

Entry No.: 107049 & 42230 Date: October 08, 2001 08:30:00AM

: AGREEMENT OF EASEMENT OF ROAD-RIGHT-OF-WAY, EXECUTED BY GRACIA ALVIOLA VDA DELA CRUZ, DO HEREBY ESTABLISH AN EASEMENT OF ROAD RIGHT OF WAY OVER HER ROAD LOT NO. 38, ALVIOLA VILLAGE SUBD. EMBRACED AND INCLUDED UNDER TCT NO. RT-130 COVERING THE ALVIOLA VILLAGE SUBD. AS SERVIENT ESTATE UNTO AND IN FAVOR OF NEMESIO A. DELA CURZ, AS OWNERS OF DOMINANT ESTATE, COVERING HIS LOT NAMELY: LOTS 5, 8, 9, 13 AND 16, BLOCK 45, PER AGREEMENT ON EASEMENT OF ROAD RIGHT OF WAY DATED ON OCTOBER 4, 2001 AT BUTUAN CITY AND KNOWN AS DOC NO. 249; PAGE NO. 50, BOOK NO. CCLIII, SERIES OF 2001 AT BUTUAN CITY AND KNOWN AS DOC NO. 249; PAGE NO. 50; BOOK NO. CCLIII; SERIES 2001 OF THE NOTARIAL REGISTER OF TEODORO A. EMBOY, NOTARY PUBLIC, FILED UNDER NO. 83668 & T-31098.

(SGD) ATTY. ANTONIO P. ESPINOSA
ACTING REGISTER OF DEEDS & REGIONAL REGISTRAR BUTUAN CITY

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Maria Celeste Aldana Libres
OIC-Deputy Register of Deeds IV

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