

CONTRACT OF LEASE

Account No. **800009525**

KNOW ALL MEN BY THESE PRESENTS:

This CONTRACT OF LEASE made this **18th** day of **October 2019** at _____ and executed by and between: **TOYOTA FINANCIAL SERVICES PHILIPPINES CORPORATION**, a corporation organized and existing under the laws of the Republic of the Philippines, with principal office at GT Tower, Ayala Avenue, Makati City, Metro Manila, hereinafter referred to as "LESSOR";
-and-

DELMO, ROCHELLE TIBURCIO, with office/ postal address at **223 PILONDORA STREET LIANG, MALOLOS, BULACAN, PHILIPPINES** hereinafter referred to as "LESSEE";

Whereas. The LESSEE has offered to lease from the LESSOR the motor vehicle/s together with the body built or that may be built thereon, all the equipment/s and accessory(ies) which may now or from time to time be used in connection with or attached thereon (the "MOTOR VEHICLE") described in this Contract in consideration of the RENTAL to be paid by the LESSEE to the LESSOR:

WITNESSETH
that

For and in consideration of the terms and conditions hereinafter set forth, the parties have agreed, as they hereby agree as follows:

1.MOTOR VEHICLE – The LESSOR hereby leases to the LESSEE and the LESSEE hereby leases from the LESSOR the MOTOR VEHICLE more particularly described as follows:

MAKE: TOYOTA	SERIES/VARIANT: Wigo 1.0 TRD A/T	CHASIS NO.: G	CONDUCTION STICKER: DF
MODEL: 2017	COLOR: BLACKISH RED MICA	ENGINE NO.: DGD	

2. DELIVERY AND ACCEPTANCE: The LESSEE acknowledges and confirms that it has inspected the above-described MOTOR VEHICLE and found the same to be in good order and condition. The LESSEE likewise confirms and acknowledges that the MOTOR VEHICLE was delivered to the LESSEE and that the LESSEE accepted the MOTOR VEHICLE in accordance with the terms and conditions of this Contract.

3. RENTAL – The LESSEE shall pay to the LESSOR without need of notice or demand, the aggregate rental for the entire term of this Lease as follows:

Term: **Sixty** (**60**) months from the Delivery and Acceptance Date specified herein, unless sooner terminated / cancelled pursuant to the said Lease Agreement.

Delivery and Acceptance date: **October 18, 2019**

Rent: The LESSEE shall pay to the LESSOR monthly rentals in the amount of P **7,973.00** commencing on **November 18, 2019** and every **18th** day of the succeeding month up to **October 18, 2024**.

Payment of the RENTAL shall commence on the delivery and acceptance of the MOTOR VEHICLE. The RENTAL shall be due and demandable and payable (either in advance or in arrears) as fixed above. The LESSEE hereby agrees that payment shall be made on or before 12:00 noon on the day the RENTAL is due. Otherwise, the payment shall be deemed effected on the succeeding business day. Subject to the Paragraph 14 hereof, the LESSEE shall pay legal interest per month or a fraction thereof on all amounts due and unpaid, as well as a penalty equivalent to five percent (5%) on each unpaid monthly rental from date of default until fully paid.

The RENTAL for the MOTOR VEHICLE shall be the amount above- specified unless adjusted pursuant to this Agreement. The obligation of the LESSEE to pay the rental and other amounts payable as provided herein is absolute and unconditional and shall not be subject to any abatement whatsoever or to any defense, set-off, counterclaim, loss or destruction of the MOTOR VEHICLE or any liability or expenses occasioned by reason of any interruption from whatever cause in the use, operation and possession of the MOTOR VEHICLE. LESSEE shall pay the rental and other amounts, free and clear of and without deductions for a withholding of any and all future Philippines taxes, duties and charges.

4. TERM – The term of this Contract commences from the date of the DELIVERY AND ACCEPTANCE of the "MOTOR VEHICLE" to the LESSEE and ends on the term specified above. Such Delivery and Acceptance Date for all purposes be conclusively presumed to be the actual, true and correct date of Delivery and Acceptance by the LESSEE. Subject to the LESSOR's right of termination or cancellation under Paragraph 14 and other applicable provisions hereunder, this Contract is irrevocable for the full term of this lease and the LESSEE's obligation to pay the aggregate rent for the full term is unconditional, it being understood that the payment of said rental for the entire period of the lease is the very essence and special consideration for the execution of this Contract. In case of pre- termination of the lease contract at the instance of the LESSEE, the LESSEE likewise agree to pay LESSOR, immediately upon such pre-termination and without need of notice or demand, an additional amount equivalent to 5% of the outstanding obligation, as and by way of breakage cost.

5. USE – During the term of this contract, the LESSEE shall have possession and the right to use, maintain and operate the MOTOR VEHICLE in accordance with the terms and conditions of this Contract and in strict conformity with all laws, decrees, ordinances and any regulations applicable thereto. The LESSEE shall not make or allow any unlawful, improper, or offensive use of the MOTOR VEHICLE or any use thereof for purposes, which are not permitted under this Contract. In case of any violation of this condition, the LESSEE shall indemnify, defend and hold harmless the LESSOR, its officer/s and employee/s, to the fullest extent permitted by law from and against any and all demands, claims, actions, liabilities, losses, damages and/or cost, including reasonable attorney's fees, arising out of or resulting from the indemnifying party's acts or omission related to the use of the leased motor vehicle, pursuant to the provision of R.A. 8556. The LESSEE warrants that the MOTOR VEHICLE shall be used only in the Philippines and that the MOTOR VEHICLE shall not be permanently transferred or moved from the city or province of the address indicated by the LESSEE in this Contract to any other place without the prior written consent of the LESSOR. The LESSEE agrees not to part with the possession of the MOTOR VEHICLE or to sublease, sell, deliver, mortgage, pledge, encumber or otherwise dispose of the MOTOR VEHICLE. The LESSEE shall not affix or install any device, or accessory on the MOTOR VEHICLE and shall not make any addition and/or improvement thereon without the prior written concern of the LESSOR. All additions and Improvement of whatever kind or nature made in the MOTOR VEHICLE shall belong to and become the property of the LESSOR upon the expiration or earlier termination of this Contract. The LESSEE shall, at its own expense, comply with the environmental regulations and environmental quality standards prescribed by the Philippine Government.

6. INSPECTION – The LESSEE acknowledges that prior to the execution of this lease agreement, the LESSEE has examined the MOTOR VEHICLE and has found the same to be in good condition and repair. It is understood that the LESSOR is not the manufacturer or supplier of the MOTOR VEHICLE nor the agent of the manufacturer or supplier thereof. The LESSEE hereby assumes full responsibility for the selection of the MOTOR VEHICLE, and the LESSOR shall not in any way be deemed to have made any warranties, representations or inducement of whatever nature in respect of the MOTOR VEHICLE, including its fitness for the purpose intended, capacity, condition or merchantability, or compliance with any requirements of any law, rules, specifications or contract. Any claim of the LESSEE in connection with the manufacturer's warranties, conditions or guarantees shall be made directly by the LESSEE against the manufacturer or supplier who shall be solely liable thereof. In this respect, the LESSOR hereby authorizes the LESSEE to submit any said claim against the manufacturer or supplier in its behalf. The LESSEE agrees to allow the LESSOR or its authorized representative to enter the premises at reasonable time where the MOTOR VEHICLE is located to inspect the same or observe the manner of its use.

7. MAINTENANCE, REPAIR AND ALTERATIONS – The LESSEE, shall at its own expense keep and maintain the MOTOR VEHICLE in as good operating condition as when delivered to the LESSEE, ordinary wear and tear expected, shall pay for all expenses of operation (including fuel and maintenance), and shall provide all maintenance and service and make all repairs necessary for such purpose. The LESSEE shall, in the use of the MOTOR VEHICLE, exercise extraordinary diligence and comply strictly with all manufacturer's and supplier's published operation and maintenance instructions and specifications, and with all the terms and conditions of any insurance policy covering the MOTOR VEHICLE as required under Paragraph 8 hereof. The LESSEE shall permit only operators who possess the necessary licenses, training, qualification, competence and skill to operate the MOTOR VEHICLE. In addition, if any part or accessories, forming part of any item of the MOTOR VEHICLE, shall from time to time become worn out, lost, destroyed beyond repair or otherwise rendered permanently unfit for the use, the LESSEE shall at its own expense replace within a reasonable time such parts or accessories with replacement parts or accessories which are free from all liens, encumbrance or rights of others and which have a value and utility at least equal to the parts or accessories replaced. All such replacement parts and accessories shall immediately become the property of the LESSOR and shall form part of the MOTOR VEHICLE for all purposes thereof. The LESSEE shall not, without the prior written consent of the LESSOR, make any additions to, or alterations or improvements on the MOTOR VEHICLE or any part thereof. The LESSEE shall not permit anyone to injure, deface or remove any plate, indicator, date, serial number, inscription or any identifying mark, which is now or may hereafter be affixed to or impressed on the MOTOR VEHICLE.

8. INSURANCE – Throughout the term of this Lease, the LESSEE shall secure insurance coverage from an accredited Insurance company of the LESSOR for the MOTOR VEHICLE for its full insurable value against loss or damage by fire, theft, earthquake, other Acts of God, and other insurable risks, the proceeds of which shall be payable directly to the LESSOR as the assured or its assignees as their respective interests may appear. Within three (3) days from the delivery of the MOTOR VEHICLE to the LESSEE, the LESSEE shall furnish the LESSOR the original copy of the insurance policy or policies with its original official receipts, effectivity date as of the date of delivery of the MOTOR VEHICLE to the LESSEE and the LESSEE shall be bound to comply with terms and conditions of said policy or policies. The LESSEE shall, as and when required by the LESSOR, execute and deliver to the LESSOR such documents as maybe necessary to enable to the LESSOR to enforce and/or secure indemnification under the relevant insurance policy (ies) or to maintain the relevant insurance policy in full force and effect at all times. The LESSOR in its sole and exclusive discretion shall determine the amount of the insurance coverage and the insurance companies issuing the policies. Whenever in the exclusive discretion of the LESSOR the circumstances so require, an adequate comprehensive third party liability insurance shall likewise be secured conditioned to answer against any bodily injury or harm which shall include death, and against any damage to property which may occur or arise due to the utilization, operation, maintenance or other uses or disposition of the MOTOR VEHICLE. Such third party liability insurance shall be for the joint mutual protection of the LESSOR and the LESSEE. If the MOTOR VEHICLE is lost or damaged by fire, theft, earthquake, other Acts of God, or other insurable risks, or if the use, operation, maintenance, or other disposition of the Equipment results liability for bodily injury, death, or damage to property, and the insurer denies or contests any claim on such insurance on grounds of the LESSEE's failure to comply with the terms and conditions of the relevant policy, then such claim shall be for the exclusive account of the LESSEE and the LESSEE shall promptly pay the amount of such claim to the LESSOR. If the LESSEE fails to furnish the LESSOR a copy of the insurance policy/ies in the period provided herein, the LESSOR shall have the option, in its sole and exclusive discretion , to effect or take out the required insurance, and the LESSEE shall promptly reimburse the LESSOR for any cost or expense incurred or advanced by the LESSOR in connection therewith. The premium or premiums due thereon shall be reimbursed by the LESSEE to the LESSOR, or it shall be added to the rental herein provided and shall immediately become due and payable without need of notice or demand subject to a penalty charge of five percent (5%) each month or a fraction thereof, computed from date of renewal of the policy, until the same is fully paid by the LESSEE. Nothing herein set forth shall, however, be construed to impose upon the LESSOR the obligation to secure or renew the required insurance coverage.

DELMO, ROCHELLE TIBURCIO
534

LESSEE
Civil Status: Single

DELMO, AIZA MARIE TIBURCIO
534

SPOUSE/CO-LESSEE
Civil Status: Married

9. INDEMNITY

9.1 The LESSEE shall indemnify the LESSOR for all losses and damages to the MOTOR VEHICLE while in the LESSEE's possession, not covered or compensated for by insurance, ordinary wear and tear from proper use only expected (as to which the LESSOR shall be the sole judge). The LESSEE shall likewise be solely responsible for and shall indemnify, hold and save harmless the LESSOR (including its employees, agents or representatives) from and against any and all liabilities, damages, suits, claims and judgments of whatever kind or nature arising out of, connected with, or resulting from the use of the MOTOR VEHICLE and the Lease, including, but not limited to, the LESSEE's selection, possession, use, operation or return of the MOTOR VEHICLE.

9.2. If any action or claim shall be made against the LESSOR for damages arising from any of the aforementioned causes or grounds, the LESSEE shall, upon receipt of advice from the LESSOR, defend any such claim or action at the LESSEE's expense. The LESSEE shall immediately notify the LESSOR of any occurrence which may give rise to any such action or claim against the LESSOR involving the use, operation or possession of the Equipment. Likewise, the LESSEE shall promptly, without necessity of any demand, deliver to the LESSOR or such other person or company as the LESSOR may designate, all papers, notices, or documents whatsoever served upon or delivered to the LESSEE, its agents or employees, in connection with any claim, suit, or proceeding at law or equity commenced or threatened against the LESSEE, arising out of the LESSEE's use and operation of the MOTOR VEHICLE, in any event, any and all expenses and/or damage which the LESSOR may incur or suffer as a result of any of the foregoing shall be reimbursed by the LESSEE upon demand by the LESSOR.

10. TAXES – The LESSEE shall be solely responsible for causing or making all necessary or required registration(s) of the MOTOR VEHICLE during the term of this Lease; provided, however, that the LESSOR may cause or make, in its sole and exclusive discretion, such registration for the sole account of the LESSEE, and in any such case the LESSEE shall promptly reimburse the LESSOR for any advances made in connection therewith. During the term of this Contract, the LESSEE shall promptly pay all other taxes, assessments, licenses, fees, and other charges which are now or may hereafter be levied, assessed or imposed by the national government upon the Equipment for its ownership, lease, use or operation or upon the earnings arising therefrom, with the sole exception of the income tax imposable upon the LESSOR. Should the LESSEE fail to pay such taxes, assessments and fees, the LESSOR may, at its option, but without any obligation to do so, advance payment of the same subject to an obligation on the part of the LESSEE to reimburse the amount so paid on demand, with interest and penalty in accordance with Paragraph 3 from demand until paid in full. All lease rental payments shall be made free and clear of and without deduction for or withholding of any future Philippine taxes, duties or charges that may be imposed by any taxing authority. Gross receipts taxes shall be for the account of the LESSEE. The obligation of the LESSEE under this Paragraph shall subsist despite the expiration or cancellation of this Contract.

11. RETURN – The LESSEE agrees that upon cancellation of this Contract or its termination due to default in rental payment or failure to comply with any of the terms and conditions hereof, the LESSEE shall, at his/its expense, return the MOTOR VEHICLE free from any liens and encumbrances, to the LESSOR at its principal office or in the place where the LESSOR has an office, or at any place designated by it in writing, in as good condition as when the LESSEE originally received such MOTOR VEHICLE, taking into consideration the wear and tear arising from proper use. Prior to any such return, LESSEE agrees that he/it will remove any name or other identification of LESSEE. In the event LESSEE is unable to return the MOTOR VEHICLE upon the cancellation or earlier termination of this Contract, the LESSOR or its representatives may at its option and without the necessity of court order or any legal process or notice to the LESSEE enter the premises of the LESSEE or wherever the MOTOR VEHICLE may be found, and repossess and take away the MOTOR VEHICLE without incurring any liability for trespass or coercion or any other liability whether criminal or civil, which is hereby waived by the LESSEE, and the LESSEE shall pay for all expenses incurred by the LESSOR in repossessing and taking away the MOTOR VEHICLE. Should the MOTOR VEHICLE be returned and the LESSOR at its sole discretion, sells the same in public auction or private sale, and the selling price is less than the prevailing market value, the LESSEE shall pay to the LESSOR on demand that deficiency by way of indemnity thru payment in cash. Should the deficiency be not paid on demand, the LESSEE shall also be liable for the corresponding interests and penalties until the same is paid in full.

12. LIEN AND ENCUMBRANCES – Without the prior written consent of the LESSOR, the LESSEE shall not assign, transfer mortgage, pledge, or encumber this Contract or the MOTOR VEHICLE or any part thereof, or any interests therein, or allow the same to be used by anyone other than the LESSEE or his/its agents, servants, employees or immediate members of his family, all of whose competence and skill he/it hereby warrants. In addition to the rights and remedies available to the LESSOR, under this Contract and existing laws, a penalty of P20,000.00 or an amount equivalent to 50% of all amounts due hereunder, whichever is higher, shall be imposed upon the LESSEE in case the MOTOR VEHICLE or any part thereof is assigned, transferred, mortgaged, pledged or in any manner disposed of or encumbered without a written authority from the LESSOR. Failure on the part of the LESSEE to produce and/or surrender possession of the MOTOR VEHICLE within three (3) days from demand by the LESSOR shall be construed as an admission by the LESSEE that the MOTOR VEHICLE has been fraudulently disposed of, converted, and misappropriated by the LESSEE.

13. PERFORMANCE BY LESSOR OF LESSEE'S OBLIGATIONS – In the event that the LESSEE shall fail to perform duly and promptly any of his/its obligation under the provisions of Paragraphs 7, 8 or 10 of this Contract, the LESSOR may, at its option, immediately or at any time thereafter, perform the same for the account of the LESSEE without thereby waiving such default. The LESSEE shall reimburse the LESSOR for the amount or expense it paid or incurred, together with a penalty charge of five percent (5%) for each month delayed or any fraction thereof, until the same is fully paid by the LESSEE.

14. DEFAULT

14.1. The LESSEE shall be deemed in default upon the occurrence of any of the following events:

- a) If the LESSEE fails to pay rental when it falls due;
- b) If the LESSEE violates or permits the violation of any provision of this Contract;
- c) If LESSEE misuses or abandons the MOTOR VEHICLE;
- d) If a receiver is appointed for any property of the LESSEE;
- e) If the LESSEE, without notice to the LESSOR, moves out and/or changes his/her resident;
- f) If LESSEE fails to pay any of its present or future obligations with any creditor/s when the same becomes due and payable;
- g) If any levy on attachment or execution or freeze order is made against the LESSEE or if the LESSEE makes any assignment of its properties or assets in favor of a creditor;
- h) If the LESSEE, dies, is dissolved, ceases to do business, become insolvent, commits an act of bankruptcy or insolvency, or be subject to winding-up, suspension of payments, insolvency or receivership proceedings or is convicted for a criminal offense , or in any cases covered by Article 1198 of the Civil Code of the Philippines;
- i) If the LESSOR determines on reasonable grounds and so notifies the LESSEE that the LESSEE is financially incapable of meeting its obligations herein, or that the security for such obligations has been impaired or is inadequate to cover RENTAL and OTHER AMOUNTS payable by the LESSEE to the LESSOR;
- j.) If the representations and/or warranties made by the LESSEE in this Contract and in other documents are shown to be false, incorrect, or misleading;
- k.) Failure or refusal to disclose the whereabouts of the MOTOR VEHICLE or to make the same available for inspection upon demand.

If any such events of default shall occur, the rental corresponding to the remaining term of the Lease, and all amounts payable hereunder either at or after the date of such default and then unpaid, shall forthwith become due and payable without need of notice to or demand on the LESSEE. In connection thereto, the LESSOR may, in its sole option, endorse the account to its accredited Collection Agency/ies for purposes of collecting the amount due and payable and/or to enforce its rights & interest over the leased motor vehicle, as provided for under par. 14.2 hereof.

14.2. Upon default by the LESSEE, the LESSOR shall have option to cancel this contract. Upon cancellation of this Contract, the LESSEE shall at its own expense immediately return the MOTOR VEHICLE to the LESSOR at the latter's principal office or in any place where the LESSOR has an office, or at any other place designated by the LESSOR in writing.

In case of cancellation of this Contract, the LESSEE shall without prejudice to the provisions of the Paragraph 11 and other remedies available to the LESSOR by law or under this Contract, pay to the LESSOR the following:

- a) All monthly rentals in arrears up to the time the MOTOR VEHICLE is actually returned to the LESSOR, plus penalty charges on each unpaid rental of five percent (5%) per month or any fraction of the month until fully paid;
- b) All the rentals which the LESSEE should have paid the LESSOR for the remaining term of this Contract had it not been cancelled as and by way of liquidated damages;
- c) All the taxes and assessments, registration and license fees, insurance premiums, and other charges on the MOTOR VEHICLE paid by the LESSOR under Paragraph 8 and 10;
- d) All expenses incurred in repossessing, removing, repairing and storing the MOTOR VEHICLE and;
- e) Any other damages suffered by the LESSOR due to the fault of the LESSEE.

At any time after the occurrence of any of the event of default hereinabove enumerated and after repossession of the MOTOR VEHICLE, the LESSOR may, at its option, sell or lease the repossessed MOTOR VEHICLE or any part thereof to any third party upon such terms and conditions as the LESSOR may determine.

If after a breach of any provision, condition, or warranty herein, the LESSEE should fail or refuse to deliver possession of the MOTOR VEHICLE, thereby compelling the LESSEE to institute action for manual delivery, attachment, or any other appropriate action for the purpose of recovering possession of said MOTOR VEHICLE, then the LESSEE shall pay to LESSOR, in addition to the amount stated above, all expenses and cost incurred including the premium of the bond to obtain the writ of seizure or attachment.

15. REPRESENTATIONS AND WARRANTIES OF THE LESSEE - The LESSEE represents and warrants to the LESSOR the following:

- (i) The LESSEE has the legal capacity to enter into this Agreement and in case of juridical persons, the LESSEE is a duly organized, validly existing, and in good standing under Philippine laws and to carry on its business as now being conducted.
- (ii) In case of LESSEE which is a juridical person, it has all the requisite power and authority to execute, deliver and perform this Contract and any other agreement, instrument or document being or to be executed and delivered by it under this Contract or in connection herewith. The execution, delivery and performance of this Contract has been duly authorized by the board of directors or the governing board of such entity.
- (iii) This Contract has been duly executed and delivered and constitutes a legal, valid and binding obligation, and any other agreements, instruments and documents being or to be executed and delivered hereunder or in connection herewith, upon execution and delivery, shall be legal, valid and binding obligations, enforceable against the LESSEE;
- (iv) Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated herein, shall conflict with or breach any LESSEE's corporate organizational documents or any judgment, decree, order, agreement, instrument or other document, restriction or obligation to which such LESSEE is a party or by which it or any of its properties is bound, or any law, statute, ordinance, order, rule or regulation applicable to it of any court, regulatory body, administrative agency or other governmental body having jurisdiction; and
- (v) There are no judicial, administrative or arbitral claims, actions, suits, proceedings or investigations pending or, to the best of each LESSEE's knowledge, threatened against it which, if determined adversely, would have a material adverse effect on its ability to perform its obligations under this Contract and each other agreement, instrument or document executed and delivered or to be executed and delivered in connection with the transactions contemplated hereunder.
- (vi) The information given by the LESSEE in the Application and the documents in support of the same are true, correct, and authentic in all material respect.

In case any of the above-mentioned representation shall become false and/or any of the warranty shall be breached by the LESSEE, the rental corresponding to the remaining term of the Lease, and all amounts payable hereunder either at or after the date of such breach of warranty or representation, shall forthwith become due and payable without need of notice to or demand on the LESSEE. The LESSOR shall likewise have the option to avail the rights provided under paragraph 14.2 of this Agreement.

The LESSEE shall likewise defend, indemnify, and hold harmless the LESSOR against any and all claims, damages, losses, liabilities (including settlement costs and any legal, accounting or other expenses for investigating any action or threatened action) sustained or incurred by the LESSOR as a result of the breach or misrepresentation by the LESSEE. The right of the LESSOR to claim indemnity and damages from the LESSEE under the foregoing provision does not exclude or restrict any further exercise by the other rights or remedies, including the institution of appropriate legal action/s to protect the interest of the LESSOR

16. NOTICES, CONCURRENT REMEDIES, NON-WAIVERS

16.1. All notices relating hereto shall be delivered in person to any officer of the LESSOR and the LESSEE, or shall be mailed by registered mail to the LESSOR and the LESSEE at their respective addresses above shown or at any later address last known to the sender. The LESSEE hereby expressly waive presentment demand, notice of dishonor, or any notice of any kind.

16.2. All rights and/or remedies conferred upon or reserved to the LESSOR under this Agreement and by any present or future law shall be cumulative and not alternative nor exclusive of any other right or remedy given hereunder and may be enforced concurrently or from time to time. The exercise of one or more remedies shall not preclude or be a bar to the exercise of any other remedies.

16.3. The LESSOR's omission or delay in enforcing any of its rights or remedies to require performance by the LESSEE of any of its obligations hereunder shall not be deemed a waiver thereof and shall not affect the LESSOR's right to require such performance unless such right or remedies are waived in writing by the LESSOR. In any event, the LESSEE shall continue to be liable hereunder until all its obligations herein shall have been fully performed or otherwise paid.

16.4. A waiver of a default shall not be waiver of any other or a subsequent default. The acceptance of payment or performance, incomplete or irregular, of one or more obligations by the LESSEE shall not be deemed a waiver by the LESSOR of any violation by the LESSEE of any condition of this Contract. Silence on the part of the LESSOR shall not be considered as condonation or waiver of any default or any violation of any condition of this Contract.

17. ASSIGNMENT

17.1. Without the prior written consent of the LESSOR, the LESSEE shall not (a) sublease, or sell, transfer, convey, assign, pledge or hypothecate, or otherwise dispose of the MOTOR VEHICLE or any part thereof, or any interest thereon or therein or allow the MOTOR VEHICLE to be used by anyone other than the LESSEE or its duly authorized agents, employees or representatives, or (b) sell, transfer, convey, assign, pledge, hypothecate, or otherwise dispose of this Agreement of this Lease or the LESSEE's interest or rights therein in whole or in part.

17.2. The LESSOR may sell, transfer, convey, assign, pledge, hypothecate, or otherwise dispose of its right hereunder in whole or in part without notice to the LESSEE and the LESSEE hereby agrees to be bound by such assignment or conveyance according to its terms. The LESSEE hereby further waives any right to raise and/or enforce against any assignee of the LESSOR any claim which the lease may have against the LESSOR.

18. OWNERSHIP, PERSONAL PROPERTY

18.1. The MOTOR VEHICLE is, and shall at all times be and remain, the sole and exclusive property of the LESSOR, and no title shall pass to the LESSEE by virtue of this Agreement. The MOTOR VEHICLE shall be registered in the name of the LESSOR and any certificate or document of title issued pursuant to such registration shall accordingly be in the name of the LESSOR. Plates, labels or other markings, shall throughout the term of the Lease, be permanently affixed or placed and maintained at the prominent and conspicuous place on the MOTOR VEHICLE by the LESSEE indicating the LESSOR's ownership of the MOTOR VEHICLE.

18.2. The LESSOR may, at its option, title the MOTOR VEHICLE in the name of assignee, trustee or in any other person or entity named by it instead of in its name, with the same force and effect as though the MOTOR VEHICLE were titled in the name of the LESSOR and without any way affecting the rights of the LESSOR under this Agreement.

18.3. The LESSEE agrees that it shall not affix the MOTOR VEHICLE nor permit the same to be affixed in such way as to render it part of the realty and shall notify the LESSEE's landlords, mortgagees, insurers and all others who may have an interest in , or claim against the premises where the MOTOR VEHICLE is to be located. Any removal from such premises shall be at the LESSEE's risk and expense.If such premises are presently leased or to be leased, the LESSEE shall immediately notify the LESSOR and shall give such notice or obtain such waiver as shall lawfully avoid any landlord's lien on the MOTOR VEHICLE.

18.4. The LESSEE shall also give the LESSOR immediate notice of any attachment, levy or seizure or other judicial process, affecting THE MOTOR VEHICLE, and shall advice the LESSOR of the exact location of the MOTOR VEHICLE.

19. DIVISIBILITY OF CONTRACT – This Contract shall be divisible and separable; consequently, any provision, stipulation, or portion hereof of which may be declared void and unenforceable by final judgement of competent court shall not affect the validity and/or enforceability of the other provisions, stipulation or portions not affected by the declaration. This Contract shall be construed in accordance with the pertinent provisions on lease in the Civil Code of the Philippines (Republic Act No. 386) and all laws applicable to LESSOR and LESSEE except those inconsistent with the valid stipulations under this Contract.The obligations of the LESSOR hereunder shall be suspended to the extent that it is hindered or prevented from complying herewith because of strikes, lockouts, war, Acts of God, fires, storms, accidents, governmental regulations or other acts beyond its control. No obligations of the LESSOR hereunder shall survive the term specified therefor; the obligations of the LESSEE hereunder shall continue and such permissive use shall not be construed as a renewal of the term thereof nor as a waiver of any right or a continuation of any obligations of the LESSOR hereunder, and the LESSOR may take possession of any such MOTOR VEHICLE at any time. The cancellation or termination of this Contract or the lease of any equipment shall not release the LESSEE from any obligation to the LESSOR which may have accrued in the meantime before said cancellation or termination or which may have arisen by virtue hereof.

20. JOINT AND SEVERAL OBLIGATION – If there is more than one LESSEE or if a Surety or Sureties sign this Contract or other instrument for the purpose of securing the obligation of the LESSEE to the LESSOR, it is understood that the liability of each and all of them is joint and several with that of the principal LESSEE. That as further security for the herein leasing or which may hereafter be granted by the LESSOR, the herein LESSEE and his Surety or Sureties hereby agree to grant the herein LESSOR, the right to retain and likewise the right to have lien upon any and all monies, personal and real properties and/or proceeds thereof, which have been or may hereafter be deposited or given as security for such leasing by or for the account of the herein LESSEE. The LESSEE and his Surety or Sureties authorize and empower the LESSOR or any of its subsidiaries or affiliates, without need of notice to the LESSEE or its Surety or Sureties, to apply as payment of the obligations under this Contract all or whatever funds, securities an properties belonging to the LESSOR or on deposit or in the possession or control or otherwise, with the LESSOR or any of its subsidiaries or affiliates, whether individual, joint or in trust for.

21. VENUE OF LEGAL ACTION AND ATTORNEY’S FEES – Any legal action to enforce payment or any provision of this Contract shall, at the sole option of the LESSOR, be exclusive brought before any court in National Capital Judicial Region, or in any city or municipality where the LESSOR has an office. The LESSEE hereby waives any other venue. If it becomes necessary for the LESSOR to refer any matter herewith to an attorney for the enforcement of any right or remedy arising therefrom, the LESSEE hereby agrees to pay an amount equivalent to twenty-five percent (25%) of the outstanding balance under this Contract or TWENTY THOUSAND PESOS (P20,000.00) whichever is higher, as and by way of attorney's fees and to pay such legal costs and other expenses of litigation as the LESSOR may incur in enforcing its rights.

22. SUBMISSION OF DOCUMENT/S, CONSENT AND WAIVER OF RIGHT/S— The LESSEE hereby undertake to submit His/Her Income Tax Return (ITR), with Bureau of Internal Revenue (BIR) stamp, latest Audited Financial Statement with BIR Stamp, and Latest General Information Sheet (GIS for corporate account) with Securities and Exchange Commission (SEC) Stamp, if applicable, to the LESSOR immediately upon demand. And for this purpose, LESSEE hereby waive His/Her right/s and/or privilege/s of the confidentiality of His/Her information herein above indicated, and authorize/give consent to and in favor of the LESSOR, its affiliates, subsidiaries, successor/s and/or assign/s, to conduct random verification with the BIR or any concerned government agency (ies) in order to establish the authenticity of the submitted document/s or paper/s, and/or for the regular submission and disclosure of His/Her credit data or information, as defined under RA 9510 and its Implementing Rules & Regulations (IRR), to Credit Information Corporation (CIC), and hereby agree to hold the LESSOR, its affiliates, subsidiaries, successor/s and/or assign/s., any of its directors, officers and/or employees, free and harmless from whatever liabilities that may arise as a result of such transfer and/or disclosure.

LESSEE likewise waive His/Her right/s and/or privilege/s under “Secrecy of Bank Deposit (R.A. 1405); Foreign Currency Deposit Act (RA 6426) and General Banking Law (RA8791) as amended, and other confidentiality and/or data privacy laws and/or rules pertaining to His/Her loan/credit facility/lease transaction with LESSOR, its affiliates, subsidiaries, successor/s and/or assign/s.

In addition to the foregoing, LESSEE hereby authorize and give full consent to the LESSOR to do any or all of the following:

- a) Collection and processing of information which shall include the use, loading and consolidation;
- b) Outsourcing of the processing of Information to service providers, whether within or outside the Philippines or engagement of service providers/external parties by the LESSOR, whether based within or outside the Philippines and such other persons or entities that LESSOR may deem necessary or appropriate for whatever purpose/s including collection, marketing and promotions.
- c) Verification or validation of Information from any and all sources and in any reasonable manner, including but not limited to:
 - (i) courts or government or administrative agencies or arbitral tribunals on the status of any case or proceeding to which I/we is/are party/ies.
- d) Disclosure and sharing of Information:
 - (i) among subsidiaries, partners and affiliates;
 - (ii) to credit information or investigation companies, credit bureaus (including, but not limited to, the Credit Information Corporation (CIC) pursuant to Republic Act No. 9510 and its implementing rules and regulations), financial institutions, consumer reporting or reference agencies, credit protection provider , brokers, insurers, underwriters;
 - (iii) to any judicial, governmental, supervisory, regulatory or equivalent body of the Philippines or other jurisdictions;

LESSEE hereby hold the LESSOR and its officers free and harmless from any and all liabilities, claims, damages and suits of whatever kind and nature, that may arise in connection with the implementation and compliance with the authorization conferred hereunder.

23. CAPTIONS – The captions in this Contract are for the convenience of reference only and shall neither define nor limit any of the terms or provisions hereof nor constitute and aid in the interpretation of this instrument.

24. INTEGRITY OF THE CONTRACT – This Contract embodies the entire agreement of the parties, and shall supersede any expressions of intent or understanding with respect to this transaction and no representation shall be deemed to have been made other than set forth herein.

25. LOSS AND DAMAGE – It is principle of this Contract that while the legal ownership of the MOTOR VEHICLE, with all the rights consequent thereto are retained by the LESSOR, the risk of loss of the MOTOR VEHICLE, and any liability arising from the ownership, operation and/or possession thereof over and above those compensated by insurance, are hereby transferred to and assumed by the LESSEE. No loss or damage to the MOTOR VEHICLE or any part thereof shall impair any obligation of the LESSEE under this Contract, which shall continue to be in full force and effect. The LESSEE shall give the LESSOR written notice of any such events immediately after the occurrence thereof.

In the event of loss or damage of any kind whatsoever to the MOTOR VEHICLE and without prejudice to the full continuance of this Lease, the LESSEE, at the option of the LESSOR, shall at the LESSEE's sole expense:

- a) Place the MOTOR VEHICLE in good repair, order and working condition, or
- b) Replace the same with like MOTOR VEHICLE in good repair, order and working condition, or
- c) If the same is determined by the LESSOR to be lost, stolen, destroyed or damaged beyond repair, the LESSEE, shall pay the LESSOR in cash the outstanding lease contract receivable plus the corresponding interest on rentals in arrears and market value, if there be any, and upon such payment, the Contract shall terminate with respect to such item of MOTOR VEHICLE so paid for and the LESSEE thereupon shall become entitled to such item of MOTOR VEHICLE as is, where is, without warranty, express or implied, with respect to any matter whatsoever.

26. LEASE RENTAL ADJUSTMENT – The agreed monthly lease rental specified herein shall be increased or decreased if during the term of the Lease Contract there are changes in the LESSOR's overall cost of funding or as a result any special reserve requirements, credit risk, exchange rate fluctuations and changes in the financial market. The LESSEE shall be notified of the increase, which shall take effect on the succeeding rental payment immediately following such notice. Should there be a disagreement as to lease rental adjustments, the LESSEE shall also inform the LESSOR in writing and within 30 days from receipt of the LESSOR's notice of lease rental adjustments prepay the leasing obligation in full, together with accrued lease rental and all other charges which may be due thereon except for prepayment penalty. If the LESSEE fails to prepay the said obligation as herein provided, LESSOR may, at its option, consider the obligation under the Leasing Contract as due demandable, unless formally advised by the LESSEE is agreeable to the adjusted lease rental.

27. SUCCESSION – This Contract shall inure to the benefit of and be binding upon the parties herein and their respective heirs, executors, administrators, successors and permitted assigns.

DISCLOSURE STATEMENT OF FINANCIAL LEASE TRANSACTION

(As required under R.A. 3765, Truth Lending Act and/or R.A 7394, Consumer Act of the Philippines, whenever applicable)

Name of Lessee: **DELMO, ROCHELLE TIBURCIO**

CO-LESSEE, if any: **DELMO, AIZA MARIE TIBURCIO**

Address(es): **223 PILONDORA STREET LIANG, MALOLOS, BULACAN, PHILIPPINES**

1. PRICE OF MOTOR VEHICLE

2. Less: Cash Deposit

3. Lease Base

4. Non-Finance Charges (Advanced by Creditor/Lessor)

a. Insurance Premium

b. Documentary Stamp Tax

Total Non-Finance Charges

5. Amount to be Financed

6. Finance Charges

a. Interest

b. Lease Handling Fee

e. Other charges Incidental to the Extension of Credit (Specify)

Total Finance Charges

7. Effective Interest Rate P.A.(Interest and Other Charges)

Php

618,000.00

300,000.00

318,000.00

7,739.00

10,124.00

318,000.00

160,380.00

2,000.00

162,380.00

20.44%

The effective interest rate is higher than the contractual interest

rate of **18.63%** because of item 4 deductions above.

8. Payment

a. Single Payment Due on

b. Installment Payments

60

monthly payment of

7,973.00

PLUS lump sum payment of

N/A

on

N/A

Lease Schedule

Period	Loan	Principal	Interest	MI	OutPrin	OB	Period	Loan	Principal	Interest	MI	OutPrin	OB	Period	Loan	Principal	Interest	MI	OutPrin	OB
1	478,380.00	3,359.96	4,613.04	7,973.00	318,000.00	470,407.00	21	318,920.00	4,481.56	3,491.44	7,973.00	240,681.97	310,947.00	41	159,460.00	5,977.58	1,995.42	7,973.00	137,553.90	151,487.00
2	470,407.00	3,408.70	4,564.30	7,973.00	314,640.04	462,434.00	22	310,947.00	4,546.58	3,426.42	7,973.00	236,200.40	302,974.00	42	151,487.00	6,064.30	1,908.70	7,973.00	131,576.32	143,514.00
3	462,434.00	3,458.14	4,514.86	7,973.00	311,231.35	454,461.00	23	302,974.00	4,612.53	3,360.47	7,973.00	231,653.83	295,001.00	43	143,514.00	6,152.27	1,820.73	7,973.00	125,512.02	135,541.00
4	454,461.00	3,508.31	4,464.69	7,973.00	307,773.20	446,488.00	24	295,001.00	4,679.44	3,293.56	7,973.00	227,041.30	287,028.00	44	135,541.00	6,241.52	1,731.48	7,973.00	119,359.75	127,568.00
5	446,488.00	3,559.20	4,413.80	7,973.00	304,264.89	438,515.00	25	287,028.00	4,747.32	3,225.68	7,973.00	222,361.85	279,055.00	45	127,568.00	6,332.06	1,640.94	7,973.00	113,118.24	119,595.00
6	438,515.00	3,610.83	4,362.17	7,973.00	300,705.69	430,542.00	26	279,055.00	4,816.19	3,156.81	7,973.00	217,614.53	271,082.00	46	119,595.00	6,423.91	1,549.09	7,973.00	106,786.18	111,622.00
7	430,542.00	3,663.21	4,309.79	7,973.00	297,094.85	422,569.00	27	271,082.00	4,886.06	3,086.94	7,973.00	212,798.34	263,109.00	47	111,622.00	6,517.10	1,455.90	7,973.00	100,362.26	103,649.00
8	422,569.00	3,716.36	4,256.64	7,973.00	293,431.64	414,596.00	28	263,109.00	4,956.94	3,016.06	7,973.00	207,912.28	255,136.00	48	103,649.00	6,611.64	1,361.36	7,973.00	93,845.16	95,676.00
9	414,596.00	3,770.27	4,202.73	7,973.00	289,715.28	406,623.00	29	255,136.00	5,028.84	2,944.16	7,973.00	202,955.35	247,163.00	49	95,676.00	6,707.55	1,265.45	7,973.00	87,233.52	87,703.00
10	406,623.00	3,824.96	4,148.04	7,973.00	285,945.02	398,650.00	30	247,163.00	5,101.79	2,871.21	7,973.00	197,926.51	239,190.00	50	87,703.00	6,804.86	1,168.14	7,973.00	80,525.97	79,730.00
11	398,650.00	3,880.45	4,092.55	7,973.00	282,120.06	390,677.00	31	239,190.00	5,175.80	2,797.20	7,973.00	192,824.71	231,217.00	51	79,730.00	6,903.57	1,069.43	7,973.00	73,721.11	71,757.00
12	390,677.00	3,936.74	4,036.26	7,973.00	278,239.61	382,704.00	32	231,217.00	5,250.88	2,722.12	7,973.00	187,648.91	223,244.00	52	71,757.00	7,003.72	969.28	7,973.00	66,817.54	63,784.00
13	382,704.00	3,993.85	3,979.15	7,973.00	274,302.88	374,731.00	33	223,244.00	5,327.06	2,645.94	7,973.00	182,398.03	215,271.00	53	63,784.00	7,105.32	867.68	7,973.00	59,813.83	55,811.00
14	374,731.00	4,051.78	3,921.22	7,973.00	270,309.03	366,758.00	34	215,271.00	5,404.33	2,568.67	7,973.00	177,070.97	207,298.00	54	55,811.00	7,208.39	764.61	7,973.00	52,708.51	47,838.00
15	366,758.00	4,110.56	3,862.44	7,973.00	266,257.25	358,785.00	35	207,298.00	5,482.73	2,490.27	7,973.00	171,666.64	199,325.00	55	47,838.00	7,312.96	660.04	7,973.00	45,500.12	39,865.00
16	358,785.00	4,170.19	3,802.81	7,973.00	262,146.69	350,812.00	36	199,325.00	5,562.27	2,410.73	7,973.00	166,183.91	191,352.00	56	39,865.00	7,419.04	553.96	7,973.00	38,187.17	31,892.00
17	350,812.00	4,230.68	3,742.32	7,973.00	257,976.50	342,839.00	37	191,352.00	5,642.95	2,330.05	7,973.00	160,621.64	183,379.00	57	31,892.00	7,526.66	446.34	7,973.00	30,768.13	23,919.00
18	342,839.00	4,292.05	3,680.95	7,973.00	253,745.82	334,866.00	38	183,379.00	5,724.81	2,248.19	7,973.00	154,978.69	175,406.00	58	23,919.00	7,635.85	337.15	7,973.00	23,241.46	15,946.00
19	334,866.00	4,354.32	3,618.68	7,973.00	249,453.77	326,893.00	39	175,406.00	5,807.86	2,165.14	7,973.00	149,253.87	167,433.00	59	15,946.00	7,746.62	226.38	7,973.00	15,605.61	7,973.00
20	326,893.00	4,417.48	3,555.52	7,973.00	245,099.45	318,920.00	40	167,433.00	5,892.11	2,080.89	7,973.00	143,446.01	159,460.00	60	7,973.00	7,858.99	114.01	7,973.00	7,858.99	0.00

TOTAL:

Principal

318,000.00

Interest

160,380.00

MI

478,380.00

9. Additional Charges in case certain stipulations in the CONTRACT ARE NOT MET BY THE LESSEE:

a) Late Penalty Charge of 5% per month on overdue obligation

b) Attorney's Fee of 25% of Sum Due

c) Liquidated Damages (Rentals for the Remaining Term)

d) Collection/ Recovery Charges

e) Breakage Cost

f) Others

LESSEE/s ACKNOWLEDGE/s RECEIPT OF A COPY OF THIS STATEMENT PRIOR TO THE CONSUMMATION OF THE CREDIT TRANSACTION AND THE LESSEE/s UNDERSTAND/s AND FULLY AGREES TO THE TERMS AND CONDITIONS THEREOF. I/WE further acknowledge that I/WE have carefully read and understood all the foregoing stipulations stated in the Contract of Lease.

DELMO, ROCHELLE TIBURCIO

534

LESSE

Civil Status: Single

DELMO, AIZA MARIE TIBURCIO

534

SPOUSE/CO-LESSEE

Civil Status: Married

TOYOTA FINANCIAL SERVICES PHILIPPINES CORP.

LESSOR

By: **\$(tfsph_sig)**

(Signature of Lessor/Authorized Representative over Printed Name)

DFGF

34

WITNESS

ERT

543

WITNESS

REPUBLIC OF THE PHILIPPINES)
) S S.

BEFORE ME, the undersigned Notary Public for and in _____ this _____, personally appeared:

NAMES

TOYOTA MARILAO, BULACAN, INC.

DELMO, ROCHELLE TIBURCIO

DELMO, AIZA MARIE TIBURCIO

GOVERNMENT ISSUED I.D.

DEALERTINX

54

345

DATE/PLACE ISSUED

10/18/2019

11/25/2019

known to me and to me know to be the same persons who signed and executed the foregoing Contract of Lease consisting of four (4) pages, including the page on which this acknowledgement is written, duly signed by them and acknowledge to me that the same are their own free act and deed and those of the entities represented by them.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal this _____ at _____.

Doc. No.:
Page No.:
Book No.:
Series of:

Page 4 of 4

ACCOUNT No. 800009525