

**MEMORANDUM OF AGREEMENT  
Between the Sual Corporation and  
Ilocos Norte Electric Cooperative, Inc.**

*For the Establishment and Administration of Trust Accounts in Accordance with  
DC2018-08-0021 for Sual Coal Fired Thermal Power Plant*

**KNOW ALL MEN BY THESE PRESENTS:**

This Memorandum of Agreement (the "**Agreement**"), made and entered into by and between:

**Team Sual Corporation**, a private corporation duly organized and existing under the laws of the Philippines, with principal office address at 25F W Fifth Avenue Building, 5<sup>th</sup> Avenue, Bonifacio Global City, Taguig City, duly represented by its Officer In Charge **Mitsuhiro Kojima**, hereinafter, referred to as "**TSC**".

**and**

**Ilocos Norte Electric Cooperative, Inc.**, a non-stock, non-profit organization, created and organized under Presidential Decree No. 269, as amended, with principal office address at Suyo, Dingras, Ilocos Norte, represented herein by its Board President Rex Vincent C. Rivala, duly authorized to represent it in this Agreement, hereinafter referred to as "**INEC**";

**TSC** and **INEC** shall hereinafter be collectively referred to as "**Parties**" and individually as a "**Party**".

**WITNESSETH: That**

**WHEREAS**, Section 5 (i) of Republic Act No. 7638 (R.A. No. 7638), otherwise known as the "Department of Energy Act of 1992" mandates the Department of Energy (DOE) to devise ways and means of giving direct benefits to the province, city or municipality, specially the community and people affected and equitable and preferential to the region that Hosts the energy resource and/or the energy-generating facility;

**WHEREAS**, Energy Regulations No. 1-94 (ER 1-94) was promulgated by the DOE on 01 August 1994 to operationalize the implementation of section 5 (i) of R.A. No. 7638;

**WHEREAS**, Energy Regulations ("ER") No. 1-94 implementing Section 5(i) of Republic Act No. 7638, otherwise known as the "Department of Energy Act of 1992", grant financial benefits to the host communities of the energy-generation company and/or energy resources;

**WHEREAS**, Section 66 of R. A. No. 9136, otherwise known as the "Electric Power Industry Reform Act of 2001" and Rule 29(A) of its Implementing Rules and Regulations (EPIRA-IRR) require all energy generation companies (GenCos) and/or energy resource developers (ERDs) to provide financial benefits equivalent to one centavo per kilowatt-hour (P0.01/kWh) of the total electricity sales of the generation facility to the region, province, city or municipality and barangay that host the generation facility and energy resource facility, as well as the establishment of corresponding trust accounts and the administration thereof by the DOE;

**WHEREAS**, on 07 August 2018, DOE issued Department Circular No. DC2018-08-0021, amending for the purpose Rule 29 (A) of the EPIRA-IRR, to accelerate socio-economic development and to have a more effective and efficient utilization of the funds and to enforce the immediate provision of benefits to Host communities;

**WHEREAS**, pursuant to Section 6 of DC2018-08-0021 the financial benefit shall be allocated in the following manner:

"6.1. Electrification Fund

Fifty percent of one centavo per kilowatt-hour (P0.0050/kWh) of the Electricity Sales shall set aside as EF.

The EF shall be applied in the following radiating order:

- 6.1.1. Community and People Affected
- 6.1.2. Host Barangay/s
- 6.1.3. Host Municipality/ies or City/ies
- 6.1.4. Host Province/s
- 6.1.5. Host Region/s; and
- 6.1.6. Other prioritized areas by the DUs, as may be approved by

DOE"

**NOW, THEREFORE**, in view of the foregoing, the **Parties** hereby stipulate and agree as follows:

**Section I. Scope of Agreement**

This **Agreement** shall cover the establishment and administration of a separate trust account for **EF**, that shall accrue based on the electricity sales as financial benefit for the Host LGUs/Regions through **INEC** (the "EF Trust Account").

**Section II. Responsibilities of the Parties**

1. **TSC** shall:

- 1.1. Upon receipt of the Financial Benefits from Power Sector Assets and Liabilities Management Corporation (PSALM), remit directly to **INEC** its share EF in the manner set forth in Section 6 of DC2018-08-0021;

- 1.2. The EF shall be remitted quarterly, subject to the submission of the Annual Work Plan (AWP), Board Resolution approving the AWP and Liquidation of Completed Projects by **INEC**;
- 1.3. Establish separate **regular accounts** in trust and/or for the benefit of the ER 1-94 Funds in accordance with the **1<sup>st</sup> Advisory on the Implementation of DC2018-08-0021**

2. **INEC** shall:

- 2.1. Be responsible for the opening and maintenance of the EF Trust Account
  - a) If **INEC** has an existing EF Trust Account, it shall request the Authorized Government Depository Bank (AGDB) to adopt the account name stated below and subsequently issue a certification of the said account, its status and current available balance.

INEC-SUAL-EF (ER 1-94)

- b) If **INEC** does not have an existing EF Trust Account, its shall establish a trust account specific for the EF, under the account name below:

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- 2.2. Maintain the required balance in the EF Trust Account (the "Maintaining Balance"), which shall not be withdrawn by **INEC**.

The fees and charges relative to the maintenance of such trust account shall be considered as administrative expenses and shall be deducted from the EF Trust Account.

- 2.3. Accept all remittances made by **TSC** as deemed certified by the DOE, subject to post audit rules and regulations.
- 2.4. Issue Official Receipt (OR) within five (5) days upon remittance.
- 2.5. Prepare and submit to **TSC** the AWP as provided in Section 10 of Circular No. DC2018-08-0021. The AWP shall be submitted in print and in electronic copy to **TSC** not later than March 15 of every year. It shall identify the priority tangible projects under the EF that can be implemented within the reference year of the AWP. The AWP shall be prepared by **INEC** in accordance with its Distribution Development Plan (DDP);

**Section III. Effectivity of Agreement**

This Agreement shall take effect immediately upon signing by both Parties and remain valid and effective unless revoked, modified and/or amended.

**Section IV. Amendments**

Any amendment or modification of this Agreement will only be effective upon written consent by the **Parties**.

**IN WITNESS WHEREOF**, the Parties hereby set their hands this \_\_\_\_ day of \_\_\_\_\_, 2023 in \_\_\_\_\_.

**Team Sual Corporation**

**Ilocos Norte Electric Cooperative, Inc.**

By:

By:

  
**Mitsuhiro Kojima** ✓  
Officer In Charge

  
**Rex Vincent C. Rivalal**  
Board President

**Signed in the presence of Witnesses**

  
**Maria Teresa C. Lopez** ✓  
AVP-Corporate Affairs & TEFI

  
**Gauttier T. Dupaya**  
Project Supervisor/Acting General Manager

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)  
TAGUIG CITY ) ss

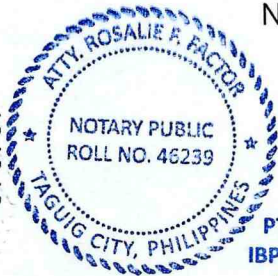
BEFORE ME, this \_\_\_\_\_ day of JUN 13 2023, at TAGUIG CITY  
personally appeared:

| Name             | Designation       | Company               | ID Number  |
|------------------|-------------------|-----------------------|--|
| Mitsuhiro Kojima | Officer In Charge | TeaM Sual Corporation | Japanese Passport Issued on March 10, 2014/Japan Ministry of Foreign Affairs Expires on March 10, 2024 |


This instrument which consists of six (6) pages, including this page on which this acknowledgment is written, has been signed by the above Party and his instrumental witnesses on each and every page thereof and sealed with my notarial seal.

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

Doc. No. 310  
Page No. 63  
Book No. XI  
Series of 2023



Notary Public

  
**ROSALIE F. FACTOR**  
Notary Public for Taguig City  
Commission No. 47 Until Dec. 31, 2023  
Roll of Atty. No. 46239  
PTR No. A-5798979 - 01/11/23 - Taguig City  
IBP No. LRN-05115 - 01/27/05 - Lifetime PPLM  
25/F W Fifth Avenue Building, 5<sup>th</sup> Avenue  
Bonifacio Global City, 1634 Taguig City, Philippines

BEFORE ME, this \_\_\_\_\_ day of JUN 02 2023, at LAOAG CITY  
personally appeared:

| Name                   | Designation     | Company                                 | ID Number |
|------------------------|-----------------|---|-----------|
| Rex Vincent C. Rivalal | Board President | Ilocos Norte Electric Cooperative, Inc. |           |

This instrument which consists of six (6) pages, including this page on which this acknowledgment is written, has been signed by the above Party and his instrumental witnesses on each and every page thereof and sealed with my notarial seal.

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

Doc. No. 476 ;  
Page No. 97 ;  
Book No. XXXIV ;  
Series of 2023

Notary Public

**ATTY. LIMBERGE PAUL G. CORPUZ**  
NOTARY PUBLIC  
UNTIL DECEMBER 31, 2023  
JEN. LUNA COR/FONACIER STS., LAOAG CITY  
PTR NO. 2487003/01.03.2023/LAOAG CITY  
SP NO. 256769/01.01.2023/ILOCOS NORTE  
ROLL NO. 71146  
MCLE Compliance No. VII-0009363  
NOTARIAL COMMISSION NO. 2022-1706-29-2022/LC