

CONTRACT OF LEASE

This Contract of Lease (the "Contract") is made on October 1, 2014 by and between:

- (1) **STA. LUCIA LAND, INC.**, a corporation duly organized and existing under the laws of the Philippines, with principal office address at Penthouse, Building 3, Sta. Lucia Mall, Marcos Highway corner Felix Avenue, Cainta, Rizal, represented in this act by Vice President - Marketing and Mall Operations, **FELIZARDO R. SANTOS**, (hereafter, the "Lessor"); and
- (2) [REDACTED] a corporation duly organized and existing under the laws of the Philippines, with principal office address [REDACTED] represented in this act by General Manager, [REDACTED] (hereafter, the "Lessee").

Whereas:

- (A) Sta. Lucia Land, Inc. (the "Lessor") is the owner of a multi-use commercial building designated and known as Sta. Lucia Mall located at Marcos Highway corner Felix Avenue, Cainta, Rizal (the "Sta Lucia Mall").
- (B) The Lessor has offered to lease a certain portion of the said commercial building.
- (C) The Lessee desires to lease an area within the Sta. Lucia Mall more particularly described in the Basic Lease Term Sheet (the "Term Sheet"), which is attached hereto as Annex "A" and made an integral part hereof (the "Leased Premises").

It is agreed as follows:

1. Lease Period

- 1.1 The Contract shall have an initial term as prescribed in the Term Sheet (the "Lease Period").
- 1.2 This Contract may be renewed or the Lease Period extended upon mutual agreement of the parties, provided that the Lessor's written consent to such renewal or extension is secured at least ninety (90) days prior to the expiration of the Lease Period.
- 1.3 In the event that the parties fail to renew this Contract or to extend the Lease Period as provided in the immediately preceding section, and the Lessor tacitly allows the Lessee to occupy the Leased Premises, the parties hereby acknowledge that such continued occupation by the Lessee shall be deemed on a month-to-month lease which shall be subject to the terms, conditions, and restrictions contained in this Contract.

- 1.4 The provisions of Section 1.3 notwithstanding the continued possession by the Lessee of the Leased Premises without the consent of the Lessor shall entitle the Lessor to collect a monthly rental fee equivalent to one hundred fifty percent (150%) of the Basic Rent (as defined in the Term Sheet), without prejudice to any right or remedy available to the Lessor in this Contract or by virtue of any applicable law, rule or regulation, including the institution of ejectment proceedings and the collection of damages.

2. Use of Leased Premises

- 2.1 The Lessee shall use the Leased Premises only for the purpose and under the name and style indicated in Term Sheet. Accordingly, the Lessee:
 - (a) shall not use the Leased Premises for any purpose, or add to or subtract from the products or services specified in the Term Sheet, whether on a temporary or permanent basis, without the prior written consent of the Lessor;
 - (b) shall allocate and use such portion of the Leased Premises for office or administrative purposes as may from time to time be reasonably required by the Lessor, but in no case to exceed an area equivalent to ten percent (10 %) of the total area of the Leased Premises;

- (c) shall not perform or permit any public or private auction, fire sale, bankruptcy sale, closing out sale or any similar activity without the prior written consent of the Lessor;
- (d) shall not adopt or use any sales promotion device or practice which may tend to deceive the public or which may directly or indirectly tend to detract from or impair the reputation or dignity of the business and good reputation of the Lessor; and
- (e) shall not do or permit to be done in or about the Leased Premises any act that is contrary to law, morals or good customs, or which will pose a threat to life or property;

2.2 The Lessee shall store in the Leased Premises only such goods, products or articles reasonably necessary for the use specified in the Term Sheet. Accordingly, the Lessee shall not:

- (a) bring in to or store anything of highly inflammable nature, explosive materials or install therein any apparatus, machinery or equipment which may cause obnoxious odor, tremors or noise, or expose the Leased Premises to fire or increase the fire hazard of the Sta. Lucia Mall, or any other article which the Lessor may reasonably prohibit; or
- (b) install any loud speaker or device on the roof or exterior walls of the Sta. Lucia Mall or on any part of the Leased Premises, or allow disturbing or noisy activities to be carried on therein.

2.3 Any violation by the Lessee of the provisions of Section 2.1 or 2.2 shall, in addition to other remedies prescribed in this Contract, entitle the Lessor to:

- (a) terminate the Contract;
- (b) compel the Lessee to cease from carrying out the prohibited activity or activities, in addition to such other rights or remedies available to the Lessor in this Contract;
- (c) an indemnity for any and all damages incurred by the Lessor or its tenants by reason of or in connection with such act; and
- (d) an indemnity for any cost, expenses or liability arising from or in connection with any increase in the rate of insurance premiums payable by the Lessor, as the case may be.

2.4 Nothing in this Contract shall be construed to preclude the Lessor from leasing other portions of the Sta. Lucia Mall for uses similar or identical to those specified in the Term Sheet.

2.5 The Lessor shall have the right to require the Lessee to remove any display or promotional matter or any displayed merchandise which the Lessor considers to be improper or inappropriate for the general appearance or presentation of the Leased Premises.

2.6 The use and occupancy of the Leased Premises shall include the right, jointly with other tenants, to the use of common areas adjacent to the Leased Premises reasonably necessary for entrance to and exit from the Leased Premises, stairs, ramps, common restrooms and such other facilities for common use. This Contract does not extend to the outside portion of the Leased Premises and the corridors and hallways of the Sta. Lucia Mall, and no merchandise or property of the Lessee shall be placed therein. The Lessor shall have the right, in addition to other remedies under this Contract, to remove or cause the removal of any such merchandise or property at the Lessee's cost.

3. Rental Fee

3.1 For the use and occupancy of the Leased Premises, the Lessee shall pay to the Lessor the rental fees prescribed in the Term Sheet (hereafter collectively referred to as "Rental Fees").

3.2 The Lessee shall pay the Rental Fees up to the last day of the following month to which the relevant monthly statement of account corresponds ("Payment Period"), at the office of the Lessor without need of demand.

3.3 The Lessor shall cause the delivery to the Lessee of a monthly rental statement of account ("Account Statement") within the first five (5) days of each month. In case of delay by the Lessor in the delivery of Account Statement, it shall be the obligation of the Lessee to verify the amount of rent due and pay the Rental Fees within the Payment Period. In no case shall any delay in the delivery of the Account Statement be a ground for late or non-payment by the Lessee of the Rental Fees.

3.4 The Lessee shall be entitled to a prompt payment discount equivalent to 2% of the Basic Rent and Percentage Rent (as defined in the Term Sheet) if the Rental Fees are paid within the first eleven (11) days of the month.

- 3.5 As used in the Term Sheet, the term "Gross Sales" includes the total amount of all sales and other revenues from all business conducted in, upon or from the Leased Premises, whether such sales or revenues are effected by or through cash, check, credit card, charge account, exchange or otherwise, without regard as to whether or not collection is made of the amount for which credit was given, and shall include, without limitation, the total gross amount received or accrued for the sale of food, beverages, goods, wares and merchandise, the total amount received or accrued for business conducted in, upon or from the Leased Premises, together with the amount of all gift certificate or orders taken filled or taken from the Leased Premises or elsewhere and whether such sales be made by means of merchandising or other vending devices or machines or any other device in or upon the Leased Premises, transfer of merchandise to another branch shall be considered as deemed sales and therefore also included in the term as gross sales. Any transactions on installment basis, including without limitation any "lay away" sale, shall be treated as a sale for the full price reckoned at the time such food, beverages, goods, wares or merchandise was invoiced to the customer, irrespective of the time of payment or when title passes.

If any one or more departments or other divisions of the Lessee's business should be conducted by any person, firm or corporation other than the Lessee, then there shall be included within the term "Gross Sales" all of the gross sales of such departments or divisions in the same manner and with the same effect as if the business or sales of such departments or divisions had been conducted by the Lessee.

"Gross Sales" shall further include any sale of any product or service advertised by the Lessee as being available at the premises, whether made at or off the Leased Premises, and any sale of any product or service by any employee, agent or contractor of the Lessee, employed at or from the premises or who is supervised or directed by the Lessee, or any employee or agent of the Lessee at the Leased Premises. The parties agree that "Gross Sales" shall also include the sales of any outside or traveling salesman of the Lessee, including the jobbers and independent agents, when such salespersons are supervised by or must report their activities and sales to Lessee at the Leased Premises.

"Gross Sales" shall not be discounted or reduced on account of coupons, meal allowances, closing discounts, employees discounts, and or manager's discounts and other form of discounts or other promotional evidences of credit received by the Lessee towards the purchase, lease or exchange of merchandise or services, nor shall there be deducted any fee, service charge or discount paid to any credit card or other credit extending agency; provided, that there shall be deducted from the "Gross Sales" the lesser of the sales price or credit allowed in lieu of reimbursement, provided that the sales price of the merchandise delivered to the customers in any exchange shall be included in "Gross Sales".

"Gross Sales" shall not include the amount of any sales, gross, excise, or gross receipt tax imposed by any municipal or government authority directly on sales collected from customers, provided that the amount thereof is added to the selling price or absorbed therein and actually paid by the Lessee to such government authority, and that the Lessee shall specifically set forth the amount of any such tax as well as the nature thereof in its sales reports to the Lessor.

Charges for Common Usage and Service Area

- 4.1 Within the Payment Period, the Lessee shall pay to the Lessor the Lessee's share in the maintenance and operating costs of Common Usage and Service Areas of the Sta. Lucia Mall ("CUSA"), including such common facilities, utilities and services as the Lessor may reasonably determine, such as but not limited to administrative and overhead expenses, sanitation and garbage expenses, cost of repairs and maintenance of common equipment and facilities ("CUSA Charges").
- 4.2 Any temporary interruption in any facility or service covered by the CUSA Charges shall not relieve the Lessee of any of its obligations under this Contract, including the obligation to pay the Rental Fees and the CUSA Charges. Neither will such temporary interruption result in any liability on the part of the Lessor, provided that the Lessor shall use reasonable efforts to promptly restore such facility or service.
- 4.3 In case the Lessee fails to pay the CUSA Charges within the Payment Period, the Lessor shall be entitled to cut off all or part of any utility, facility or service provided to the Lessee, in addition to any other right or remedy available to the Lessor in this Contract.
- 4.4 The parties agree that the use and enjoyment of parking and other areas, dedicated to common use is not exclusive to the Lessee. The use by the Lessee, its employees or customers of such areas shall be subject to such regulations that the Lessor may from time to time adopt, including the collection of funds needed for the major improvements to CUSA.

5. Security Deposit

- 5.1 Immediately upon the execution of this Contract, the Lessee shall deposit with the Lessor a security deposit equal to six (6) months Basic Rent as security for the full and faithful compliance by the Lessee of the terms and conditions of this Contract. If at anytime during the term of this lease the Basic Rent is

increased, Lessee shall deposit upon demand, such additional sum as shall be necessary to bring the Security Deposit to a level equal to six (6) months of the current Basic Rent. The Lessor shall not be required to keep the Security Deposit separate from its general fund and Lessee shall not be entitled to any interest thereon.

5.2 Within sixty (60) days after the expiration of the Lease Period and subject to the provisions of Section 5.3, the Security Deposit shall be:

- (a) returned to the Lessee without interest after the Lessee shall have vacated and returned the Leased Premises to the Lessor; or
- (b) applied to unpaid rentals and such other fees and charges (if any) due and owing to the Lessor under this Contract, including any damage to the Leased Premises caused by the Lessee; provided that should the Security Deposit be sufficient, the Lessee shall be further liable to pay and answer for the balance.

5.3 The Security Deposit shall be forfeited in favor of the Lessor should any of the following events occur:

- (a) The Lessee terminates this Contract for any cause prior to the expiration of the Leased Period;
- (b) The Lessee fails to commence store operations on or before agreed commencement date
- (c) In case of abandonment as provided in Section 14; or
- (d) The Lessor terminates this Contract pursuant to Section 19.1.

6. Interest

6.1 In case the Lessee fails to make payment of any amount payable under this Contract when due, the Lessee shall pay interest equivalent to three percent (3%) per month until the unpaid amount and the interest due thereon shall have been paid in full by the Lessee. For purposes hereof, a fraction of a month shall be considered as one full month.

6.2 The parties agree that payment by the Lessee of any interest shall be without prejudice to any other right or remedy available to the Lessor in this Contract.

7. Payment and Taxes

7.1 Unless otherwise specified by the Lessor in writing, all payments to be made by the Lessee under this Contract shall be made out to Sta. Lucia Land, Inc.

7.2 Any and all payments made by the Lessee under this Contract, whether of the principal amount due or by way of interest or penalties, shall be made free and clear and without any deduction or withholding on account of any taxes (including, without limitation VAT and withholding taxes), all of which shall be for the account of the Lessee. In the event that the Lessor shall be required to pay for such taxes, or if the Lessee shall be required to make any deduction or withholding in respect of such taxes from any payment hereunder, all amount due and owing to the Lessor under this Contract shall be increased as will result in the receipt by the Lessor, after such deduction, withholding or payment, of the amount that would have been received if such deduction, withholding or payment has not been required.

7.3 All payments made by the Lessee under this Contract shall be applied in the following order, as may be applicable:

- (a) Security Deposit
- (b) Interest
- (c) Other Charges
- (d) CUSA Charges
- (e) Electricity and Air-conditioning Charges
- (f) Rental Fees

7.4 The Lessee guarantees faithful compliance with all applicable laws, rules and regulations in respect of any and all applicable taxes, fees and charges. The Lessee undertakes to regularly submit to the Lessor the corresponding BIR Certification of Withholding Tax payments pertinent to the Rental Fees paid

by the Lessee for the relevant quarter, duly certified by the Lessee's accountant, within twenty (20) days after the end of each quarter. Failure by the Lessee to submit such certification shall be considered a material breach hereof and a ground to terminate this Contract, without prejudice to the right of the Lessor to collect the corresponding amount from the Lessee.

- 7.5 All taxes in respect of the execution and delivery of this Contract or any renewal hereof, including documentary stamp tax ("DST"), shall be for the account of the Lessee. Immediately upon execution of this Contract, the Lessee shall remit to the Lessor the amount specified in the Term Sheet for payment by the Lessor of the DST due on the execution of this Contract.

8. Contested Account Statement

- 8.1 In the event the Lessee finds any error in the Account Statement, the Lessee shall pay the full amount indicated therein within the Payment Period, and notify the Lessor in writing of such error within fifteen (15) days from receipt thereof. The Account Statement shall be deemed to be correct and accurate for all intents and purposes, and the amount appearing therein deemed fully payable by the Lessee, should the Lessee fail to deliver such written notice within the said fifteen (15) day period.
- 8.2 Should the Lessor acknowledge the error, any change in the relevant fee or charge shall be reflected in the immediately succeeding Account Statement.

9. Accounting and Reporting of Sales

- 9.1 Within the first three (3) days after the end of each month, the Lessee shall furnish and deliver to the Lessor a written statement certified by the Lessee's authorized representative setting forth the total Gross Sales made by the Lessee in, upon or from the Leased Premises during the immediately preceding month.
- 9.2 Within thirty (30) days after the end of each calendar year, the Lessee shall furnish the Lessor a written statement certified by the Lessee's authorized representative setting forth the total Gross Sales for the year itemized in months, made in, upon or from the Leased Premises during the immediately preceding year.
- 9.3 Failure by the Lessee to provide any required accounting statement shall be a material breach of this Contract which shall entitle the Lessor to terminate this Contract in accordance with Section 19.1, in addition to such other rights or remedies available to the Lessor as provided in this Contract.
- 9.4 The Lessee shall maintain books of accounts and other business records, and shall preserve the same for audit purposes. The Lessee shall coordinate with the Lessor's auditing department for the purpose of establishing an accounting system compatible with the Lessor's. In case the Lessee operates other branches, it shall keep separate records of its sales derived from the Leased Premises, such as receipts and other books of accounts.
- 9.5 The Lessee shall keep all invoices, sales summaries of official reports, cash register tapes, books of accounts such as but not limited to the general ledger, cash receipt books and sales books, supporting papers and other business records as the Lessor may deem reasonable and necessary for verification of the Lessee's Gross Sales. Such records shall be preserved for a period of three (3) years. Further, the Lessor has released Tenant Circular #06-024, to address in this case, provision for penalty for non-presentation of these supporting documents necessary in the course of audit.
- 9.6 The Lessee shall allow authorized representatives of the Lessor to inspect its records during reasonable business hours.
- 9.7 In the event the Lessor adopts an electronic recording and/or processing system to monitor the sales and operations of its tenants, the Lessee agrees to (a) use and install, at its expense, such communication cables, generators and other equipment as may be required to connect its own recording and/or processing system to the Lessor's; (b) adopt such recording and documentation methods and procedures as shall be compatible with the Lessor's; and (c) subscribe and adhere at all times to the prescribed preventive maintenance scheme for the repair and servicing of any of the aforementioned equipment.
- 9.8 All transactions shall be faithfully and accurately recorded and supported by appropriate sales invoices. All supporting invoices and documentation shall be preserved for examination by auditors. Any willful misrepresentation or dishonesty in the invoicing and recording any transaction by the Lessee, its agents, employees or representatives, shall entitle the Lessor to terminate this Contract, without prejudice to such other rights or remedies available to the Lessor in this Contract.
- 9.9 The Lessor may, at its option, provide its own personnel to act as invoicer or cashier for the Lessee. Should the Lessor exercise this option, the Lessee shall reimburse the Lessor the salaries, wages and other costs related to the employment of such personnel.

10. Utilities

10.1 Emergency Power

In the event of a power failure, the Lessor shall provide one (1) watt per square meter of power which shall be strictly used for lighting purposes only.

10.2 Air-conditioning

- (a) Except to the extent that the same may be separately metered or separately supplied to the Leased Premises, or as may otherwise be agreed upon by the parties, the Lessor shall endeavor to furnish the Leased Premises during reasonable business hours, subject to the House Rules and Regulations of the Sta. Lucia Mall (the "House Rules"), a copy of which is attached hereto as Annex "B" and incorporated herein by reference, a centralized air-conditioning service for the comfortable use and occupation of the Leased Premises at the rate prescribed in the Term Sheet.
- (b) The Lessee shall not, without prior written consent of the Lessor, install and maintain separate air-conditioning units or systems other than those previously agreed upon by the parties.

10.3 Electricity

- (a) Electricity to the Leased Premises shall be supplied by the Lessor. For this purpose, the Lessor shall install a main meter and provide the Lessee a sub-meter upon payment by the Lessee of a refundable deposit equivalent to the cost of such sub-meter.
- (b) The Lessee shall, within the Payment Period, pay to the Lessor costs for its electric consumption on the basis of monthly sub-meter readings. Failure by the Lessee to pay within the Payment Period shall entitle the Lessor to discontinue the supply of electricity and collect a penalty equivalent to three percent (3%) per month until the unpaid amount and the penalty due thereon are fully paid, without prejudice to other rights available to the Lessor in this Contract.
- (c) In the event of disconnection, the Lessee shall pay a reconnection fee in an amount to be prescribed by the Lessor.
- (d) A refundable deposit pertaining to electric bill equivalent to two (2) months average consumption of Lessee shall be required. The same shall increase according to the current average consumption of the Lessee.

10.4 Telephone Utilities

- (a) The Lessee shall provide for its own telephone line.
- (b) The Lessee shall pay the Lessor a nonrefundable amount for the use of inhouse facility.
- (c) Failure by the Lessee to pay any amount one (1) month after the same becomes due and payable to the relevant utility company shall be considered a breach of this Contract, and shall entitle the Lessor to terminate this Contract pursuant to Section 19.1.

10.5 Other Utilities

- (a) Where a public utility service is directly contracted for the Lessee, the Lessee shall contract for such service in its own name and shall be solely responsible for the costs thereof.
- (b) Failure by the Lessee to pay any amount one (1) month after the same becomes due and payable to the relevant utility company shall be considered a breach of this Contract, and shall entitle the Lessor to terminate this Contract pursuant to Section 19.1.

11. Operations of the Lessee

- 11.1 In carrying out its operations, the Lessee shall comply at all times with the House Rules, and such other rules and regulations as the Lessor may from time to time adopt.
- 11.2 The Lessee shall conduct business during the days and hours fixed by the Lessor. The Lessee shall be liable for a penalty based on the prevailing rate in case the Lessee opens late or closes early.
- 11.3 The Lessee shall conduct its operations with a level of diligence and efficiency so as to produce maximum Gross Sales, and shall have at all times sufficient merchandise and adequate personnel to serve the

patrons of the Sta. Lucia Mall. The Lessee shall keep display windows and signs (if any) well-lighted during evening hours as shall from time to time be required by the Lessor.

- 11.4 Closure or non-operation without prior written consent of the Lessor shall constitute a material breach of this Contract and shall be a ground for termination. Without prejudice to other rights and remedies provided to the Lessor in this Contract, the Lessee shall be liable for any unauthorized closure based on the prevailing rate.

12. Covenants of the Contract of Lease

12.1 Submission of Plans

- (a) Within the period prescribed by the Lessor, the Lessee shall submit a construction plan for its proposed installations and improvements in and to the Leased Premises, including but not limited to lighting fixtures, floor coverings, signs and billboards and similar installations. All such plans shall comply with the Construction and Renovation Guidelines, a copy of which is attached hereto as Annex "C" hereof and incorporated herein by reference.
- (b) Immediately after the execution of this Contract, the Lessee shall notify the Lessor in writing of the maximum electrical load, the electrical fixtures, appliances and equipment to be used in the Leased Premises.

12.2 Business Permits and Government Regulations

- (a) The Lessee shall, at its own cost and expense, secure such permit and licenses and pay such taxes as may be required by the national and/or local government in connection with the conduct of its business and the use of the Leased Premises.
- (b) The Lessee shall furnish the Lessor copies of such permits and licenses, or any renewal thereof, not later than fifteen (15) days from the date the Lessee commences operations or from the date such permits or licenses are required to be renewed by law, as the case may be.
- (c) The Lessee shall faithfully and diligently comply with all applicable laws, rules and regulations and ordinances, including, without limitation, such laws, rules, regulations and ordinances in respect of the use, occupancy and sanitation of the Leased Premises.

12.3 Signs and Advertisements

- (a) The Lessee shall put up and maintain at its own cost and expense the required business sign, the size, color and design of which shall be approved in writing by Lessor. The same shall be installed by the Lessee at designated place before the Lessee commences store operations. Failure by the Lessee to install the required sign(s) within the period prescribed herein shall entitle the Lessor to install the proper sign(s) at the Lessee's cost and expense.
- (b) The Lessee shall not affix, hang, inscribe or paint any notice, signs, streamer or other medium within or outside the Leased Premises without the prior written or approval of the Lessor. The Lessor shall remove and/or destroy summarily any such unauthorized signs or materials without incurring any liability whatsoever.
- (c) The Lessee shall use as its advertised business address the name and address of "Sta. Lucia Mall". The Lessee's trade name set out in this Contract shall not be changed without the prior written consent of the Lessor. The Lessee shall not use the names "Sta. Lucia" or "Sta. Lucia Mall" in any confusing, detrimental or misleading manner. Upon the termination of this Contract or the expiration of the Lease Period, the Lessee shall cease to use the aforementioned names in any manner.



12.4 Care of the Leased Premises

- (a) The Lessee shall, at its expense, maintain the Leased Premises in a clean and sanitary condition, free from noxious odors, disturbing noises or other nuisances. The Lessee shall dispose of garbage, rubbish or waste materials through means and at venues prescribed by the Lessor.
- (b) The Lessee shall not drive nails, screws, hooks or other abutments on or into walls, frames or other portions of Leased Premises or in any other manner deface or damage any part thereof. Any damage caused by the Lessee may be repaired by the Lessor for the account of the Lessee.
- (c) Upon the termination of this Contract or the expiration of the Lease Period, the Lessee shall return the Leased Premises and the fixtures therein in as good a condition as reasonable wear and tear will permit.


12.5 Repairs

- (a) The Lessor shall be responsible for major repairs which affect the structure of the Leased Premises or the Sta. Lucia Mall. The Lessee shall allow access to the Lessor for the purposes of repairs, remodeling or such other works as may be necessary for the preservation, conservation, improvement or decoration of the Sta. Lucia Mall or any part thereof. No compensation or claims shall be allowed against the Lessor by reason of any inconvenience, annoyance or injury to the Lessee's business by reason of any repair, remodeling or other works.
- (b) The Lessee shall maintain the Leased Premises in good order. It shall be the obligation of the Lessee to make all necessary repairs to the Leased Premises, including the plumbing, mechanical and electrical fixtures therein.
- (c) Any damage or injury to the Leased Premises or to any portion of the Sta. Lucia Mall caused by any act or omission of the Lessee, its employees, agents or representatives, or by any person over whom the Lessee is responsible, shall be the sole responsibility of the Lessee.
- (d) The Lessee agrees to indemnify and hold the Lessor free and harmless from any and all liabilities, claims, damages, costs and expenses, including attorney's fees, arising from or in connection with any act or omission by the Lessee, its employees, agents or representatives in the performance of any and all repairs provided in this Contract.
- (e) Upon failure by the Lessee to undertake the repairs prescribed in this Contract, Lessor may conduct such repairs at the cost and expense of the Lessee.
- (f) The obligation of the Lessee to pay any amount due under this Contract including without limitation the Rental Fees, shall not be affected by the introduction of any repair, including repairs undertaken pursuant to Section 18.

12.6 Alterations and Improvements

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- (a) The Lessee shall not make any alteration, addition or improvement to the Leased Premises without the prior written consent of the Lessor. Any and all such alterations, additions or improvements shall be for the sole and exclusive account of the Lessee. Any alteration, addition or improvement shall be covered by the appropriate construction plans, and shall comply with such rules and regulations which the Lessor may prescribe from time to time.
 - (b) Upon the termination of this Contract or the expiration of the Leased Period, any and all improvements to the Leased Premises shall become the property of the Lessor without any obligation on the part of the Lessor to reimburse the expenses incurred in making such improvements; provided that improvements which are movable by nature and which can be removed without defacing or injuring the Leased Premises shall remain the property of the Lessee. The provisions hereof shall be without prejudice to the right of the Lessor to require the Lessee to restore the Leased Premises to its original condition at the sole cost and expense of the Lessee.
 - (c) The obligation of the Lessee to pay any amount due under this Contract, including without limitation the Rental Fees, shall not be affected by the introduction of any improvement to the Leased Premises.
 - (d) The Lessee shall comply with all applicable laws, rules and regulations in making alterations or introducing improvements to the Leased Premises.
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12.7 Installations, Machineries and Equipment

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- (a) The Lessee may, with prior written consent of the Lessor, undertake such installations as may be reasonably required by its business, provided that such installations will not affect the strength and general structure of the Sta. Lucia Mall.
 - (b) The installation of additional plumbing, electrical appliances or equipment, telephone and teletype machines in the Leased premises shall be for the account and expenses of the Lessee. No machinery, office supplies, effects or other equipment may be brought into or out of the Sta. Lucia Mall without the prior written approval of the Lessor.
 - (c) The Lessee shall at all times cooperate with the representatives of the Lessor during regular inspections. The Lessee shall use only duly licensed engineers in connection with the installation of any electrical or mechanical appliance or equipment.

12.8 Insurance

- (a) The Lessee shall, as its sole cost and expense and during the Lease Period or any renewal thereof, secure for its improvements to the Leased Premises a comprehensive insurance coverage against destruction or damage by fire, lightning and other perils, and comprehensive general liability risks with an insurance company acceptable to the Lessor, in an amount equal to the maximum insurable value thereof, designating both the Lessee and Lessor as joint beneficiaries. In case of loss or damage, all insurance proceeds shall be used for the purpose of restoration or reconstruction of the improvements on the Leased Premises.
- (b) It shall also be the obligation of the Lessee to secure at its expense during the entire Lease Period or any renewal thereof, property insurance coverage over all merchandise, goods and items, including all machineries, furniture and equipment found inside the Leased Premises.
- (c) Copies of the above mentioned insurance policies, and any renewal thereof, shall be furnished the Lessor not later than thirty (30) days after the Lessee actually commences store operations.

12.9 Pest Control

The Lessor shall provide such pest control measures, subject to compensation from the Lessee.

12.10 Inspection

The Lessee shall permit the Lessor or its representatives to enter the Leased Premises during reasonable business hours for the purpose of inspecting the same.

12.11 Confidentiality

- (a) The Lessee agrees to treat as confidential any and all information exchanged between the parties, including the terms and conditions contained herein, the Rental fees, and all other fees and charges payable to the Lessor under this Contract (hereafter, "Confidential Information").
- (b) The Lessee shall not, at any time or under any circumstances, directly or indirectly communicate or disclose any Confidential Information to any person other than the Lessor or its authorized representatives, and the Lessee shall not print, publish, show or make any reference in its invoices or receipts to the Rental Fees and all other fees and charges payable to the Lessor under this Contract.

12.12 Rules and Regulations

The Lessee, its agents, employees or representatives, shall at all times comply with such rules and regulations as the Lessor may from time to time adopt pertaining to the use, occupancy, safety and sanitation of the Leased Premises.

13. Lease, Assignment, Encumbrance and Transfer

13.1 The Lessee shall not, directly or indirectly, assign, sell, transfer, convey, mortgage, or any manner dispose of or encumber its rights and obligations under this Contract, whether in whole or in part, without the prior written consent of the Lessor.

13.2 Any assignment, sale, transfer, conveyance, mortgage or disposition in contravention of Section 13.1 shall be null and void and shall entitle the Lessor to, *inter alia*, terminate this Contract in accordance with Section 19.1.

13.3 The Lessor may assign, convey, mortgage or otherwise encumber its rights and obligations under this Contract to any of its affiliates or subsidiaries upon prior written notice to the Lessee.

14. Abandonment

14.1 In case the Lessee abandons and/or vacates the Leased Premises, or should the Leased Premises remain unoccupied for a continuous period of five (5) days at any time during the Lease Period, the Lessor shall be entitled to lease out the Leased Premises to other parties; provided, that the Lessee shall continue to be liable for Rental Fees and such other fees and charges payable under this Contract for the unexpired portion of the Lease Period.

- 14.2 For purposes of the immediately preceding section, the Lessee hereby appoints the Lessor or its duly authorized representative as attorney-in-fact with full power and authority to perform the acts prescribed in Section 15.2 hereof.

15. Lien and Lock Out

- 15.1 All fees and charges payable by the Lessee under this Contract shall, if not paid within five (5) days from the date such amounts fall due, constitute a preferred lien on all merchandise, equipment and other personal properties of the Lessee within the Leased Premises in accordance with Articles 2241 and 2242 of the Civil Code. For this purpose, the Lessee hereby authorizes the Lessor to prevent the removal of such merchandise, equipment and personal properties from the Leased Premises, or demand their return from any possessor should the same have been removed without the written consent of the Lessor.

- 15.2 Failure by the Lessee to pay any and all fees and charges payable to the Lessor under this Contract within five (5) days from the date such amounts fall due shall constitute the Lessor as the attorney-in-fact of the Lessee, with full power and authority to:

- (a) disconnect all utility connections; open, enter, occupy, padlock, secure, enclose, fence or otherwise take full control and complete possession of the Leased Premises;
- (b) retain by way of pledge and store any piece of furniture, fixture, equipment, merchandise and other properties of the Lessee within the Leased Premises;
- (c) to make an inventory and take possession of such furniture, fixtures, equipment, merchandise and other properties; and
- (d) to dispose of such effects in accordance with Article 2112 of the Civil Code and apply the proceeds thereof to the unpaid obligations of the Lessee, including costs and expenses incurred in connection with the auction sale, including auction fees, storage costs and similar expenses.

16. Disturbance

Any disturbance or discontinuance in the Lessee's possession of the Leased Premises on account of repairs, renovations, or any construction made therein by the Lessor, or for any reason beyond the control of the Lessor, shall confer no right of any kind to the Lessee against the Lessor.

17. Non-Liability and Indemnity

- 17.1 The Lessor shall not be liable or responsible for the security and safekeeping of the Leased Premises or of any person or property found therein.

- 17.2 The Lessee shall indemnify and hold the Lessor free and harmless from and against any loss, damage or injury that the Lessor may sustain, and from any and all liabilities, claims, damages, costs and expenses, including attorney's fees and claims for loss of life, personal injury or property damage resulting from or in connection with any accident within the Leased Premises or occasioned by any nuisance made, or suffered therein, or by any act or omission of the Lessee, its employees, agents or representatives, or of any person over whom the Lessee is responsible, or by any violation by the Lessee of any of the terms and conditions of this Contract, or of any applicable law, rule, regulation or ordinance.

- 17.3 The Lessor shall not be liable for any damage caused by or arising from the failure of the water supply and electric current or defects in plumbing, gas, water or electrical installations, or the bursting, leaking or running of any washstand, water closet, cistern, tank, or waste pipe in the Sta. Lucia Mall.

- 17.4 The Lessor shall not be liable for any injury to the Lessee, its employees, agents or representatives, or to any person over whom the Lessee is responsible, or to any person while remaining either casually or on business inside the Sta. Lucia Mall, whether caused by the facilities of the Lessor or otherwise, unless such injury is caused directly by the gross negligence of the Lessor.

- 17.5 The Lessor shall not be liable or responsible for the presence of bugs, vermins, ants, termites or any other insects or pest in the Leased Premises, any article delivered to or left with any of its employees, or any loss or losses that may suffered by the Lessee, its agents or customers in the Leased Premises occasioned by theft, robbery or other crimes

18. Damage to or Destruction of Leased Premises

- 18.1 Should the Leased Premises or any permanent improvement therein be partially damaged or destroyed by any cause not covered by insurance; it shall be the obligation of the Lessee to immediately repair, restore or reconstruct the same. The failure by the Lessee to complete the repair, restoration or reconstruction thereof within thirty (30) days from the occurrence of such damage or destruction shall be

considered a material breach and shall entitle the Lessor to terminate this Contract as provided in Section 19.1.

18.2 If the Lessor reasonably determines that the damage or destruction referred to in the immediately preceding section cannot be repaired within a period of ninety (90) days, then the Lessor shall have the option to terminate this Contract.

18.3 Sections 18.2 and 18.3 notwithstanding, any damage to the Leased Premises or to any improvement caused by the fault or negligence of the Lessee, its employees, agents or representatives, or by any person over whom the Lessee is responsible, shall be the sole responsibility of the Lessee, without prejudice to such other right or remedy available to the Lessor in this Contract.

19. Termination

19.1 The Lessor may terminate this Contract

- (a) In case the Lessee fails to pay any fee due under this Contract within the period prescribed herein, upon five (5) days written notice.
- (b) In case of breach by the Lessee of any of its representations and warranties, or any other term or condition contained in this Contract, upon five (5) days written notice, and such breach is not remedied (if capable of being remedied) within the said five (5) day period.
- (c) Without need of notice in case of the abandonment of the Leased Premises as provided in Section 14.
- (d) With immediate effect on written notice if the Lessee becomes insolvent or if a receiver is appointed or a reorganization or merger takes place and the Lessee is not the surviving entity.
- (e) With immediate effect on written notice if the Lessee makes any voluntary arrangement with its creditors or becomes subject to an administration order which shall cause the cessation of its business or threaten such cessation, or makes the Lessee insolvent.
- (f) With written notice if the Lessee ceases, or threatens to cease, to carry on its business or becomes insolvent.
- (g) Upon five (5) days written notice in the event of a strike, lock-out or other labor dispute involving the employees or workers of the Lessee, and the Lessor reasonably determines that such strike, lock-out or labor dispute substantially interferes with the operations of other tenants.

19.2 The Lessor may also terminate this Contract without cause upon thirty (30) days prior written notice to the Lessee.

19.3 Termination by the Lessor of this Contract under any of the grounds specified in Section 19.1 shall entitle the Lessor to forfeit the Security Deposit and to exercise its rights under Section 15.1 and 15.2.

19.4 Termination of this Contract shall not affect the liability of the Lessee to the Lessor arising prior to and including the date of termination.

20. Representations and Warranties

20.1 The Lessee represents and warrants to the Lessor the following:

- (a) It is a corporation duly organized, validly existing and in good standing under the laws of the Philippines.

If the Lessee is a single proprietorship: It is a single proprietorship validly existing and in good standing under the laws of the Philippines.

- (b) It has taken all appropriate and necessary corporate and legal actions to authorize the execution, delivery and performance of this Contract.

If the LESSEE is a single proprietorship: It has taken all appropriate and necessary legal actions for the execution, delivery and performance of this Contract.

- (c) This Contract has been duly and validly executed and delivery by it, and constitute its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof.

- (d) The making, execution and delivery of this Contract will not contravene or violate any provision of its articles of incorporation or by-laws, or similar constitutive document, or of any law in force in the Philippines, and the rules, regulations, licenses and permits of any governmental authority.
- (e) The execution, delivery and performance of this Contract will not constitute a default or an event that, with the giving of notice or the passage of time, or both, will constitute a default under the any agreement to which it is a party.
- (f) The officer executing this Contract for and in its behalf has been properly authorized to do so.

21. Miscellaneous

21.1 Expropriation and Condemnation

If at any time during the terms of this Contract the government or any of its instrumentalities or agencies expropriates any portion of the Leased Premises, the Lessee shall, upon written notice, deliver peaceful possession thereof to the Lessor. The Lessee shall not, by reason of such expropriation, be entitled to any claim against the Lessor for any form of compensation or indemnity.

21.2 Non-Registration of Lease

The parties agree that this Contract shall not be registered with the officer of the Register of Deeds.

21.3 Non-Waiver

- (a) No delay or failure by the Lessor to exercise any right, power or remedy accruing hereunder shall impair any such right, power or remedy, nor shall it be construed a waiver or an acquiescence thereto, or of any breach or default thereafter occurring.
- (b) Acceptance by the Lessor of any late payment of any fees or charges due under this Contract, or the grant of an extension of time for such payment, shall not be deemed a waiver by the Lessor of any breach by the Lessee of any other obligation, covenant or condition contained in this Contract.
- (c) Unless otherwise provided in this Contract, any waiver, permit, consent or approval of any kind must be in writing and signed by the authorized representative of the Lessor. No waiver by the Lessor of any term or condition of this Contract in any one or more instances shall be deemed as a waiver of the same or any other term or condition hereof on future occasions, unless and until such right, power or remedy has been waived by the Lessor in accordance herewith.

21.4 Liquidated Damages

Should the Lessor be compelled to institute any action to protect or enforce its rights under this Contract, the Lessee hereby agrees to pay the Lessor liquidated damages equivalent to twenty-five percent (25%) of the amount litigated, and twenty-five percent (25%) of liquidated damages as and by way of attorney's fees, exclusive of costs of suit and other legal charges.

21.5 Governing Law and Venue

- (a) This Contract shall be governed by and construed in accordance with the laws of the Philippines.
- (b) All actions and controversies arising from or in connection with this Contract shall be brought before the proper courts in Cainta, Rizal, the Lessee hereby expressly waiving any other venue.

21.6 Notices

- (a) All notices and other communication required or permitted under this Contract shall be in writing and in English, and shall be delivered personally or sent by facsimile transmission (with immediate confirmation thereof), certified, registered (return receipt requested) or express mail, postage prepaid. Any such notice shall be deemed given and shall be address as prescribed in the Term Sheet.
- (b) Any such notice shall be deemed given on the same day when so delivered personally or sent by facsimile transmission, or on the third business day after sending by courier, at the addresses indicated in the Term Sheet.

Except as otherwise provided in this Contract, this Contract and the Annexes hereto, and the terms and conditions hereof and thereof, may not be changed, discharged, amended, modified or altered, unless in writing and duly signed by the authorized representatives of the parties.

21.8 Entire Contract

This Contract and the Annexes hereof constitute the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior agreements and undertakings, both written and oral, between the parties.

21.9 Severability

If any provision of this Contract is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction or in any arbitration proceeding, the validity, legality and enforceability of the remainder of this Contract shall not thereby be affected or impaired.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Contract on the date and place stated above.

The Lessor:

Sta. Lucia Land, Inc.

By:


FELIZARDO R. SANTOS
Vice President - Marketing & Mall Operations

The Lessee:

By:


General Manager

In the presence of:


Leasing Manager


Business Devt. Officer

ACKNOWLEDGEMENT

Republic of the Philippines }
City of **TAYTAY, RIZAL**) S. S.

I certify on this date before me, a Notary Public duly authorized in the city named above to take acknowledgments personally appeared:

Name
FELIZARDO R. SANTOS
in his capacity as authorized representative of Sta. Lucia
Land, Inc.

CTC No. Date/Place Issued
15171495 Jan. 17, 2014/Cainta Rizal

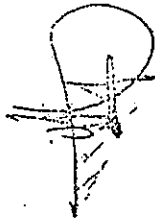

in his capacity as authorized representative of

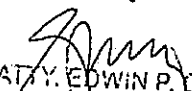

25224682 Jan. 30, 2015 / Q.C.

who were identified by me through competent evidence of identity to be the same persons described in the foregoing instrument, who are acknowledged before me that their respective signatures on the instrument were voluntarily affixed by them for the purpose stated therein, and who declared to me that they have executed the instrument as their free and voluntary act and deed as well those of the corporations they respectively represent.

Witness my hand seal this **21 APR 2015**

Doc. No. **326**
Page No. **066**
Book No. **1**
Series of **2015**




ATTY. EDWIN P. CRUZ
Appointment No. 18-51
Notary Public for Taytay, Cainta and Antipolo City
Notarial Commission expires on December 31, 2015
Rm. A 3/F Ison Bldg. Rizal Ave., Taytay, Rizal
Roll No. 40251
PTR No. 3113409/January 7, 2015/Taytay, Rizal
IBP No. 937458/January 8, 2015 / RSM Chapter
MCLE Compliance IV-0014487

BASIC LEASE TERM SHEET**A Lessee****B Leased Premises**

Location	Building 2
Level	Ground Level
Space	
Approximate Area	36.34 sqm.

The location plan attached hereto is made an integral part hereof.

C Lease Period

Lease Term	One (1) Year
Commencement Date	October 1, 2014
Expiry Date	September 30, 2015

D Use of Leased Premises

Nature of Business	Boutique
Items Allowed For Sale	All Products carried by Bizaare as approved by the Lessor
Service Lines	Not applicable

E Rental Fee

(a) Basic Rent Basic Rent : P 715.00/sqm./month

The Lessee shall pay a minimum basic rent on the date the Lessee commences store operations or _____ whichever is earlier.

(b) Percentage Rent Three (3%) percent of Gross Sales

In addition to the Basic Rent, the Lessee shall pay to the Lessor the monthly Percentage Rent equivalent to a certain percentage of its gross sales (as defined in the Contract) for the preceding calendar month ("Percentage Rent") beginning on the date the Lessee commences store operations.

(c) Minimum Rent MGR: P 915.00/sqm/mo.

The provisions of Clauses 4(a) and 4(b) hereof notwithstanding, the Lessee shall pay to the Lessor a monthly minimum rent (the sum of basic rent and Percentage rent) (the "minimum rent").

(d) Total Monthly Rent

Total monthly rent due is computed as the total of the Basic Rent plus Percentage Rent or Minimum Rent, whichever is higher.

F Escalation Rate Ten (10%) percent per annum

G Security Deposit Existing Security Deposit – P141,726.00

The Security Deposit shall be equivalent to ^{Six (6)} _____ months of the Basic Rent subject to adjustment in the event the basic rent is increased as provided in the Contract.

H Value Added Tax

Twelve Percent (12%) of the total monthly rent

I Interest on Unpaid Charges

Three Percent (3%) per month or maximum prevailing interest rate set by law or Commercial parties

J CUSA Charges P 100.00 per sqm / month

K Air-Conditioning Charges P 100.00 per sqm / month

L Marketing Support Fund for Corporate Promotions P 5.00 per sqm / month

M Pest Control Services P 2.50 per sqm / month

N Electricity

Based on actual electric consumption plus a reasonable service charge

O Documentary Stamp Tax

Amount shall be reflected on the statement of account

P Notices

(a) For the Lessor (to be sent to its management company)

Sta. Lucia Land, Inc. (Mall Operations)
c/o Sta. Lucia East Commercial Corporation
Basement, Bldg 3, Sta. Lucia Mall
Marcos Highway cor. Felix Avenue, Cainta, Rizal

Attention : Ms. Carla R. Abo, Leasing Manager

(b) For the Lessee

Attention : Mr. [REDACTED], General Manager


JOINT VENTURE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This JOINT VENTURE AGREEMENT made and entered into this **FEB 14 2008** day of 2007 at **Cainta Rizal**, by and between:

STA. LUCIA LAND, INC., a corporation duly organized and existing by virtue of the laws of the Philippines, with offices at the Sta. Lucia East Grand Mall Bldg. II Felix Ave. cor. Marcos Highway Cainta, Rizal, represented in this act by its President/CEO, EXEQUIEL D. ROBLES, and Executive Vice-President, VICENTE R. SANTOS, hereinafter referred to as the **DEVELOPER**;

- and -

 [REDACTED] a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at [REDACTED], represented in this act by its President, [REDACTED], hereinafter referred to as the "OWNER";

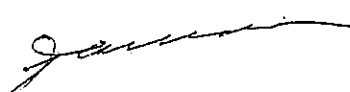
- WITNESSETH: That -


WHEREAS, the **OWNER** is the owner of several parcels of land situated in the Bgys. of Manghiniao and Balayong, Bauan Batangas, with an aggregate area of 538,138 square meters, more or less, (hereinafter, the property) which is more particularly described in the attached list of titles marked as *Annex "A"* and form an integral part of this agreement;


WHEREAS, the parties agree that in the above indicated area of development, the portion indicated as commercial area with an area of 39,747 shall not form part of this agreement. However, in the event that a road right of way is necessary as an access to the residential development, the **OWNER** shall grant the agreed necessary area for the right of way under PD 957, which in turn, shall be developed by the **DEVELOPER** as part of its obligation under this agreement;

WHEREAS, based on documents presented, the **DEVELOPER** is convinced after due diligence audit thereon, that the **OWNER** is the absolute, rightful and lawful owner of the property;

WHEREAS, the **OWNER**, after having been convinced of the capacity and ability of the **DEVELOPER** in the development of prime subdivisions, and the **DEVELOPER**, after having been convinced of the sincerity of the **OWNER** to have their properties developed into a residential subdivision, has agreed to enter into this agreement as follows:







NOW THEREFORE, for and in consideration of the foregoing and of the stipulations herein contained, the parties have agreed as follows:

A. OBLIGATIONS OF THE DEVELOPER

1. That the **DEVELOPER** shall survey and prepare the subdivision plans, to be submitted to the appropriate local government unit (LGU) for approval, engineering designs, and such other plans in accordance with the rules and regulations prescribed by P.D. 957 or as required by Housing and Land Use Regulatory Board (HLURB), Bureau of Lands, and such other government agencies that regulate or control or may hereinafter regulate or control the construction and development of residential subdivisions;
2. That **DEVELOPER** shall secure and pay for all the necessary licenses plus the cost of the required bond, permits, approval from the Bureau of Lands, Local Government, HLURB, BATELCO and all other government agencies having authority on residential subdivision with full cooperation by the **OWNER**. The **OWNER** is aware that a reclassification from industrial to residential, to be secured from the local government, is necessary prior to the procurement of development permit. In which case, the **OWNER** agrees to shoulder the amount of ONE MILLION PESOS (P1,000,000.00) for the reclassification, which amount shall be advanced by the **DEVELOPER** and to be considered as cash advance of the **OWNER**, and to be paid by the **OWNER** from the first proceeds of its share of saleable lots in the project. It is agreed that the **DEVELOPER** shall be responsible in securing said reclassification from industrial to residential from the LGU and with full cooperation by the **OWNER**. All or any other expenses for the reclassification with Local Government in excess of the aforesaid P1,000,000.00 shall be shouldered by the **DEVELOPER**.
3. That the **DEVELOPER** shall furnish at its expense all materials, equipment, labor and services in the development of the said parcels of land into a residential subdivision all in accordance with the subdivision plan and with the plans and specifications and design standards as approved by the **OWNER** and the HLURB;
4. The **DEVELOPER** shall hold free and harmless the **OWNER** from any and all complaint or cause of action from any party arising from the development or non-development of the project.
5. All cost and expenses for the development work shall be for the exclusive account of the **DEVELOPER**.
6. The **DEVELOPER** shall construct the clubhouse including the facilities thereto which shall be similar, more or less, to the clubhouse of Costa Verde Subdivision, and is estimated to cost P35,000,000. A plan of the Costa Verde Subdivision is hereto attached and marked as Annex "C", for reference purposes.
7. The **DEVELOPER** shall develop the roads in accordance with the Road Detail Plan hereto attached and marked as Annex "B" which forms an integral part of this agreement;
8. The maintenance and upkeep of all roads, common and open spaces shall be for the account of the **DEVELOPER** until the same is turned over to the Local Government or the Homeowner's Association. Titles of the roads and open spaces shall be under the name of the **DEVELOPER**, who shall be responsible for the realty taxes that may be imposed therein until the same is donated to the LGU or the Homeowners' Association;

[Handwritten signature]

However, custody of titles of the road lots and open spaces shall be with the **OWNER**, and to be turned over to the **DEVELOPER**, once the project is completed; Titles to the road lots and open spaces shall only be registered in the name of the **DEVELOPER** upon completion of the project.

9. That the **DEVELOPER** shall not be responsible for the delay in the development caused by cases related to issues of ownership/possession or when stopped by competent authority for cause/s not attributable to the **DEVELOPER**.

That **DEVELOPER** shall be solely liable and responsible to the government agencies concerned and/or to third parties for whatever violations of rules or standards as to the development of the subdivision pending formal turn-over to the proper government agencies of road lots and open spaces. The **DEVELOPER** shall be solely responsible for claims against unpaid salaries or accidents to workers or third party/ties arising from or as a result of development. Such sole responsibility shall include any and all claims against loss or damage by accident and other calamity or risk as the subdivision project may be exposed during development;

B. OBLIGATIONS AND WARRANTIES OF THE OWNER

1. Upon signing of this Agreement, the **OWNER** shall allow the **DEVELOPER** entry to the parcels of land subject of this agreement only for purposes of land survey, the preparation of the subdivision plans, engineering designs and other development plans.

2. The **OWNER** guarantees peaceful possession of the above parcels land, that the same are not tenanted nor planted to rice and corn nor occupied by squatters and that real estate taxes have been fully paid for the year 2007.

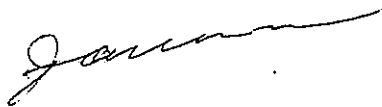
The **OWNER's** guaranty of peaceful possession shall however be only up to the time the Property is turned-over to the possession of the **DEVELOPER**. The turn-over of the possession of the parcels of land from **OWNER** to **DEVELOPER** shall deem to commence when **DEVELOPER** makes any actual development activities, after which the obligation to secure the Property and to keep it free of squatters shall be the responsibility of the **DEVELOPER**. Development activities shall include any initial development work or ground works and activities.

3. The **OWNER** shall have the right to inspect the subdivision project at any stage of its completion to determine compliance by **DEVELOPER** of its developmental obligations under this Agreement;

4. The **OWNER** agrees to authorize the **DEVELOPER** to sell and collect proceeds of sales on the **DEVELOPER's** assigned share of lots on the subdivision and further agree to release and deliver from time to time upon the written request of the **DEVELOPER**; titles subject of cash sales provided that such release will not exceed the number of titles that may be released based on percentage of development.

5. The **OWNER** warrants that its title is free from all liens and encumbrances and such warranty shall extend until it is delivered to the buyer, this shall not apply if the **DEVELOPER** is the one who caused the liens or encumbrances.

6. Upon turnover of possession of the property for development to the



DEVELOPER, the property shall be free from any illegal occupants, tenants or adverse claimants. Otherwise, all expenses arising from any legal action/suit instituted relative to this matter shall be borne by the **OWNER**. In the event the **DEVELOPER** is constrained to initiate or is impleaded as party to such legal action or suit, it shall have the right to seek reimbursement for its expenses and to hold the **OWNER** liable for actual and compensatory damages to be determined by the developer based on the business losses it suffered;

The **OWNER** shall not encumber, assign or otherwise dispose of the Property or the Project Land Area without the express and prior written consent of the **DEVELOPER**;

7. That the parties acknowledge that the **OWNER's** obligation under this Agreement shall strictly be limited to those specifically provided herein.

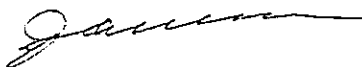
C. COMMENCEMENT OF DEVELOPMENT AND DEVELOPMENT PERIOD

1. That **DEVELOPER's** obligation to develop the property shall commence immediately upon the peaceful turn over of the **PROPERTY** by the **OWNER**, and upon settling the disturbance compensation due the tenants/occupants, if there are any, and upon procurement of a DAR conversion or exemption clearance or extension thereof, for the entire properties covered by this agreement, which shall be the sole responsibility of the **OWNER**, and upon procurement of Development Permit from LGU by the **DEVELOPER**. The **DEVELOPER** shall have three (3) months from **OWNER's** approval of development plan to secure development permit.

The **DEVELOPER** shall submit to **OWNER** the Development Plan within five (5) months from the execution of this Agreement and the **OWNER** shall approve or reject the same in writing within thirty (30) days from receipt thereof.

2. That **DEVELOPER** guarantees completion of the development work, if not prevented by force majeure or fortuitous event or by competent authority for cause/s not attributable to **DEVELOPER**, within three (3) years from procurement of Development Permit from LGU, which **DEVELOPER** undertakes to secure within three (3) months from the peaceful turn-over of the property, procurement of DAR extension/conversion to residential development and owner's approval of development plan; if the Development Permit is not secured by the **DEVELOPER** within the three (3) months period, the commencement date is deemed to commence from the lapse of the said period. Electrical facilities shall be the responsibility of BATELCO but **DEVELOPER** shall be responsible for the payment of the deposit, bond or structures, poles or pipings that may be required by BATELCO for the installation of the electrical facilities in the subdivision. Force majeure or fortuitous events shall include wars, serious calamities, serious dearth of construction materials and other similar events that shall hamper pursuit of development. It is understood that the primary consideration of the **OWNER** in entering into this agreement is to have the property developed and the developed lots sold at the soonest possible time. Thus, **DEVELOPER** undertakes that it shall exert utmost efforts in undertaking a continuous development plan and shall not in any case engage in landbanking.

3. In the event that **DEVELOPER** fails to complete development within the guaranteed three (3) year period and such extension that may be granted herein, **DEVELOPER** shall pay the **OWNER** the amount of P10,000.00 for every day of delay as a form of penalty. Said penalty may be paid in lots in the project, at current selling cash price at the option of the **DEVELOPER**.



D. DEVELOPER's COMPENSATION

1. The share of the DEVELOPER for the development of the OWNER's property shall be in the form of residential lots constituting fifty five (55%) percent of the net saleable area. The other forty five (45%) percent shall constitute the share of the OWNER. The allocation for the saleable area pertaining to the parties is decided through the drawing of lots. The drawing of lots shall be grouped as follows: corner lots, perimeter lots, inner lots, prime lots (along main road). The parties, however, shall mutually agree in the selling price of the lot per square meter, and neither shall sell their share of the lots beyond the price agreed upon. However, one (1) year after the opening sale of the lots in the project and there remains lots unsold, the parties agree to sit down to review whether the parties shall adopt their own pricing independent of the other.

2. Upon final accounting of lots drawn, the parties may agree on swapping of similar lots to achieve the desired/expected share of saleable area;

3. All roads, common and open spaces shall be turned over to the DEVELOPER upon completion of the project and the DEVELOPER shall comply with its obligation in accordance Section A par. 8, herein

E. MANNER OF RELEASE OF DEVELOPER's COMPENSATION

1. That upon approval of the subdivision plan by the Bureau of Lands, and prior to segregation and release of the individual titles of the subdivision lots, the OWNER its administrators and assigns, shall immediately execute and deliver the corresponding Deed of Assignment in favor of the DEVELOPER so that the share of the DEVELOPER can already be registered in its name. Simultaneously, the DEVELOPER shall also issue a Deed of Assignment in favor of the OWNER (which shall not be registered with the Register of Deeds) for safekeeping and guarantee DEVELOPER's obligation under this contract.

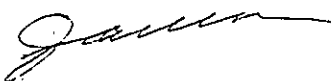
2. After the subdivided titles have been released by the Register of Deeds, the DEVELOPER shall deliver to the OWNER all titles covering the OWNER's share including the roads and open spaces, including the DEVELOPER's unearned share together with the Deed of Assignment (for safekeeping) which shall only be released, upon request and full compliance by the DEVELOPER based on the percentage of accomplishment herein indicated.

3. Percentage of accomplishment in relation to release of titles:

a) Field Office/ Warehouse/ Staff House/ Canteen/ and other Temporary Facilities/Etc. - 1% of the total share (55% of the net saleable area) of the DEVELOPER;

EARTHWORKS

b) Clearing & Grubbing - 3% of the total share (55% of the net saleable area) of the DEVELOPER;



c) Road Tracing - 1% of the total share (55% of the net saleable area) of the DEVELOPER;

d) Roadway Cut & Fill - 3% of the total share (55% of the net saleable area) of the DEVELOPER;

e) Lots Cut and Fill - 5% of the total share (55% of the net saleable area) of the DEVELOPER;

f) Sub - Grade Preparation - 2% of the total share (55% of the net saleable area) of the DEVELOPER;

g) Base Preparation - 4% of the total share (55% of the net saleable area) of the DEVELOPER;

STORM DRAINAGE SYSTEM

h) Drainage Lines - 8% of the total share (55% of the net saleable area) of the DEVELOPER;

i) Appurtenances - 2% of the total share (55% of the net saleable area) of the DEVELOPER;

WATER DISTRIBUTION SYSTEM

j) Water Lines - 4% of the total share (55% of the net saleable area) of the DEVELOPER;

k) Fittings & Fixtures - 2% of the total share (55% of the net saleable area) of the DEVELOPER;

l) Water Tanks/ Deepwell - 3% of the total share (55% of the net saleable area) of the DEVELOPER;

m) Electrical Distribution Lines - 6% of the total share (55% of the net saleable area) of the DEVELOPER;

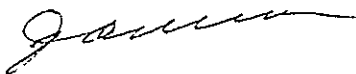
n) Lighting Fixtures including payment of the required cash bond with the power provider - 4% of the total share (55% of the net saleable area) of the DEVELOPER;

CONCRETE WORKS

o) Pavement - 24% of the total share (55% of the net saleable area) of the DEVELOPER;

p) Curbs & Gutter - 8% of the total share (55% of the net saleable area) of the DEVELOPER;

q) Sidewalk - 5% of the total share (55% of the net saleable area) of the DEVELOPER;




ALLIED ENGINEERING

r) Perimeter fence – 4% of the total share (55% of the net saleable area) of the DEVELOPER;

s) Grouted Rip-rap - 2% of the total share (55% of the net saleable area) of the DEVELOPER;

AMENITIES

t) Clubhouse, Parks & Playground – 9% of the total share (55% of the net saleable area) of the DEVELOPER.

4. For every release of titles based on accomplishment, the OWNER shall retain 10% which shall be released to the DEVELOPER upon completion of the project, subject to the provisions of Section A par. 8, within 7 days upon request by the DEVELOPER with Certification of Completion, subject to verification and approval by the OWNER. The Certificate of Completion shall not include the electrical facilities /supply of power which shall be the responsibility of BATELCO, for as long the DEVELOPER has paid the required bond or deposit for its installation.

E. PENALTY PROVISION

1. In the event DEVELOPER at any stage of development abandons or completely stops development of the property for a period of forty-five (45) days without any justifiable reason, OWNER shall have the option to terminate this agreement by giving the DEVELOPER a written 15 day notice to that effect.

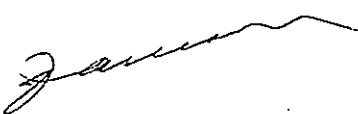
2. In the event the OWNER resorts to termination, the OWNER shall have the option to seek for a new developer or to pursue development by itself. The OWNER shall also have an automatic right to use the same development plan for the project and all the permits and licenses secured for purposes of the said project shall be automatically assigned to the OWNER or its assignee/s.

3. The ten (10%) retention of the earned share of the DEVELOPER before termination shall be automatically be for the account of the OWNER as a form of penalty. Moreover, aside from the OWNER'S right of termination, DEVELOPER shall be held liable for actual, compensatory damages.

F. EXPENSES AND TAXES

1. Since the project is covered by Sec. 18 of RA 7279 (Socialized Housing), the parties agree to acquire socialized housing credits or such similar mode of compliance and the cost to be shared in accordance with their agreed sharing above mentioned

2.. In this mode of compliance to Section 18 Republic Act No. 7279 (Socialized Housing) the DEVELOPER and OWNER may agree to acquire socialized housing credits. The costs for such compliance shall be shared equally (55% - 45%) by the DEVELOPER and OWNER. The OWNER shall remit its share in said cost to the DEVELOPER upon the written request of the latter; provided that any disbursement by



the parties for such cost shall be made simultaneously by the **DEVELOPER** and the **OWNER**. The **DEVELOPER** shall provide the **OWNER** all receipts and documents in relation to the acquisition of socialized housing credits which are being submitted to HLURB for the procurement of the project's License to Sell.

3. All real estate taxes prior to peaceful turnover for development, shall be for the account of the **OWNER**. All real estate taxes from turnover and prior to segregation shall be shared by the parties 55-45. Upon segregation, real estate taxes shall be shouldered by each party per lot assignment.

4. All expenses relative to the segregation, annotation of the Deed of Restrictions for individual subdivision lots as approved by both parties, and release of the individual titles and *tax declarations*, as well as those incurred for the transfer of the titles pertaining to the share of the **DEVELOPER**, shall be for the latter's account. Expenses to annotate this agreement on the titles covered by this agreement shall be for the account of the **DEVELOPER**.

5. The parties shall be responsible for the payment of taxes relative to the sale of their respective share of lots;

6. All developmental expenses shall be for the account of the **DEVELOPER**.

G. MARKETING OF LOTS

1. Both parties shall agree on a uniform sales or marketing policies, including prices of lots and terms and conditions of sales contract, including all restrictions to be annotated on each lot, and the marketing shall be thru an exclusive marketing firm appointed by the parties in a separate marketing agreement at a marketing fee of twelve percent (12%) based on gross sale.

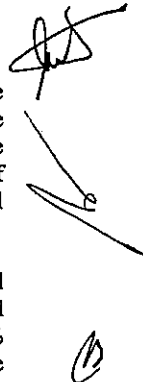
2. In the marketing of the lots, there shall be no distinction between those allocated to the **DEVELOPER** and those allocated to the **OWNER**. **DEVELOPER** agrees to give the **OWNER** the option to be an accredited broker for the sale of the developed lots. For sales made by the **OWNER** as such broker, **OWNER** shall be entitled to a sales commission of seven percent (7 %);

H. MISCELLANEOUS PROVISIONS

1. It is understood that although roads and open spaces belong to the **DEVELOPER**, the **OWNER**, its agents and assigns, shall have perpetual right to use the same free of charge for lots that are allotted to them within the project. This perpetual right shall be annotated on the respective titles covering such road and open spaces, at the expense of the **OWNER**. However, the use of water system/water connection and electrical connection shall only be allowed upon proper payment of the usual fees/charges.

2. It is likewise agreed that if for any reason, income is derived from the common and open areas in the future, such proceeds shall be shared between **OWNER** and **DEVELOPER** at the same sharing arrangement of 55% to the **DEVELOPER** and 45% to the **OWNER**. However, **OWNER** shall also share in the expense for the maintenance and upkeep of common area..

3. Upon issuance of a License to Sell by HLURB, the parties may immediately start selling the subdivided lots.

4. All development/subdivision plans shall be subject to the written conformity and approval of the **OWNER** whose representative/s shall have a right of visitations and inspections at any time on the subdivision site.

5. That in the event either party fails to comply with the terms and conditions aforesaid, the aggrieved party shall be entitled to all forms of damages and attorney's fee plus cost of suit or litigation;

6. That this Agreement shall be annotated in the Transfer Certificates of Title of the above mentioned parcels of land subject of the Joint Venture Agreement by the **DEVELOPER** at its on account. The **DEVELOPER** shall annotate on the mother titles a note that all resultant and subdivided lots from the said titles shall be subject to the Deed of Restrictions for this project.

7. That the **OWNER** shall give one and half percent (1.5%) of its share of the net saleable area distributed evenly within the project to Mr. Roberto Andres and associates, as their negotiators fee while the **DEVELOPER** shall give 2% of its share of the net saleable area to Mr. Roberto Andres and associates, as their negotiators fee; the tax consequences, if any, for the said negotiators fee shall be shouldered by Mr. Roberto Andres and associates.

8. The **NEGOTIATOR** shall coordinate with both parties for the smooth implementation of the provisions of this contract and shall act as liaison officer between the parties on all issues so that the project shall be completed to their mutual satisfaction.

9. That the parties acknowledge that the **OWNER's** obligation under this Agreement shall strictly be limited to those specifically provided herein and that any other obligations and responsibilities not specifically mentioned but are necessary and desirable to achieve the objectives of this agreement, specifically to develop the Property and to sell the developed lots, shall be for the **DEVELOPER**.


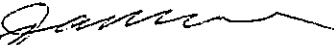

10. That no terms, conditions, or stipulations in this agreement shall be deemed modified or novated, unless it appears in writing and signed by both parties;

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date and at the place first above-written.

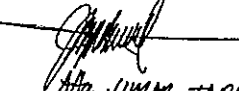
STA. LUCIA LAND, INC.

by:  [Developer]
EXEQUIEL D. ROBLES
President/CEO

VICENTE R. SANTOS
Executive Vice-President


[Owner]
by: 

President,

SIGNED IN THE PRESENCE OF:


Atty. JIMAR TAPUCAN



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES }
Cainta Rizal } SS

BEFORE ME, a Notary Public for and in the above jurisdiction, **FEB 14 2008**
 _____, personally appeared:


Name	Comm. Tax Receipt. No.	Date/Place Issued
Sta. Lucia Land, Inc.		
Exequiel D. Robles		
Vicente R. Santos		


known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same are their own free voluntary act and deed as well as the free voluntary act and deed of the corporations represented herein.

This instrument consisting of ten (10) pages including this page whereon the acknowledgement clause is written, signed by both parties together with their instrumental witnesses on each and every page hereof, sealed with my notarial seal, refers as Joint Venture Agreement over several parcels of land.

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

Doc. No. 158 ;
 Page No. 33 ;
 Book No. 1 ;
 Series of 2007.


ATTY. ROGELIO F. MADAMBA
 NOTARY PUBLIC
 UNTIL DECEMBER 31, 2008
 PTR NO. 4366530 1.18.07. CAINTA
 IBP LIFETIME NO: 06012, RIZAL
 ROLL NO. 52837



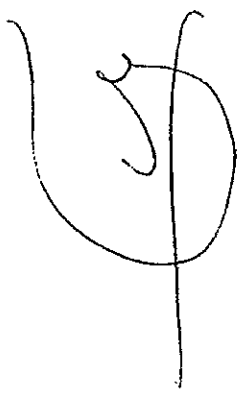
**MARKETING CONSULTING
AND INDEPENDENT CONTRACTOR AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

This **MARKETING AGREEMENT ("Agreement")** is entered into on
APR 22 2015, by:

STA. LUCIA LAND, INC. a corporation duly organized and existing under and by virtue of laws of the Philippines with address at Bldg. III, Sta. Lucia East Grand Mall, Marcos Hi-way corner Felix Ave., Cainta Rizal, represented herein by its President, Mr. EXEQUIEL D. ROBLES, and its Chairman of the Board, Mr. VICENTE R. SANTOS, hereinafter referred to as "**SLI**;"

-And-

 **[REDACTED]**, a corporation duly organized and existing under and by virtue of laws of the Philippines with address at ASIAN PACIFIC Corporate Center, No. 26 Harvard St., Aurora Boulevard, Cubao 1109, Quezon City, represented herein by its President/Owner, **[REDACTED]**, hereinafter referred to as the "**BROKER**;"

WHEREAS, BROKER desires to offer its services to handle the promotions, marketing and sale of the attached projects listed in Annex 1 and SLI desires to accept the offer of BROKER's services on the terms and conditions contained herein.

1. BROKER represents, acknowledges and agrees that its agents, sub-agents and employees are not the employees of SLI. No provision of this agreement shall be deemed to create an employer-employee relationship between SLI and BROKER's employees. BROKER shall be responsible for any misrepresentation or acts made in excess of its authority done by its agents, sub-agents, employees and shall be solely liable for damages arising from such misrepresentation or acts made in excess of authority. BROKER shall likewise answer to SLI or any party, for any misappropriation or malfeasance of its agents or employees. SLI may withhold from BROKER any payment due until the liability is fully compensated.

SERVICES

2. BROKER hereby commits to diligently promote, advertise and sell SLI's subdivision lots in the abovementioned subdivision projects through special events, fieldwork, meeting and other customary means of sales and promotions such as but not limited to open houses, sales drives, launches, campaign, setting up of billboards and road signages,

newspaper advertisements, press releases, digital marketing, online or internet-based promotions.

3. The projects shall be promoted in such a manner that will not tend to mislead or deceive the public. Advertisements shall reflect the real facts about the subdivision or condominium project of SLI or its operation or activities. All sales propaganda shall disclose the facilities, improvements, infrastructure or other forms of development in the project in accordance with the subdivision plan submitted by SLI to the Housing and Land Use Regulatory Board (HLURB). All advertisement materials must be previously approved in writing by SLI.

4. BROKER shall cause the preparation and execution and ensure compliance with the legal formalities by the proper parties of all documents pertinent to the sale transaction, such as but not limited to Reservation Application, Contract to Sell and Deed of Sale. It shall explain fully and honestly to the buyer/s, the provisions of the abovementioned documents. Further, BROKER shall collect the amount equivalent to the downpayment of the purchase price from the buyers and remit the same to SLI as well as follow-up and coordinate the transmittal of all other requisite payments.

5. BROKER shall submit weekly sales reports and monthly inventory reports to SLI. The weekly sales report shall contain sales progress and total sales coverage for the week and the monthly sales inventory shall contain sold and unsold lots.

BUSINESS EXPENSE

6. BROKER is not entitled to be reimbursed by SLI for any business expenses incurred in the rendition of services to SLI, which shall have no obligation to make any payment or to provide any assistance to BROKER with respect to the operation of its business. SLI shall provide no equipment, materials or means of transportation required for rendering services under this Agreement.

COMPENSATION

7. As a marketing agent of SLI, BROKER shall be entitled to 5% advertising/marketing fee and 5% commission or a total of 10% of the net selling price. Net selling price is that cash portion of the price payable to SLI. Compensation due to BROKER shall be paid by SLI within seven (7) working days from receipt by SLI of the full downpayment, Reservation Application and complete documentary requirements. Receipt of full downpayment shall mean clearance of check payments or remittance of cash payments to SLI.

8. Withholding Tax on advertising or marketing fee shall be for the account of BROKER while VAT on commissions and lot sales shall be for the account of SLI.

SALES

9. Upon execution of this agreement, all parties shall form a "Project Committee" comprising of 1 representative from each party and the designated project engineer. The Project committee shall set the marketing and sales target and shall meet regularly every first Wednesday of the month. It shall render a monthly report and recommendation to SLI, or as often as may be required by SLI.
10. The selling price for the project shall be provided by SLI to BROKER. Any change or adjustment in the selling price shall not take effect until fifteen (15) days after BROKER is notified thereof. All terms and conditions of sale are stated by SLI in the contracts with the buyer.
11. All contracts except Reservation Application shall be signed by SLI. Reservation applications are signed by BROKER in behalf of SLI. Control of inventory of sold and unsold lots however shall be with BROKER and shall be available for verification by SLI at any time.
12. Reservation Applications must be sent to SLI within one (1) working day upon completion of the same. SLI shall accept or reject it within seven (7) working days from receipt. Failure to reject it within said period shall be deemed acceptance by SLI. BROKER shall be responsible for advising the prospective buyers that their reservation applications are subject for approval.
13. Flexible payment terms or conditions other than those stated in the contract or policy formulated by SLI shall not be effective except upon prior written consent of SLI.
14. SLI guarantees the development and construction of the facilities and amenities of the project as stated in the subdivision plan it submitted to the Housing and Land Use Regulatory Board (HLURB.)

TERM

15. This Agreement shall be effective for a period of two (2) years after the date of execution, subject to the extension and/or renewals as may be agreed upon by the parties. SLI however may terminate this Agreement or any engagement under this Agreement, after a 30-day written notice had been served to BROKER, if:
- a. BROKER or any of its sub-agents intentionally misrepresents the purchase price, terms of payment, discounts, location and measurement of the property, facilities, improvements,

infrastructure or other forms of development in the project, and the like to the damage and prejudice of SLI;

- b. Failure of the BROKER to meet the sales target set by SLI; and,
- c. Violation of any provision of this Agreement.

MISCELLANEOUS

16. Any rights or obligations created by this agreement are not transferrable except upon prior written consent of the other party.

17. In case of dispute between the parties, including breach of this agreement, they shall try to settle amicably among themselves or enter into appropriate alternative dispute resolution. If the same proved to be futile, the aggrieved party may resort to a judicial action in any courts in Metro Manila.

_____, Cainta Rizal.

STA. LUCIA LAND, INC.

Owner/Developer

By:



EZEQUIEL D. ROBLES


President



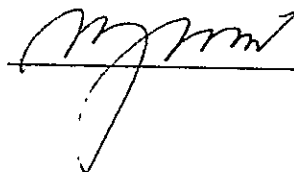
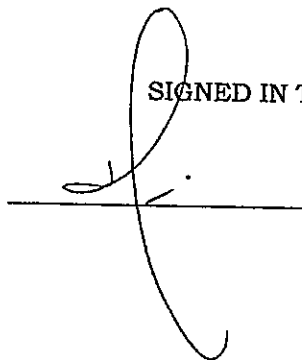
VICENTE R. SANTOS

Chairman

By:



SIGNED IN THE PRESENCE OF:



ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES}
MANDALUYONG CITY }S.S.

APR 22 2015

BEFORE ME, a Notary Public for and in the above jurisdiction, this
_____, personally appeared:

Name

I.D. No.

Date/Place Issued

known to me and to known to be the same persons who executed the foregoing instrument, and they acknowledged to me that the same is their own free and voluntary act and deed as well as the free and voluntary act and deed of the corporation represented herein.

This instrument consisting of three (3) pages, including this page whereon the acknowledgement clause is written, signed by the parties and their instrumental witnesses on each and every page hereof, sealed with my notarial seal, referred to as Marketing Consulting and Independent Contractor Agreement.

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

Doc. No. 239;
Page No. 49;
Book No. XXI;
Series of 2015

NOTARY PUBLIC

JERRY B. DELA CRUZ
Notary Public for Mandaluyong City
Until 31 December 2015
PTR No. 2334655/01.07.15/Mandaluyong
MCLE Compliance No. IV-0021234/07.15.13
IBP No. 0984746/01.07.15/RSM
Appointment No. 0257-14
G/F State Center II Bldg.,
Ortigas Avenue, Mandaluyong City
Roll No. 47018