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Republic of the Philippines  
PROVINCE OF ZAMBOANGA DEL NORTE  
Municipality of Siayan



**OFFICE OF THE SANGGUNIANG BAYAN**

**EXCERPT FROM THE MINUTES OF THE REGULAR SESSION OF THE SANGGUNIANG BAYAN OF  
SIAYAN, ZAMBOANGA DEL NORTE HELD AT THE MUNICIPAL SESSION HALL ON THE  
28TH DAY OF MARCH 2022.**

**PRESENT:**

Hon. Primitivo D. Castillo, Presiding Officer,  
Hon. Emelyn P. Tulawe, Presiding Officer Pro-Tempore  
Hon. Estrella S. Zapatos,  
Hon. Oliver A. Romero, Floor Leader  
Hon. Ma. Roselyn G. Secretario,  
Hon. Rico V. Jamisola,  
Hon. Rey L. Anugon, Assistant Floor Leader  
Hon. Alfredo R. Labastida  
Hon. Phil A. Saraga, SK Fed. President,  
Hon. Johnny C. Anugon, Sr., IPMR,

Municipal Vice Mayor  
Sangguniang Bayan Member

-do-  
-do-  
-do-  
-do-  
-do-  
-do-  
-do-

**ABSENT:**

Hon. Vanessa Lyn B. Atuy,  
Hon. Maribel C. Okay, ABC President, O.B.  
Hon. Johnny C. Anugon, Sr., IPMR, O.B.

-do-  
-do-  
-do-

**\*RESOLUTION NO. 042**

Series of 2022

**RESOLUTION AUTHORIZING THE LOCAL GOVERNMENT UNIT OF SIAYAN, ZAMBOANGA DEL NORTE REPRESENTED BY THE HONORABLE MUNICIPAL MAYOR ATTY. JOSECOR S. GEPOLONGCA TO ENTER INTO AND SIGN A CONTRACT OF LEASE BETWEEN THE MICHEL J. LHUILLIER FINANCIAL SERVICES (PAWNSAHOP), INC. REPRESENTED BY ITS PRESIDENT AND CEO, MICHAEL L. LHUILLIER OR CHAIRMAN OF THE BOARD AND CORPORATE SECRETARY MICHEL J. LHUILLIER, A RESIDENTS OF CEBU CITY IN THE OCCUPANCY OF MARKET BUILDING SIMULTANEOUSLY ITS LAND OF THE LOCAL GOVERNMENT UNIT OF SIAYAN, ZAMBOANGA DEL NORTE.**

**WHEREAS**, the terms and conditions/covenant of both parties are stipulated in the AGREEMENT;

**WHEREFORE**, premise of the foregoing consideration and on motion of Hon. Emelyn P. Tulawe, duly seconded by Hon. Oliver A. Romero, it was

**RESOLVED**, as this body hereby resolved by **AUTHORIZING THE LOCAL GOVERNMENT UNIT OF SIAYAN, ZAMBOANGA DEL NORTE REPRESENTED BY THE HONORABLE MUNICIPAL MAYOR ATTY. JOSECOR S. GEPOLONGCA TO ENTER INTO AND SIGN A CONTRACT OF LEASE BETWEEN THE MICHEL J. LHUILLIER FINANCIAL SERVICES (PAWNSAHOP), INC. REPRESENTED BY ITS PRESIDENT AND CEO, MICHAEL L. LHUILLIER OR CHAIRMAN OF THE BOARD AND CORPORATE SECRETARY MICHEL J. LHUILLIER, A RESIDENTS OF CEBU CITY IN THE OCCUPANCY OF MARKET BUILDING SIMULTANEOUSLY ITS LAND OF THE LOCAL GOVERNMENT UNIT OF SIAYAN, ZAMBOANGA DEL NORTE.**

**RESOLVED FINALLY**, to furnish copies of this resolution to all offices concerned for information and appropriate action.

Carried unanimously"

**I HEREBY CERTIFY** to the correctness of the foregoing resolution.

**CERTIFIED CORRECT  
AS TO ITS PASSAGE:**

**PRIMITIVO D. CASTILLO**  
Municipal Vice Mayor  
(Presiding Officer)

**WILFREDO Q. DOMPALES**  
Sangguniang Bayan Secretary



## CONTRACT OF LEASE

### KNOW ALL MEN BY THESE PRESENTS:

This Contract of Lease is executed by and between:

**LOCAL GOVERNMENT UNIT OF SIAYAN** a public corporation existing under and by virtue of the laws of the Republic of the Philippines represented in this act by its **Municipal Mayor Honorable Atty. Josecor S. Gepolonga** of legal age, Filipino, married, and a resident of **Poblacion Siayan Zamboanga del Norte** and hereinafter called the **LESSOR**;

-and-

**Michel J. Lhuillier Financial Services (PAWNSHOPS), INC.**, represented by its President & CEO, **MICHAEL L. LHUILLIER**, or Chairman of the Board & Corporate Secretary, **MICHEL J. LHUILLIER**, both of legal age, Filipinos, and residents of Cebu City, Philippines, and hereinafter called the **LESSEE**;

WITNESSETH;

**WHEREAS**, the LESSOR is the lawful and absolute owner of a parcel of land with a commercial building constructed thereon situated in **Poblacion Siayan Zamboanga del Norte** which properties are particularly described as follows:

Transfer Certificate of Title No.: Board Resolution

Tax Declaration /Property ID No.:  
(for the land)

Tax Declaration /Property ID No.: \_\_\_\_\_  
(for the building)

**WHEREAS**, the LESSOR hereby grants and lets unto the LESSEE and the latter hereby accepts to lease a certain portion of the aforementioned premises, particularly described as Market Tienda, and consisting of (27) square meters, more or less;

**WHEREAS**, the LESSOR warrants that the leased premises where the branch of the LESSEE is situated/constructed is exactly the same portion described above as the object of the lease contract and s/he further acknowledges that s/he her/himself pointed out to the LESSEE the foregoing leased portion which is the exact location of the LESSEE's branch

**WHEREFORE**, for and in consideration of the foregoing premises, and the commitments herein established, the parties hereto agree as follows:

1. **RENOVATION PERIOD.** The LESSOR hereby agrees to give the LESSEE **thirty days (30)** days within which to renovate the premises, free of rental and thereafter the lease shall commence and that the renovation period shall start on **JULY 1, 2022**



3. **RENTAL FEE.** The LESSEE shall pay to the LESSOR rental at the rate of **Three Thousand Pesos Only (P3,000.00)** Philippine Currency, for the **first Three (3) years** and **Ten (10%) percent** increase for every **Three (3) years** thereafter.

The rates will be as follows:

Term	Gross Rental W/Tax(5%)	Amount to Lessor
JULY 01, 2022 - JUNE 30, 2025	P 3,000.00	P 3,000.00
JULY 01, 2025 - JUNE 30, 2028	P3,300.00	P 3,300.00
JULY 01, 2028 - JUNE 30, 2031	P3,630.00	P 3,630.00
JULY 01, 2031 - JUNE 30, 2034	P3,993.00	P 3,993.00
JULY 01, 2034 - JUNE 30, 2037	P4,392.30	P4,392.30

The LESSEE hereby binds itself to make an advance rental of **Two (2) months** in the amount of **Six Thousand Pesos Only (P6,000.00)** only, applicable on the two month of stay **JULY 01, 2022 to AUGUST 31, 2022**, and a security deposit equivalent to **Two (2) Months** rent amounting to **Six Thousand Pesos Only (P6,000.00)**, refundable not later than **Thirty (30) Days** upon the termination of this contract subject to application if there be unpaid water and electric bills. If the LESSOR fails to return the unused security deposit and/or unused advance rental within 30 days from termination of the contract, the LESSOR shall be liable for interest on the amount at the rate of 3% per month until paid.

4. **OWNERSHIP OF MOVABLE PROPERTIES.** It is likewise agreed and covenanted that the vault door, vault safe, air-conditioning unit(s), signage's, antenna, roll-up door, accordion door, counter glass, counter grills and other improvements shall remain to be the absolute and exclusive property of the LESSEE and can be removed anytime or upon termination of the lease or in case the LESSEE will vacate the premises.
5. **SIGNAGES.** The LESSEE has the right to put up a big horizontal/vertical sign of its trade name or business name in any convenient place in the leased premises as well as a radio antenna free of rental.
6. **BUSINESS UNDERTAKING.** The LESSEE is authorized to carry out any other business undertaking whether or not similar to, or related to financial services and/or trading business within the leased premises.
7. **PRE-TERMINATION.** The LESSEE is hereby allowed to pre-terminate the Contract even before the expiration of the same without any obligation on the unexpired portion provided that it notifies the LESSOR at least **two (2) months** prior to the said pre-termination.

On the other hand, in case the LESSOR shall not intend to renew this Contract of Lease, he shall serve a written notice to the LESSEE at least **two (2) months** prior to the intended date to vacate, to allow LESSEE to move or transfer to another location.



8. **EFFECTIVITY OF CONTRACT.** This Contract of Lease shall remain binding to the heirs, successors and assigns of the LESSOR during the existence of this contract and that in case of sale of leased premises within the period of the existence of the lease contract, it shall be the duty of the LESSOR to notify any prospective buyer of the leased premises of the existence of the lease contract.
9. **FORTUITOUS EVENTS.** In case of natural calamities, other fortuitous events or the lawful orders of the government (such as but not limited to fire, flood, armed conflict, orders during Martial Law, etc.) resulting to the temporary non-enjoyment of the leased premises by the LESSEE, the payment of the rental shall be suspended and the LESSEE shall not be liable for payment of rent for the period on non-enjoyment of the leased premises. The payment of rental shall resume once the premises is re-occupied by the LESSEE which shall be in the same condition as that when the lease was commenced.
10. **PEACEFUL ENJOYMENT OF THE PREMISES.** The LESSOR shall warrant that the LESSEE shall peaceably hold and enjoy the leased premises during the period of this contract of lease and to make thereon all the necessary repairs of the premises in order to preserve them in serviceable condition for the purpose for which they are leased. The LESSEE shall not be liable to any third person claiming to have right in the leased premises. In case of major repairs, both the LESSEE and the LESSOR shall bear the expenses in equal shares. The written consent and approval of both parties is required before any major repair can be made.

*Handwritten: Clear*

The LESSOR further warrants that the leased premises, especially its frontage and near sideways, shall be free from the presence of ambulant vendors, *alaheras*, watch repairs, fruit stands, and other similar businesses in order not to impede the orderliness of the flow of the customers going in and out of the leased premises.

11. **SUB-LEASE.** The LESSEE may sub-lease the premises or any part of it to third parties, provided that, LESSEE shall continue to be liable to the LESSOR for the full payment of the rental fees for the duration of this contract.
12. **UTILITY BILLS AND OTHER TAXES.** The LESSEE shall pay their own water and electric consumption. The LESSOR shall pay all real property taxes, assessments, and charges which are levied, imposed or assessed upon or against the leased premises.
13. **VENUE OF LITIGATION.** In case of litigation arising from this contract, the venue shall be the appropriate trial court exercising jurisdiction over the area where the principal business of the LESSEE is located to the exclusion of all other venues.

IN WITNESS WHEREOF, the parties hereto affix their signatures this  
\_\_\_\_ day of \_\_\_\_\_, 2022 at the City of \_\_\_\_\_,  
Philippines

  
**ATTY. JOSECOR S. GEPOLOGCA**

**LESSOR**

**MICHEL J. LHUILLIER FINANCIAL SERVICES**  
**(PAWNSHOPS.) INC.**  
**LESSEE**

**By:**

**MICHAEL L. LHUILLIER**  
**President & CEO**

**Or**

**MICHEL J. LHUILLIER**  
**Chairman of the Board and**  
**Corporate Secretary**

**SIGNED IN THE PRESENCE OF:**



## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S.

BEFORE ME, a notary public, for the cities and province of \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, personally appeared, \_\_\_\_\_ with \_\_\_\_\_ issued on \_\_\_\_\_ at \_\_\_\_\_, who is known to me to be the same person who executed the foregoing instrument which he acknowledges to be his free and voluntary act and deed.

This instrument consisting of FIVE (5) pages including this page whereon the acknowledgment is written has been signed by the parties and their instrumental witnesses on each and every page thereof.

**WITNESS MY HAND AND SEAL** on the date and at the place first above stated.

Doc. No. \_\_\_\_\_;  
Page No. \_\_\_\_\_;  
Book No. \_\_\_\_\_;  
Series of 2020.

## ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
CITY OF \_\_\_\_\_ ) S.S.

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