

MEMORANDUM OF AGREEMENT
Between the Pagbilao Energy Corporation and
Barangay Ibabang Polo

*For the Establishment and Administration of Trust Accounts in Accordance with
DC2018-08-0021 for 420MW Unit 3 Pagbilao Coal-Fired Thermal Power Station*

KNOW ALL MEN BY THESE PRESENTS:

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

Pagbilao Energy Corporation, a private corporation duly organized and existing under the laws of the Philippines, with principal office address at 25F W Fifth Avenue Building, 5th Avenue, Bonifacio Global City, Taguig City, duly represented by its President John V. Alcordo, hereinafter, referred to as “**PEC**”.

and

Barangay Ibabang Polo, a local government unit of the Republic of the Philippines, with office address at the Barangay Hall, Brgy Ibabang Polo, Pagbilao, Quezon, duly represented herein by its Chairman Arnel R. Amandy, per Sangguniang Barangay under Resolution No. 20 series of 2019, and hereinafter referred to as “**BGU**”.

PEC and **BGU** 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, in accordance with Republic Act No. 8371 (RA 8371) also known as “The Indigenous Peoples’ Rights Act of 1997”, the DOE promulgated Department Circular No. DC2018-03-0005 on 20 March 2018 recognizing the rights of the Indigenous Cultural Communities (ICCs) and Indigenous Peoples (IPs) to their ancestral domain and the natural resources therein and provides for reasonable share in the development and livelihood fund (DLF) and for the reforestation, watershed management, health and/or environment enhancement fund (RWMHEEF) components of the ER 1-94 funds;

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. In this regard, by virtue of the transition to an efficient distribution of funds, the Host Communities shall not withhold or delay issuance of the necessary permits required for the operations of the energy resource and/or energy-generating facility;

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

“6.2. Twenty-five percent (25%) of one-centavo per kilowatt-hour (P0.0025/kWh) for Development and Livelihood Fund (“DLF”); and Twenty-five percent (25%) of one centavo per kilowatt-hour (P0.0025/kWh) for Reforestation, Watershed Management, Health and/or Environment Enhancement Fund (“RWMHEEF”);

The DLF and RWMHEEF shall be allocated in the following manner:

6.2.1. Community and People Affected	-5%
6.2.2. Host Barangay/s	-20%
6.2.3. Host Municipality/ies or City/ies	-35%
6.2.4. Host Province/s	-30%
6.2.5. Host ICCs/IPs	-5%
6.2.6. Host Region	-5%

In the absence of Community and People Affected, funds allocated for the same shall form part of the fund for the Host Barangay.

In the absence of ICCs/IPs, the funds allocated for the same shall form part of the fund for the Host Region."

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 by the **BGU** of separate trust accounts for **DLF** and **RWMHEEF** (the "DLF and RWMHEEF Trust Accounts").

Section II. Responsibilities of the Parties

1. PEC shall:

- 1.1. Remit directly to **BGU** its share of the DLF and RWMHEEF in the manner set forth in Section 6 of DC2018-08-0021;
- 1.2. The DLF and RWMHEEF shall be remitted quarterly based on the reported Electricity Sales and in accordance with the following:
 - a) The DLF and RWMHEEF accruing from the billing period 26 March 2018 to June 2019 shall be directly remitted to **BGU** on or before December 2019, provided the latter has already established its own trust accounts.
 - b) For the succeeding quarterly billing periods, the remittance shall be made within fifteen (15) calendar days after the end of each billing quarter.
- 1.3. Establish separate **regular accounts** in trust and/or for the benefit of the ER 1-94 Funds in accordance with the **1st Advisory on the Implementation of DC2018-08-0021**.

2. BGU shall:

- 2.1. Be responsible for the opening and maintenance of the DLF and RWMHEEF Trust Accounts in accordance with DC2018-08-0021;

It shall request the Authorized Government Depository Bank (AGDB) to adopt the account names stated below and subsequently issue a certification of the said accounts, its status and current available balance.

BARANGAY IBABANG POLO PAGBILAO QUEZON PEC DLF (ER 1-94)

BARANGAY IBABANG POLO PAGBILAO QUEZON PEC RWMHEEF (ER 1-94)

All costs related to the opening of such trust accounts shall be considered as administrative expenses and shall be deducted from the DLF and RWMHEEF Trust Accounts.

- 2.2. Maintain the required balance in the DLF and RWMHEEF Trust Accounts (the "Maintaining Balance"), which shall not be withdrawn by BGU.

The fees and charges relative to the maintenance of such trust accounts shall be considered as administrative expenses and shall be deducted from the DLF and RWMHEEF Trust Accounts.

- 2.3. Prepare and submit to PEC 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 PEC not later than March 15 of every year. It shall identify the priority tangible projects under the DLF and RWMHEEF that can be implemented within the reference year of the AWP. The BGU shall post the validated AWP in its website and in absence thereof, in two (2) conspicuous places within its area. The AWP shall be supported by a Resolution from the Sanggunian for the LGUs, or Council for the Region and ICCPs/IPs, certifying that the said list of tangible projects is in accordance with their respective CDP, CLUP, RDP, RPFP, ADSDPP, and IPDP, whichever is applicable;
- 2.4. Conduct minimum social preparation activities such as, but not limited to, community consultations and orientations in the preparation of the AWP.
- 2.5. Accept all remittances made by PEC as deemed certified by the DOE, subject to post audit rules and regulations; and
- 2.6. Issue Official Receipt (OR) within five (5) calendar days upon remittance by PEC.



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

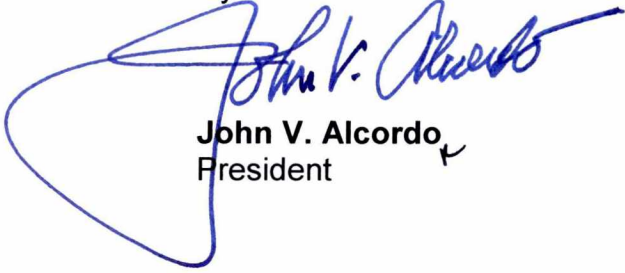


Any amendment or modification of this Agreement will only be effective upon written consent by the **Parties**.

IN WITNESS WHEREOF, the Parties hereby set their hands this ____ day of
AUG 30 2019, 2019 in LUCENA CITY.

Pagbilao Energy Corporation

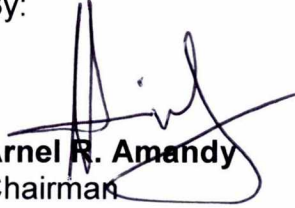
By:



John V. Alcordo
President ✓

Barangay Ibabang Polo

By:



Arnel R. Amandy
Chairman

Signed in the presence of Witnesses:

Maria Teresa C. Lopez
Maria Teresa C. Lopez ✓
Authorized Representative

ABELARDO S. GONZALEZ
ABELARDO S. GONZALEZ
BULM. SECRETARY

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
Taguig City) ss

BEFORE ME, this _____ day of SEP 02 2019, at Taguig City
personally appeared:

Name	Designation	Company	ID Number
John V. Alcordo	President	PEC	P2257933A


PHILIPPINE PASSPORT

This instrument which consists of seven (7) 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.



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Page No. 15
Book No. VII
Series of 2019


ROSALIE F. FACTOR
Notary Public for Taguig City
Commission No. 14 - Until Dec. 31, 2019
Roll of Atty. No. 46239
PTR No. A-4221847 - 01/03/19 - Taguig City
IBP No. LRN-05115 - 01/27/05 - Lifetime PPLM
25/F W Fifth Avenue Building, 5th Avenue
Bonifacio Global City, 1643 Taguig City, Philippines

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

LUCENA CITY) ss

BEFORE ME, this _____ day of AUG 30 2019, at LUCENA CITY
personally appeared:

Name	Designation	Company	ID Number
Arnel R. Amandy	Chairman	Barangay Ibabang Polo	DRIVER'S LICENSE NO 2-93-222356

This instrument which consists of seven (7) 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.

Notary Public

GEOFF LYN D. SAN AGUSTIN

Notary Public
Until 31 December 2020
NC No. Appn. 2019-19R / Quezon Province & Lucena City
Roll No. 65763 / TIN 933-329-592
PTR No. 0966804 / 3 Jan. 2019 / Lucena City
IBP Lifetime No. 015732 / Quezon Province
34-B Abellanosa St., Brgy. 5, Lucena City

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Page No. 67 ;
Book No. XVII ;
Series of 2019