

CONTRACT OF LEASE

KNOWN ALL MEN BY THESE PRESENTS:

This Contract of Lease ("Contract") made and executed by and between:

The SOCIAL SECURITY SYSTEM, a government owned and controlled corporation created pursuant to Republic Act No. 1161, as amended, with principal office address at the SSS Main Building, East Avenue, Diliman, Quezon City, represented herein by its _____ for _____, _____, and its _____ for _____, _____, herein referred to as the LESSOR;

- and-

_____, a corporation duly organized and existing under Philippines laws, with principal office address at _____, represented herein by its _____, _____, hereinafter referred to as the LESSEE; *(if corporation)*

_____, of legal age, Filipino and with residence at _____, hereinafter referred to as the LESSEE; *(if individual)*

- WITNESSETH -

WHEREAS, the LESSOR is the registered owner of a certain parcel of land with improvements situated at the Financial Center, Roxas Boulevard, Pasay City, containing an area of 50,001 Square Meters (the "LEASED PREMISES" or the "Property" as the context so prescribed), more particularly described as follows:

Transfer Certificate of Title No. 24435
Registry of Deeds for Pasay City

"A parcel of land (Lot 1, Block 1, RL-04-000001, situated in Pasay City, Island of Luzon. Bounded on the North by a road with a right of way of 23.00 meters; on the East by Roxas Boulevard; on the South and West by a road with a right of way of 20.30 meters and 45.00 meters respectively. Beginning xxx containing an area of FIFTY THOUSAND ONE (50,001) SQUARE METERS, more or less. xxx"

WHEREAS, the LESSOR has offered to lease out the entire LEASED PREMISES through public bidding on an "AS IS, WHERE IS" basis;

WHEREAS, the LESSEE has represented and warranted itself as qualified to lease under existing laws, rules and regulations and has inspected the said LEASED PREMISES, determined the conditions and verified the title thereto of the LESSOR;

WHEREAS, on the basis of the above-mentioned representation and warranty by the LESSEE, the LESSOR accepted the offer of the former to lease the LEASED PREMISES and pursuant to the recommendation of the SSS-Acquired Assets Disposal

Committee (SSS-AADC) per its Memorandum dated _____, the lease of the LEASED PREMISES was awarded to the LESSEE after a bidding duly conducted for the purpose;

WHEREAS, pursuant to the Resolution issued by the Board of Directors of the LESSEE during its meeting held on _____, its _____, _____, was authorized to sign, execute and deliver this CONTRACT for and its behalf; *(if corporation)*

WHEREAS, the acceptance of the offer and award of the lease to the LESSEE by the LESSOR were approved by the Social Security Commission (SSC) pursuant to its Resolution No. _____ dated _____;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the LESSEE'S faithful and strict compliance with the terms and conditions set forth below, the LESSOR hereby agrees to lease, let and deliver unto the LESSEE, and the latter hereby accepts by way of lease, the LEASED PREMISES as herein below described, in accordance with the following terms and conditions:

1. LEASED PREMISES

The "LEASED PREMISES" subject of this Contract shall be the Financial Center Area (FCA) located at 8001 Roxas Boulevard corner Macapagal Avenue, San Rafael, Pasay City, containing a total area of Fifty Thousand One Square Meters (50,001 sq.m.) including the 43,501 sq.m portion of the 44,001-sq. m. steel and concrete one (1) storey structure (the "HK Sun Plaza") constructed thereon, to be utilized for mixed-use commercial development and/or sublease.

The 500 sq. m. portion of the HK Sun Plaza not included in the LEASED PREMISES is allotted for SSS Pasay-Roxas Branch.

2. TERM

- 2.1. This lease shall be for a period of twenty-five (25) years inclusive of the rent-free "fit-out period" of six (6) months commencing on _____ and expiring on _____ (the "Lease Period");
- 2.2. This Contract may be renewed or extended by a written agreement of the parties and upon such terms and conditions that are mutually acceptable to them;
- 2.3. In case the LESSEE desires to renew this Contract, it must serve a written notice of its intention at least six (6) months before the expiration of the Lease Period. Failure by the LESSEE to exercise this privilege within the period stipulated, entitles the LESSOR to offer the LEASED PREMISES to any and all prospective lessee(s) and to lease out the same upon the expiration of this Contract.
- 2.4. Should the LESSEE, without the written consent of the LESSOR secured at least Six (6) months before the expiration of the Lease Period, continue to enjoy or hold over the LEASED PREMISES notwithstanding the expiration of this Contract, such hold over shall be construed as a tenancy from month to month basis and upon the same terms and conditions as herein contained, except for the monthly rental which shall be further escalated by _____ percent (___%). The LESSEE's right to continue possession under this arrangement shall terminate at the end of each month without necessity of demand. No implied lease is created.

- 2.5. If the LESSEE holds over the LEASED PREMISES notwithstanding the expiration, termination or cancellation of this Contract without the written consent of the LESSOR as above stipulated, and/or should the LESSEE continue occupying the LEASED PREMISES against the wishes of the LESSOR, the LESSEE shall be liable for and shall pay the LESSOR by way of liquidated damages for such occupancy and unauthorized use, an amount equivalent to two (2) monthly rentals stipulated herein for each month of occupancy or a fraction thereof, provided further, that the payment by the LESSEE of such liquidated damages shall not be considered as payment for the rentals nor shall it be construed to extend or renew this Contract. In either case, the LESSOR does not in any manner lose its right to eject the LESSEE from the LEASED PREMISES.
- 2.6. In case the LESSEE voluntarily pre-terminates this Contract, the LESSEE shall pay the LESSOR a Pre-termination Fee, to be deducted from the Guaranty Deposit provided in paragraph 4 hereof, in accordance with the following:

| Date of Pre-termination | Percentage of Forfeiture |
|------------------------------------|--------------------------|
| Within 1st half of Lease Period | 100% of Guaranty Deposit |
| Within 3rd quarter of Lease Period | 50% of Guaranty Deposit |
| Within 4th quarter of Lease Period | 25% of Guaranty Deposit |

3. RENTALS

- 3.1. The Monthly Rental for the LEASED PREMISES shall be _____ PESOS (₱_____), exclusive of twelve percent (12%) Value Added Tax (VAT), withholding tax and all other taxes that may be imposed on the Leased Premises by any government agency during the effectivity of the lease, payable within the first five (5) calendar days of the applicable month without need of notice or demand at the Office of the LESSOR;
- 3.2. It shall be subject to an annual escalation of three percent (3%) on the second year (2nd) to fifth year (5th), five percent (5%) on the sixth (6th) year up to the end of the Lease Period subject to re-pricing every five (5) years of the Lease Period.
- 3.3. Upon execution of this Contract, the LESSEE shall pay to the LESSOR the amount equivalent to two (2) monthly rentals or _____ PESOS (₱_____) as Advance Rental to be applied on the seventh (7th) and eighth (8th) months of occupancy of the LEASED PREMISES after the rent free fit-out period of six (6) months.
- 3.4. Likewise, upon the execution of this Contract, the LESSEE shall issue four (4) Postdated Checks for the first year covering the remaining four (4) months after the fit-out period and the application of the Advance Rental and twelve (12) Post-Dated checks for the second year of the Lease Period. Not later than the first five (5) days of the third year, the LESSEE shall issue another twelve (12) Postdated Checks to cover the monthly rental for the said year. This manner of payment shall continue until the expiration of the Lease Period. LESSEE'S failure for whatever reason to deliver the prescribed postdated checks shall not relieve the LESSEE from the obligation to pay rent and shall be deemed a violation of this Contract.

- 3.5. The LESSOR shall issue official receipt/s for every payment/s made by the LESSEE. It shall be the only acceptable proof of such payment.
- 3.6. Should the LESSEE opt to renew its lease, the monthly lease rate for the lease extension period shall cover the LEASED PREMISES, as well as, any building and permanent facility/improvement that will be introduced by the LESSEE on the LEASED PREMISES which ownership will be transferred to the LESSOR at the end of the Twenty-Five (25)-Year Lease Period.
- 3.7. Rental payments from the existing tenants of the LEASED PREMISES shall be collected by the LESSOR during the six (6) months rent-free fit-out period.

4. GUARANTEE DEPOSIT

- 4.1. The LESSEE shall, upon the signing of this Contract, pay an amount equivalent to two (2) monthly rentals, which amount shall constitute the Guarantee Deposit to be held and applied by the LESSOR to answer for any and all damages to the LEASED PREMISES due to the fault of the LESSEE, and as security for its return in proper condition and on the LESSEE's due observation of and faithful compliance with the terms and conditions of this Contract.
- 4.2. The said deposit shall not, during the Lease Period or any extension or renewal thereof be used to offset rentals or other payments due to the LESSOR from the LESSEE. The said deposit shall, unless the same is subject to forfeiture under this Contract, be refundable to the LESSEE without any interest thereon within thirty (30) days from the expiration of the Lease Period or any extension or renewal thereof and only after the LESSEE shall have vacated the LEASED PREMISES, deducting therefrom (a) the amount of any damage to the LEASED PREMISES due to the fault of the LESSEE and (b) all other amounts that may be payable by the LESSEE to the LESSOR under this Contract. Any amount deducted against the rental deposits shall be duly supported by receipts.
- 4.3. The LESSEE shall at all times maintain the deposit at an amount equivalent to two (2) monthly rentals. Accordingly, if during the Lease Period or any extension or renewal thereof, the deposit is reduced either as a result of deductions for any damage to the LEASED PREMISES, or due to rental increases as provided herein, the LESSEE shall, within five (5) days from demand, remit the amount necessary to keep the value of the deposit at the current level of two (2) months rental.

5. APPLICATION OF PAYMENTS

It is hereby agreed that payments made by the LESSEE shall be strictly applied in the following order: (a) Penalty obligations; and (b) Monthly Rentals and other charges. Accordingly, any and all payments made by the LESSEE to the LESSOR shall, notwithstanding any instructions by the LESSEE, first be applied to the Penalty obligations and then to the Monthly Rentals. Only after such Penalty obligations have been fully paid shall the payments be applied to Monthly Rentals and other charges.

6. PENALTY

- 6.1. In case of default in the payment of monthly rentals, Deposit and other charges, the LESSEE shall pay the LESSOR a penalty in the amount equivalent to two percent (2%) of the amount due, per month, computed from the date of delinquency, without prejudice to the right of the LESSOR to terminate this Contract.
- 6.2. Any amount advanced by the LESSOR in this Contract for and in behalf of the LESSEE with the latter's consent, or without such consent if the advance was made to protect its own interest, shall become due and demandable within five (5) calendar days from the date the other party is notified in writing of such advance made. The same rate of interest and penalty charges provided above shall be imposed on the amount due as advances computed from the due date.

7. USE AND CARE OF THE LEASED PREMISES

- 7.1. During the Lease Period, the LESSEE shall have possession of and the right to use the LEASED PREMISES in accordance with the terms and conditions set forth herein and in strict conformity with all laws, ordinances and regulations prescribed by government authorities and such reasonable rules and regulations as may be prescribed by the LESSOR.
- 7.2. The LEASED PREMISES shall be used by the LESSEE for commercial purposes only. Under no circumstance shall the LESSEE use the LEASED PREMISES for any other purpose/s without the prior written consent of the LESSOR.
- 7.3. The LESSEE shall take all precautions necessary to protect the LEASED PREMISES against predictable damage and/or damages caused by fortuitous events.
- 7.4. The LESSEE shall not use or allow the use of the LEASED PREMISES for illegal or immoral purposes, or for purposes prohibited by the LESSOR.
- 7.5. Violation of any of the foregoing guidelines in the use and care of the LEASED PREMISES shall entitle the LESSOR the option to (a) rescind this Contract; or (b) increase the rent; or (c) compel the LESSEE to stop the unauthorized activities.

8. REPAIRS AND MAINTENANCE OF THE LEASED PREMISES

- 8.1. Major or extraordinary repairs as well as ordinary or minor repairs shall be undertaken by and for the account of the LESSEE.
- 8.2. The LESSEE shall assume all responsibilities and expenses in the maintenance of the existing structure which shall include but not limited to the electric, water and sewerage treatment plant (STP), garbage collection, janitorial and security services.
- 8.3. The LESSEE shall, at its expense, maintain the LEASED PREMISES in a clean, beautiful and sanitary condition. The LESSEE shall provide for itself and at its own expense receptacles which the national and/or local laws or ordinances may prescribe to hold and contain waste matter, garbage and refuse, and shall deposit them at such places within the LEASED PREMISES.

9. CONSTRUCTION, ALTERATIONS AND IMPROVEMENTS

- 9.1. The LESSOR hereby allows the LESSEE to construct, alter or make improvements on the LEASED PREMISES based on the development plan approved by the LESSOR in writing and which has complied with the building, fire and safety codes promulgated by the National and Local Government.
- 9.2. Upon the expiration of this Contract, all improvements introduced in the LEASED PREMISES shall redound to the benefit of the LESSOR without any obligation on its part to reimburse the LESSEE for the value thereof. Its ownership shall be automatically be transferred to the LESSOR upon expiration of the Lease Period. Hence, should the LESSEE opt to renew its lease, the monthly rental rate for the lease extension period shall cover the existing LEASED PREMISES as well as the buildings and permanent facilities/improvements transferred to the LESSOR.
- 9.3. However, all demolished/dismantled construction materials from the existing structures owned by LESSOR such as good lumbers, steel frames, roofing materials and other useable materials shall be turned over and delivered to LESSOR as a result of any alteration, new construction and improvement thereof.
- 9.4. The installation of electric, water, telephone, teletype and other connections in the LEASED PREMISES shall be for the sole account and expense of the LESSEE.
- 9.5. The LESSEE shall obtain relevant permits from the proper government agencies for the improvements introduced on the LEASED PREMISES. Expense for any and all permits and government inspection fees shall be for the account of the LESSEE. The LESSOR shall have the right, after at least twenty-four (24) hours written notice to the LESSEE, to inspect the LEASED PREMISES/improvement introduced by the LESSEE, during and after completion thereof, to assure itself of compliance of this provision.
- 9.6. In the event that any law, ordinance, land use restriction, rule or regulation shall require that an alteration, addition or other change or improvement be made on the LEASED PREMISES as a result of the LESSEE's use of the LEASED PREMISES, the LESSEE hereby agrees to make, at its own expense, such alteration, addition, change or improvement with the prior written approval or consent of the LESSOR.

10. INSPECTION AND VISITATION

The LESSOR or its authorized representative or agents shall have the right to enter the LEASED PREMISES at any reasonable time of the day or as otherwise arranged by mutual consent, in order to inspect the same.

11. LIABILITY

- 11.1. The LESSOR assumes no liability to the LESSEE for any damage to third parties or the latter's merchandise, equipment, fixtures and other property, or for injury to or death of persons, including LESSEE's employees, clients or agents, or due to any owner or occupant of properties adjoining or contiguous thereto.

- 11.2. The LESSEE shall assume liability for loss, theft or destruction of and damage or injury to, goods, wares, merchandise or property of any kind of its employees, guests or third parties, and for injury to or death of any person, including employees, clients or agents of the LESSEE, which may occur due to any cause resulting directly or indirectly from the fault or negligence of the LESSEE, its employees, clients or agents, or due to any use, misuse or neglect of the LEASED PREMISES.
- 11.3. Finally, the LESSEE covenants and agrees to hold the LESSOR, free and exempted from and against any and all actions, suits, proceedings or claims, including attorney's fees or other expenses incurred in connection therewith, resulting directly or indirectly from or arising out of or in connection with any damage to property or injury to, or death of any person due to the negligence or fault of the LESSEE, its employees, clients or agents, or due to the use, misuse of or neglect of the LEASED PREMISES by the LESSEE, its employees, clients or agents.

12. TAKE-OVER OF THE LEASED PREMISES

- 12.1. The LESSEE shall authorize the LESSOR to enter the LEASED PREMISES as the agent or attorney-in-fact of the LESSEE in the following instances:
- 12.1.1. The LEASED PREMISES is abandoned, deserted or vacated before the expiration of the Lease Period, or any extension or renewal thereof;
- 12.1.2. Violation of any of the terms and conditions thereof by the LESSEE; or
- 12.1.3. Non-payment of lease in full by LESSEE.
- 12.2. The LESSOR shall consider this Contract terminated and shall further have the option to lease-out the same to other parties as the agent of the LESSEE, to receive the rent thereof, and to apply the same to the payment of the rent due under this Contract, holding the LESSEE liable for any deficiency, without prejudice to any right of action against the LESSEE.
- 12.3. For purposes of this paragraph, the LEASED PREMISES is deemed abandoned, deserted or vacated if for a period of thirty (30) or more consecutive calendar days within the Lease Period, or any extension or renewal thereof, the LESSEE has ceased operations in the LEASED PREMISES and the rental for such period is unpaid.
- 12.4. In case of abandonment by the LESSEE, the Guarantee Deposit shall be considered forfeited in favor of the LESSOR. In this connection, the LESSEE hereby authorizes the LESSOR to enter the LEASED PREMISES in whatever manner feasible, to take possession thereof and to clear the same of any or all of the properties and belongings of the LESSEE. The LESSOR may at the LESSEE's expense, transfer and store the LESSEE's properties found in the LEASED PREMISES in any warehouse or secure place and sell such properties at a public or private sale to compensate any outstanding liabilities of the LESSEE to the LESSOR.

12.5. This paragraph shall also not preclude the LESSOR from exercising its right/remedies that shall be set out anywhere else in the Terms of Reference or in this Contract for the LEASED PREMISES.

12.6. The LESSOR shall, likewise, consider this Contract terminated fifteen (15) days after either the issuance of a written notice or posting of notice at the LEASED PREMISES in case the LESSEE is nowhere to be found.

13. DEFAULT

The LESSEE shall be deemed in default within the meaning of this Contract in any of the following instances:

13.1. The LESSEE fails to pay on time the monthly rentals or any other financial obligation of the LESSEE stipulated herein;

13.2. The LESSEE violates any of the terms and conditions stipulated herein and such violation persists or remains unremedied despite written notice;

13.3. The LESSEE abandoned or is deemed to have abandoned the LEASED PREMISES under paragraph 12.6 hereof and the LESSEE fails to respond within fifteen (15) days from receipt of the LESSOR's written notice;

13.4. Upon the occurrence of any of the events of default as set forth in this Contract and if the cause of default is not cured within fifteen (15) days from receipt of written notice of such default, the LESSOR shall, in addition to other remedies as may be prescribed by law, have the following rights:

13.4.1. To terminate this Contract, and to immediately repossess the LEASED PREMISES without the necessity of instituting any judicial action. In this connection, the LESSEE hereby grants unto the LESSOR full power and authority to take possession of the LEASED PREMISES and to do or perform such acts as may be necessary to take possession, including but not limited to entering into the LEASED PREMISES, padlocking the same, cutting off utilities and services, and such other steps designed to enable the LESSOR effectively repossess the LEASED PREMISES;

13.4.2. To demand and receive from the LESSEE payment for any and all unpaid rentals and other financial obligations stipulated in or arising out of this Contract.

13.4.3. To demand and receive from the LESSEE payment for the rentals corresponding to the unexpired portion of the Lease Period or any extension or renewal thereof.

13.4.4. To take possession of and sell at public or private sale, any and all properties of the LESSEE found in the LEASED PREMISES and to apply the proceeds thereof in payment of any unpaid account of the LESSEE; and

13.4.5. To automatically forfeit in its favor, the Deposit referred to in paragraph 4 hereof.

14. SUBLEASE

- 14.1. The LESSEE may sublease the LEASED PREMISES, provided that the LESSEE shall be solely responsible in ensuring that the SUBLESSEE/S will conform to the terms and conditions of this Contract. Moreover, the LESSEE shall be primarily and jointly responsible for any act and/or omission of the SUBLESSEE/S that is violative of this Contract and/or for the damage such SUBLESSEE/S may cause.
- 14.2. Contracts with existing tenants of the LEASED PREMISES shall be respected by the LESSEE. Rentals during the six months rent-free fit-out period subject to paragraph 3.7 of this Contract shall be collected by the LESSOR.

15. INSURANCE AND SURETY BOND

- 15.1. Insurance. Not later than two (2) months after execution of this Contract and completion of any subsequent construction, the LESSEE shall obtain, at its own cost, an all-risk insurance coverage from the Government Service Insurance System (GSIS) for the existing structure and all other improvements that may be introduced during the term of the lease in an amount equivalent to their replacement value with the LESSOR as the beneficiary, and submit to SSS the original insurance policy and the corresponding Official Receipt (OR) within five (5) days from the issuance of said insurance policy.
- 15.2. Guaranty/Surety Bond. Not later than the end of the fit-out period six (6) months provided herein, submit to the LESSOR an acceptable form of guaranty such as a bank guaranty or irrevocable letter of credit issued by a Universal or Commercial Bank, or a continuing Surety Bond issued by the GSIS to fully secure the monthly lease for the LEASED PREMISES until the end of the lease period.
- 15.3. Penalty Clause. Should the LESSEE fail to perform any of its responsibilities stipulated in paragraphs 15.1 and 15.2, the LESSEE shall be liable to pay the LESSOR the amount of Php10,000.00 for every day of delay of the submission of the guaranty/irrevocable letter of credit/surety bond and the original insurance policy.

Should the LESSEE fail to perform any of its responsibilities as specified above, the LESSOR shall have the option to terminate this Contract as well as the option to re-bid the lease of the LEASED PREMISES. In such instance, the LESSEE shall forfeit any and all monies so far remitted to the LESSOR in relation to the lease of the LEASED PREMISES.

16. RETURN OF THE LEASED PREMISES

- 16.1. Upon the expiration of the Lease Period or any extension or renewal thereof, or upon the termination of this Contract as herein provided, the LESSEE shall immediately and peacefully return to the LESSOR the possession of the LEASED PREMISES as well as the commercial building and all permanent improvements thereon in good, clean, sanitary and tenantable condition, save reasonable and ordinary wear and tear and damage attributable to causes beyond the control of the LESSEE.
- 16.2. If the LEASED PREMISES together with the commercial building are not surrendered at the expiration of the Lease Period or any extension or

renewal thereof, or upon the termination of this Contract, the LESSEE shall be responsible to the LESSOR for any and all damages which the LESSOR may suffer by reason thereof, and indemnify the LESSOR against any and all claims made by the succeeding tenants, insofar as such delay is occasioned by the failure of LESSEE to surrender the same on time.

17. MAINTENANCE OF PEACE AND ORDER

The maintenance of peace and order within the LEASED PREMISES shall be the sole responsibility of the LESSEE.

18. CUMULATIVE REMEDIES

All rights and remedies conferred upon or reserved to the LESSOR under this Contract shall be deemed cumulative and not alternative. All other rights or remedies which may now or hereafter be given to the LESSOR by law or equity may be enforced concurrently from time to time.

19. DISPUTES/JUDICIAL REMEDIES

19.1. All actions and controversies that may arise from this Contract including its annexes, if any, involving but not limited to demands for the specific performance of the obligations as specified herein and/or in the interpretation of any provisions or clauses contained herein, shall, in the first instance, be settled within thirty (30) calendar days through amicable means, such as, but not limited to mutual discussion. Should the dispute remain unresolved by the end of the aforementioned period, the dispute shall be settled in accordance with the applicable provisions of Republic Act No. 9285, otherwise known as the Alternative Dispute Resolution Act of 2004.

19.2. In the event a party to this Contract is compelled to seek judicial relief against the other party in order to enforce any or all of its right under this Contract, the defeated party, in addition to any other damages that may be awarded by the court to the winning party, hereby agrees to pay an amount equivalent to twenty five percent (25%) of the amount claimed by the winning party, but in no case be less than P20,000.00, as and for attorney's fees, exclusive of the costs of litigation and other expenses which the law entitles such party to recover from the defeated party.

19.3. The LESSEE hereby agrees to submit any action arising from or as an incident of this Contract to the exclusive jurisdiction of the Courts of Quezon City.

20. NON-WAIVER

Failure or delay by the LESSOR to enforce or demand strict performance by the LESSEE of any stipulation or condition of this Contract shall not affect the validity hereof, nor shall such be construed as abandonment, withdrawal, waiver or cancellation of such stipulation or condition, or right or option, or of the right of the LESSOR to subsequently enforce or demand performance of such provisions. No waiver by the LESSOR shall be deemed to have been made unless expressed in writing and signed by the LESSOR.

21. RELATIONSHIP

It is understood that the only relationship of the LESSOR and the LESSEE hereunder is that of Landlord and Tenant. No other relationship of any kind between said parties is created or intended to be created hereby, unless otherwise expressly provided for in this Contract.

22. NOTICES

Any notice or correspondence to be given hereunder or in connection with this Contract to the LESSEE shall be personally delivered or mailed by Registered Mail to the address that the LESSEE may designate by prior written notice to the LESSOR. Any notice or correspondence to be given the LESSOR shall be sent to its aforestated principal office.

23. TAXES, FEES AND DUES

Pursuant to Section 16 of Republic Act No. 1161, as amended by Section 1 of R.A. 8282 (the "Social Security Act of 1997"), the LESSOR is exempt from tax, legal process and lien. Thus, it is agreed and understood that should there be any change in the law or the interpretation thereof or any other circumstances which would subject the LEASED PREMISES and/or the rental payments hereunder to any kind of tax, (including, but not limited to Real Property Tax) assessment or levy which would constitute a charge against the LESSOR or create a lien against the LEASED PREMISES and/or rental payments, the LESSEE agrees and obligates itself to assume, shoulder and pay such tax, assessments or levy as it becomes due.

24. TRANSFER OF OWNERSHIP

In the event ownership of the LEASED PREMISES or any portion thereof is transferred or sold, all the terms and conditions of this Contract shall remain valid and subsisting and shall be binding on the transferee, without prejudice to the rights of the transferee and the LESSEE to modify, alter, amend or add any term or condition they may mutually agree upon. LESSOR shall give prior written notice to the LESSEE of any sale or transfer of ownership of the LEASED PREMISES or any portion thereof.

25. ENTIRE AGREEMENT

This Contract, the Terms of Reference and all other annexes shall constitute the whole of the agreement and understanding between the parties about the subject matter and representations, and conditions, not expressly contained herein by reference shall not be binding upon the parties, except those provided or required by the Philippine laws and regulations. No statement or agreement, oral or written, made prior to the execution hereof, and no prior conduct or practice of either party shall vary or modify the written terms and conditions set forth in this Contract. No alterations, additions or variations of the terms and conditions of this Contract shall be valid and binding between the parties unless made in writing and signed by both parties hereto.

26. SEPARABILITY CLAUSE

If any paragraph, subparagraph or part of this Contract is declared contrary to law or public policy, or is otherwise declared invalid, such shall not affect the other paragraphs, subparagraphs or parts of this Contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day
of _____ at Quezon City Philippines.

SOCIAL SECURITY SYSTEM
LESSOR

By:

(Designation)

(Designation)

LESSEE

By:

(Designation)

SIGNED IN THE PRESENCE OF:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
_____) SS.

BEFORE ME, this ____ day of _____ at _____,
Philippines, personally appeared,

| N a m e | Competent Evidence of Identity and CTC No. | Date/Place of Issue |
|---------|---|---------------------|
| _____ | _____ | _____/_____/_____ |
| _____ | _____ | _____/_____/_____ |
| _____ | _____ | _____/_____/_____ |

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 is their free and voluntary act
and deed as well as the free and voluntary act and deed of the principals they
represent.

This Instrument refers to a Contract of Lease, consisting of twelve (12) pages,
including this page on which this Acknowledgment is written, signed by the parties and
their instrumental witnesses on each and every page hereof.

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

Doc. No. _____;
Page No. _____;
Book No. _____;
Series of _____.