



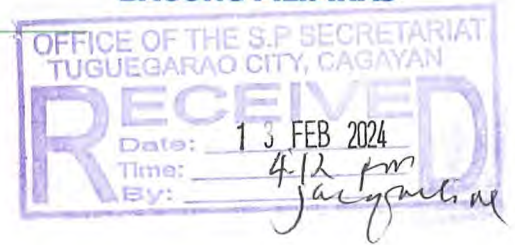
Republic of the Philippines  
Province of Cagayan  
Tuguegarao City



**BAGONG PILIPINAS**

**OFFICE OF THE CITY MAYOR**

13 February 2024



**THE PRESIDING OFFICER AND MEMBERS**  
Sangguniang Panglungsod  
This City

Dear *Presiding Officer and Member of the Sanggunian*:

This has reference to the renewal of the Contract of Lease between the City Government and Globe Telecom Inc., with respect to their established tower at the Mall of the Valley.

With this, the undersigned respectfully seek an authority in order to represent the City Government in the renewal of the said contract of lease.

For your reference and perusal attached herewith is a copy of the contract of lease.

In the name of public service,

  
**MAILA ROSARIO S. TING-QUE**  
*City Mayor*

**RENEWAL OF CONTRACT OF LEASE**

This Renewal of Contract of Lease (the "Renewal") is entered into by the LESSOR and LESSEE named hereunder, who hereby agree as follows:

The **CITY GOVERNMENT OF TUGUEGARAO**, with office address at Carig, Tuguegarao City, herein represented by its Local Chief Executive, **HON. MAILA ROSARIO S. TING-QUE**, by the virtue of Sangguniang Panglungsod Resolution No. \_\_\_\_, Series of \_\_\_\_\_, hereinafter referred to as the "**LESSOR**";

- and -

**GLOBE TELECOM, INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with office address at The Globe Tower, 32<sup>nd</sup> Street corner 7<sup>th</sup> Avenue, Bonifacio Global City, Taguig, Metro Manila, represented herein by its Vice President - Financial Planning and Analysis, **JUAN CARLO C. PUNO**, hereinafter referred to as the "**LESSEE**";

each a "Party" and collectively, the "Parties".

**-WITNESSETH THAT-**

**WHEREAS**, the Parties have executed an Original Contract of Lease notarized on January 05, 2015 by Atty. Virgilio R. Batalla., Notary Public for and in Makati City, entered as Document No. 299; Page No. 61; Book No.429; Series of 2015;

**WHEREAS**, the **LESSEE** expresses its intention to renew the existing lease for its telecommunications facilities, located at Bonifacio Street, Tuguegarao City, Cagayan, ("**Leased Premises**"), covered by Transfer Certificate of Title (TCT) No. \_\_\_\_\_ and Tax Declaration (TD) No. \_\_\_\_\_ and the **LESSOR** hereby agrees to renew the same;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the Parties hereby agree on the following terms and conditions:

- LESSOR** hereby agrees to renew the lease in favor of the **LESSEE** for a period of **Ten (10) years** or from **December 07, 2022** until **December 06, 2032**, and shall be renewed for the same period upon mutual agreement of the Parties. The Parties agree not to pre-terminate this Renewal, unless for a valid cause upon twelve (12) months prior written notice to the other Party.

It is hereby understood that there is an implied new lease on a month to month basis when **LESSEE** continues possession of the Leased Premises after the expiration of this Renewal. As such, **LESSEE** shall pay monthly rent to **LESSOR** in the amount provided under the existing agreement until another renewal for a new term is executed by the Parties.

- The lease shall be subject to the following consideration:

Rent	Forty Five Thousand Two Hundred Eight Pesos and 00/100 Centavos (P45,000.00) per month Net of Value Added Tax (VAT) and Net of Withholding Tax
Mode of Payment	Monthly
Annual Escalation Rate	Four and a Half percent (4.5%) per year beginning on the Second (2nd) year of the lease term

- In order for **LESSEE** to comply with its legal and government mandate and obligation as a public utility/public service provider, **LESSOR** hereby allows **LESSEE** to install, de-install, change, upgrade, enhance, replace, repair, maintain, modernize, update, improve and



transform its antennas, small cells (e.g pico cells), WiFi, ancillaries, accessories, cables, power source (e.g. genset, batteries, solar panels) and other facilities/equipment at such suitable places within the Leased Premises subject to prior written consent and approval of both Parties without additional cost to **LESSEE**.

4. The **LESSOR** may allow other telecommunications operators to install or lease any portion of the Lot provided the **LESSOR** warrants: (a) that in order to safeguard **LESSEE**'s concern on the technical aspects of its telecommunications facilities, the **LESSOR** shall furnish the **LESSEE** with the approved plans of the other telecommunications operators; (b) that the **LESSOR** shall obtain the prior written consent of the **LESSEE**; and (c) that the **LESSOR** shall not allow other telecommunications operators to install their telecommunications facilities on the Leased Premises and on **LESSEE**'s facilities (e.g. cable ladders). **LESSOR** hereby allows **LESSEE** to co-locate the Leased Premises with its affiliates, subsidiaries, and other mobile network operators without additional consideration.
5. The **LESSEE** and its assignee may assign, share, allow co-location, transfer, or convey its right of possession and lease over the Leased Premises subject to prior written consent and approval of the LESSOR. Execution of new contract if deemed necessary.
6. This *Renewal*, Original Contract of Lease, all succeeding renewals thereof, if any, and the following annexes, constitute the entire agreement of the Parties and shall govern their relationship.

Annex 1 – Schedule of Rental Payments  
Annex 2 – Sangguniang Panglungsod Resolution No. \_\_\_\_\_  
Annex 3 – Transfer Certificate of Title No. \_\_\_\_\_  
Annex 4 – Tax Declaration No. \_\_\_\_\_

7. **LESSOR** agrees to the collection, processing, use, and sharing of the data that the **LESSOR** provides to **LESSEE**, its assignee, and its representatives through this *Renewal* for the requirements needed for this *Renewal*. The **LESSOR** understands and recognizes that the collection, processing, use, and sharing of such data, which may include Personal and Sensitive Personal Information, shall be in accordance with the Data Privacy Act of 2012 and the Privacy Policy of **LESSEE**, its assignee and its representatives.
8. This *Renewal* may be executed in any number of counterparts, each of which is an original, but all of which together constitute one and the same agreement. This *Renewal* may be executed electronically or by way of electronic signature and such electronic signatures shall be deemed original signatures, have the same force and effect as manual signatures and be binding upon the Parties. If this *Renewal* shall be executed electronically, the best evidence of this *Renewal* shall be a copy of this *Renewal* bearing an electronic signature, in portable document format (PDF) form or in any other electronic format intended to preserve the original graphic and pictorial appearance of a document.

All other provisions of the Original Contract of Lease, as well as all other renewal/s or amendment/s thereof, if any, which are not in conflict herein shall remain valid and effective and shall be binding on the Parties, their successor-in-interest, heirs, assigns, representatives, and/or agents for the entire duration of this *Renewal*.

IN WITNESS WHEREOF, the Parties have hereunto set their hands at  
this \_\_\_\_\_.

**CITY GOVERNMENT OF TUGUEGARAO**  
**LESSOR**

**GLOBE TELECOM, INC.**  
**LESSEE**

By:

**HON. MAILA ROSARIO S. TING-QUE**  
Local Executive Chief

By:



