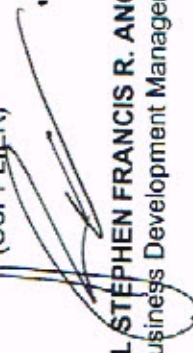


**CONTRACT NO. LOG MSSP 2022-11-111-JBO**

**SUPPLY AND DELIVERY OF ADDITIONAL OIL-BASED FUEL  
TO SPUG POWER PLANTS AND BARGES FOR CY 2022  
(PACKAGES 1, 6, 7 & 18)  
HO-FMG22-006 / PB221012-JL**

**FILPRIDE RESOURCES, INC.**  
(SUPPLIER)  
BY:   
**RONDEL STEPHEN FRANCIS R. ANGELES**  
Business Development Manager

KNOW ALL MEN BY THESE PRESENTS:

This Contract, made and entered into in Quezon City, Philippines, by and between:

The **NATIONAL POWER CORPORATION**, a government-owned and controlled corporation duly organized and existing under and by virtue of Republic Act No. 6395, as amended, with its principal office address at NPC Building, BIR Road corner Quezon Avenue, Diliman, Quezon City, Philippines, represented herein by its President and CEO, **MR. FERNANDO MARTIN Y. ROXAS**, who is duly authorized to represent it in this transaction, hereinafter referred to as **NPC**;

-and-

**FILPRIDE RESOURCES, INC.**, a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal address at 1402 Jollibee Center Condominium, San Miguel Ave., Ortigas Center, Pasig City, Philippines, herein represented by its Business Development Manager, **MR. RONDEL STEPHEN FRANCIS R. ANGELES**, who is duly authorized to represent it in this transaction, hereinafter referred to as **SUPPLIER**;


WITNESSETH : That -

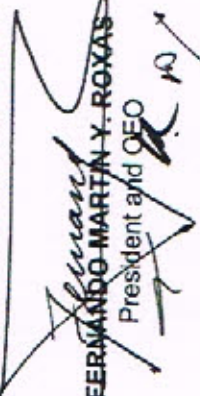
WHEREAS, on 21 September 2022, NPC posted the Invitation to Bid for the Public Bidding for the Supply and Delivery of Additional Oil-Based Fuel to SPUG Power Plants and Barges for CY 2022;

WHEREAS, only one (1) prospective bidder secured the bidding documents and participated in the bidding conducted on 12 October 2022;

WHEREAS, the SUPPLIER's bid offer for the Supply and Delivery of Additional Oil-Based Fuel to SPUG Power Plants and Barges for CY 2022 was considered as the single calculated and responsive bid for packages 1, 6, 7 & 18;

WHEREAS, NPC accepted the bid offer of the SUPPLIER;

SIGNED IN THE PRESENCE OF:  
  
(SUPPLIER)  
**AELXANDER P. JAPON**  
Vice President, Admin and Finance  
(NPC)

**NATIONAL POWER CORPORATION**  
(NPC)  
BY:   
**FERNANDO MARTIN Y. ROXAS**  
President and CEO

Contract between NPC and Filpride Resources, Inc.  
Supply and Delivery of Additional Oil-Based Fuel to SPUG Power Plants and Barges for CY 2022 (Packages 1, 6, 7 & 18)  
Contract No. LOG MSSP 2022-11-111-JBO

*Handwritten initials*

FILPRIDE RESOURCES, INC.  
(SUPPLIER)

BY:

RONDEL STEPHEN FRANCIS R. ANGELES  
Business Development Manager

SIGNED IN THE PRESENCE OF:

AELXANDER P. JAPON  
Vice President, Admin and Finance  
(NPC)

NATIONAL POWER CORPORATION  
(NPC)

BY:

FERNANDO MARTIN Y. ROXAS  
President and CEO

NOW, THEREFORE, in view of the foregoing premises and for and in consideration of the mutual covenants and stipulations hereinafter provided, the parties hereto have agreed as follows:

**ARTICLE I**  
**DOCUMENTS COMPRISING THE CONTRACT**

The following documents are hereby incorporated and made part of this Contract as though fully written out and set forth herein insofar as they are not inconsistent with the terms hereof:

1. Bidding Documents for the Supply and Delivery of Additional Oil-Based Fuel to SPUG Power Plants and Barges for CY 2022 PR No. HO-FMG22-006 / PB221012-JL;
2. Notice of Award dated 02 November 2022;
3. Bid Opening Report dated 12 October 2022;
4. Post-qualification Report dated 21 October 2022;
5. Supplier's Proposal (Eligibility/Technical & Financial Components) dated 12 October 2022;
6. Notice to Proceed; and
7. The Performance Security to be filed by SUPPLIER in accordance with this Contract.

In the event that there is any discrepancy/inconsistency between the provisions of the Contract and the Contract Documents mentioned above, the latter shall govern. Should there be any inconsistency/discrepancy, among the Contract Documents, the document with the latest date shall prevail.

**ARTICLE II**  
**SCOPE OF WORK**

Supply and delivery of oil-based fuel as specified herein Section VI – Technical Specifications and Section VII – Schedule of Requirements.

The quantity of Fuel to be delivered shall be in accordance with Section VII-Schedule of Requirements, subject to the provisions of Section VI Clause TS-7.1, Purchase Price and Clause TS-8.3, Contract Amount and Implementation.

The monthly breakdown of fuel requirements based on the approved Fuel Procurement Plan of NPC, are indicated in Section VII, Part III – Schedule of Monthly Fuel Requirements. Said monthly breakdown is for the Supplier's planning purposes and an updated monthly fuel demand forecast shall be provided to the Supplier pursuant to Section VI Clause TS 6.1 (c), Nomination Procedure/Scheduling of Monthly Fuel Requirements.

In the event of a supply shortage and/or allocation of petroleum supplies imposed by the Philippine Government, or any of its instrumentalities, Supplier shall sell to NPC the said volumes as a minimum, subject to the implementing rules and regulations issued by the Government

Contract between NPC and Filpride Resources, Inc.  
Supply and Delivery of Additional Oil-Based Fuel to SPUG Power Plants and Barges for CY 2022 (Packages 1, 6, 7 & 18)  
Contract No. LOG MSSP 2022-11-111-JBO

Handwritten initials or mark.

FILPRIDE RESOURCES, INC.  
(SUPPLIER)

BY:

  
RONDEL STEPHEN FRANCIS R. ANGELES  
Business Development Manager

agency of the Philippines exercising supervision over petroleum utilization and supplies.

**ARTICLE III**  
**CONTRACT PERIOD AND LOCATION**

The supply and delivery of additional oil-based fuel shall cover the contract period of **two (2) months**. The quantities of fuel to be delivered are indicated in Section VI-Schedule of Requirements, Part II – Table of Delivery Points for Bidding.

In case the contracted quantity cannot be lifted by NPC during the contract period of two (2) months, the NPC shall continue lifting fuel from the Supplier pursuant to Section VI Clause TS-7.2. On the other hand, if the Total Contract Price has been used up and there is still remaining volume for delivery, the same shall no longer be lifted.

The locations of fuel deliveries are indicated in Section VII – Schedule of Requirements, Part II – Table of Delivery Points for Bidding.

Supplier shall deliver the fuel at NPC SPUG storage tanks or designated point of receipt as specified in the Table of Delivery Points for Bidding. Such deliveries shall come from the Supplier's nominated Fuel Source Points during the bidding. In case a delivery will come from an alternate source point, delivered price of the fuel shall be as if the delivery came from the original source point.

**ARTICLE IV**  
**FUEL SPECIFICATIONS**

The Supplier shall guarantee to supply and deliver fuel in accordance with the quality specifications as indicated in Section VI – Technical Specifications, Part II – Technical Data Sheets. The Supplier shall furnish NPC the Quality Certificate for each and every fuel delivery via the mode of delivery as specified in Section VI Clause TS-10.0, Transportation.

**ARTICLE V**  
**CONTRACT PRICE AND TERMS OF PAYMENT**

The Total Contract Price shall be in the amount of **PHILIPPINE PESOS ONE HUNDRED ELEVEN MILLION THREE HUNDRED FORTY ONE THOUSAND ONE HUNDRED PESOS (Php 111,341,100.00) ONLY**.

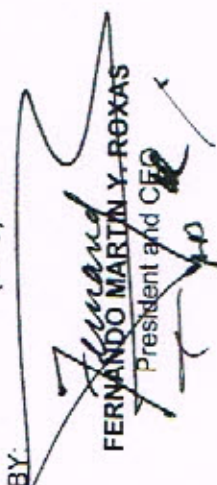
The Total Contract Price is inclusive of excise tax and the Two Percent (12%) E-VAT.

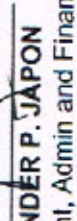
The Total Contract Price is expected to be consumed within the contract term. However, should there still be an available amount and

SIGNED IN THE PRESENCE OF:

NATIONAL POWER CORPORATION  
(NPC)

BY:

  
FERNANDO MARTIN Y. ROXAS  
President and CEO

  
AELXANDER P. JAPON  
Vice President, Admin and Finance  
(NPC)

  
(SUPPLIER)

Contract between NPC and Filpride Resources, Inc.  
Supply and Delivery of Additional Oil-Based Fuel to SPUG Power Plants and Barges for CY 2022 (Packages 1, 6, 7 & 18)  
Contract No. LOG MSSP 2022-11-111-JBO

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FILPRIDE RESOURCES, INC.  
(SUPPLIER)

BY:

RONDEL STEPHEN FRANCIS R. ANGELES  
Business Development Manager

SIGNED IN THE PRESENCE OF:

*[Signature]*  
TAYO  
(SUPPLIER)

AELXANDER P. JAPON  
Vice President, Admin and Finance  
(NPC)

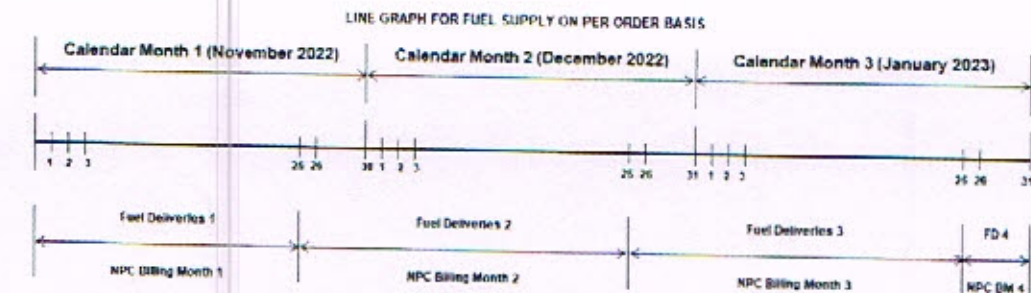
NATIONAL POWER CORPORATION  
(NPC)

*[Signature]*  
BERNARDO MARTIN Y. ROXAS  
President and CEO

volume left after the contract term, said contract term shall be extended until the full amount is consumed. The contract extension shall not exceed a period of six (6) months after the end of the contract term. The Total Contract Price and Contract Quantity shall be guided by the provisions of Section VI Clause TS-8.3. Contract Amount and Implementation.

NPC shall pay the SUPPLIER in accordance to Section VI – Technical Specifications, Clause TS – 8.2, of the Bidding Documents.

Billing month shall refer to the 25<sup>th</sup> day of the current month up to the 25<sup>th</sup> day of the succeeding month in accordance to Section VI Clause TS-2.1 (ff), and the payment due date is indicated in line graph for fuel supply on per order basis in accordance with Section VI-TS Part IV – Line Graph for Fuel Supply, on per order basis. For additional information please refer to the sample indicated in the bid documents.



- A. Fuel Deliveries (FD) are covered under NPC Billing Month (BM), 25th NN previous month to 25th NN current month.
- B. Processing of Invoice Delivered Price (Diesel Oil), P/Liter = ((Bid Price +/- MOPS week on week price adjustments) x 0.98) + (Biodiesel Cost x 0.02) + Fuel Marking Fee + Excise Tax + Delivery Cost + E-Vat

Fuel Deliveries Payment due date is end of December 2022.  
Fuel Deliveries Payment due date is end January 2023.  
Fuel Deliveries Payment due date is end of February 2023.


### ARTICLE VI PERFORMANCE SECURITY


To guarantee the faithful performance of the SUPPLIER's obligation under this Contract, the SUPPLIER shall post a performance security which shall remain valid and effective during the contract duration.


- a. Cash, Manager's/Cashier's Check, Bank Draft/Guarantee issued by a Universal or Commercial Bank or Irrevocable Letter of Credit issued by a Universal or Commercial Bank. Provided however, that it shall be confirmed or authenticated by a reputable local Universal or Commercial Bank if issued by a Foreign Bank equivalent to Five Percent (5%) of the contract price.
- b. Surety Bond callable upon demand and penal in nature issued by a Surety or Insurance Company duly certified by the Insurance Commission as authorized to issue such security which shall be

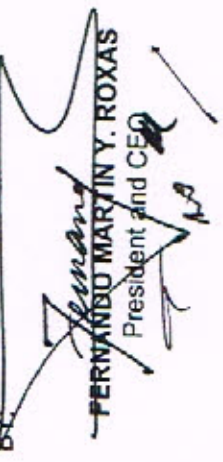
Contract between NPC and Filpride Resources, Inc.  
Supply and Delivery of Additional Oil-Based Fuel to SPUG Power Plants and Barges for CY 2022 (Packages 1, 6, 7 & 18)  
Contract No. LOG MSSP 2022-11-111-JBO

*[Handwritten initials]*

FILPRIDE RESOURCES, INC.  
(SUPPLIER)  
BY:   
RONDEL STEPHEN FRANCIS R. ANGELES  
Business Development Manager

SIGNED IN THE PRESENCE OF:  
  
GERALD P. TAYO  
(SUPPLIER)

SIGNED IN THE PRESENCE OF:  
  
ALEXANDER P. JAPON  
Vice President, Admin and Finance  
(NPC)

NATIONAL POWER CORPORATION  
(NPC)  
BY:   
FERNANDO MARTIN Y. ROXAS  
President and CEO

Thirty Percent (30%) of the total contract price.

c. Performance Securing Declaration.

The Insurance Company that will issue Performance Security must be accredited by the Insurance Commission and acceptable to the National Power Corporation.

The Performance Security shall remain valid and effective for the duration of the contract, including the contract extension period, plus sixty (60) days from NPC's acceptance or from the last delivery period unless otherwise the delivery schedule is amended. The Performance Security shall also answer for any damages and expenses that NPC may suffer as a result of the failure of the SUPPLIER to perform its contractual obligations herein without prejudice to the other legal remedies which may be resorted to by NPC. The bond shall be released sixty (60) days after the last delivery period following the date of completion of the Supplier's performance obligations under the Contract and the issuance of certification to that effect by NPC, including any warranty obligations, unless otherwise specified in the tender documents, provided there are no claims against the SUPPLIER and/or its bondsmen.

Any extension of the delivery period, which may be granted to the SUPPLIER, shall be considered as given and any modification of the Contract shall be considered as authorized with the express consent of the surety.

**ARTICLE VII**  
**LIQUIDATED DAMAGES**

Should SUPPLIER fail to satisfactorily complete the delivery of oil-based fuel within the stipulated contract time, plus any time extension duly granted, and is thereby in default under this Contract, SUPPLIER shall pay NPC for liquidated damages, not by way of penalty, an amount equal to one tenth (1/10) of one percent (1%) of the cost of the undelivered oil-based fuel for every day of delay until actual delivery or performance. Once the amount of liquidated damages reaches ten percent (10%), NPC may rescind or terminate the contract without prejudice to other course of action and remedies open to it.

To be entitled to such liquidated damages, NPC does not have to prove that it has incurred actual damages. Such amount shall be deducted from any money due or which may become due to the SUPPLIER, or collected from any securities or warranties posted by the SUPPLIER, whichever is convenient to NPC. The forfeiture of the performance bond shall not preclude NPC from collecting liquidated damages as provided under this clause.

Contract between NPC and Filpride Resources, Inc.  
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Contract No. LOG MSSP 2022-11-111-JBO

*Handwritten initials*

FILPRIDE RESOURCES, INC.  
(SUPPLIER)

BY:

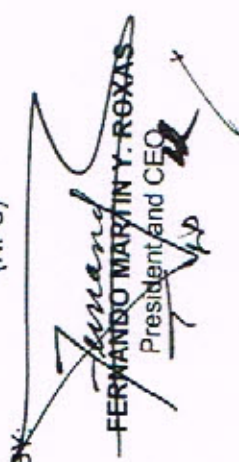
RONDEL STEPHEN FRANCIS R. ANGELES  
Business Development Manager

SIGNED IN THE PRESENCE OF:

  
(SUPPLIER)

AELXANDER P. JAPON  
Vice President, Admin and Finance  
(NPC)

NATIONAL POWER CORPORATION  
(NPC)

  
FERNANDO MARTINY ROXAS  
President and CEO

The provision for liquidated damages shall not prevent NPC from exercising its right to take over from the SUPPLIER the procurement of the contracted oil.

**ARTICLE VIII**  
**NON-ASSIGNMENT AND NO SUB-CONTRACT**

The SUPPLIER shall not, without the written approval of NPC, assign, transfer, pledge, sub-contract, or make any other disposition of interest in this Contract. Any unapproved assignment, transfer, pledge, sub-contracting or any other disposition, shall be sufficient ground for NPC to terminate or cancel this Contract motu proprio without need of judicial action. Should NPC give its written approval, such consent shall not relieve the SUPPLIER of its responsibilities under the Contract. The SUPPLIER shall ensure that the terms and conditions of any sub-contract shall comply and conform with the terms and conditions of this Contract. The SUPPLIER shall be responsible for the observance by the sub-contractor of the terms and conditions of this Contract.

If any portion of the project sub-contracted is not performed faithfully in accordance with the contract, the sub-contractor shall be removed or replaced immediately upon the written request of NPC, provided, however, that any failure of NPC to make such request shall not relieve the SUPPLIER of its obligations under the contract. NPC shall not be responsible for the delays or costs incurred by the SUPPLIER because of the disapproval or removal of the sub-contractor, or because of the late submission of its approval.

**ARTICLE IX**  
**AGREEMENT MODIFICATION**

No modification, alteration or waiver of any provision of this agreement shall be binding upon the Parties unless evidenced by a written amendment signed by the Parties.

**ARTICLE X**  
**SUSPENSION OF WORK**

NPC may suspend the work wholly or partly by written order for a certain period of time, as it deems necessary due to force majeure or any fortuitous events as defined in the contract. The supplier shall take all reasonable steps to minimize the costs allocable to the work covered by such order during work stoppage.

Before the suspension order expires, the procuring entity concerned shall either lift such order or terminate the work covered by the same. If the suspension order is lifted, or if the period of the order expires, the supplier shall have the right to resume work. Appropriate adjustments shall be made in the delivery or contract schedule, or contract price, or both, and the contract shall be modified accordingly.

Contract between NPC and Filpride Resources, Inc.  
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FILPRIDE RESOURCES, INC.  
(SUPPLIER)

BY:   
RONDEL STEPHEN FRANCIS R. ANGELES  
Business Development Manager

**ARTICLE XI  
PRE-TERMINATION**

Notwithstanding any provision to the contrary, NPC has the right to terminate, cancel and/or rescind this contract motu proprio, without need of judicial action, in case of breach thereof by the SUPPLIER, by giving at least ten (10) day written notice, which shall be final and binding on all parties. Upon receipt of NPC's notice, the SUPPLIER cannot remove, withdraw or pull-out any equipment, machinery, tool, material and supply brought to the project site without the written approval of NPC.

Any misrepresentation made by the SUPPLIER in the submission of documents, or suppression of material facts, which if known could have disqualified the supplier gives NPC the immediate right or recourse to motu proprio, without need of judicial action, rescind, abrogate or otherwise terminate the Contract.

Within thirty (30) days after termination, cancellation or rescission of this Contract, the Parties shall settle their respective accountabilities as of the date of termination, cancellation, or rescission, including the refund of any and all advances made, plus legal interest from the date of receipt of the amount or amount advanced.

**ARTICLE XII  
WARRANTY CLAUSE**

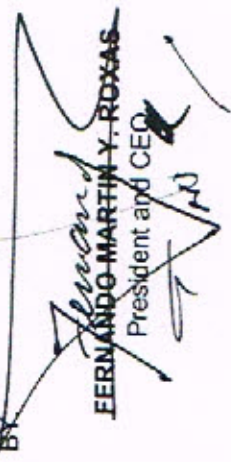
SUPPLIER hereby warrants that he or his representative has not offered or paid, directly or indirectly, any government officer or NPC official or employee any consideration or commission for the Contract nor has he or his representative exerted or utilized any corrupt or unlawful influence to secure or solicit this Contract for any consideration or commission; that the SUPPLIER will not subcontract any portion or portions of the scope of work of the Contract awarded to him to any official or employee of the NPC and to the relatives within the third degree of consanguinity or affinity of NPC's officials who are directly and indirectly involved in Contract awards or project execution; and that if any commission is being paid to a private person, he shall disclose the name of the said person and the amount being paid; and that any violation of this Warranty shall constitute a sufficient ground for the rescission or cancellation of this Contract or the reduction from the Contract Price of the consideration or commission paid without prejudice to the filing of any action for violation of R.A. No. 3019 as amended (otherwise known as the Anti-Graft and Corrupt Practices Act) and/or other applicable laws against the SUPPLIER and/or its representative and/or the erring NPC official(s) and employee(s).

SIGNED IN THE PRESENCE OF:

  
AELXANDER P. JAPON  
(SUPPLIER)

  
AELXANDER P. JAPON  
Vice President, Admin and Finance  
(NPC)

NATIONAL POWER CORPORATION  
(NPC)

BY:   
FERNANDO MARTIN Y. ROXAS  
President and CEO

Contract between NPC and Filpride Resources, Inc.  
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Barges for CY 2022 (Packages 1, 6, 7 & 18)  
Contract No. LOG MSSP 2022-11-111-JBO



FILPRIDE RESOURCES, INC.  
(SUPPLIER)

BY:

**RONDEL STEPHEN FRANCIS R. ANGELES**  
Business Development Manager

**ARTICLE XIII**  
**JOINT AND SEVERAL LIABILITY**

The liability of the SUPPLIER and/or any and all of the entities representing it on any manner under this Contract or relating to thereto is joint and several and for this reason NPC may proceed against any or all of them.

**ARTICLE XIV**  
**VALIDITY CLAUSE**

If any term or condition of this Contract is held invalid or contrary to law, the validity of the other terms and conditions hereof shall not be affected thereby.

**ARTICLE XV**  
**CONTRACT EFFECTIVITY**

The contract effectivity date shall be provided in the Notice to Proceed by NPC.

**ARTICLE XVI**  
**VENUE OF ACTION**

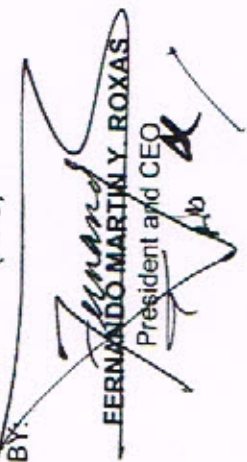
The parties hereto agree that the venue of action for any cause or causes of action which may arise in connection with this Contract shall be exclusively in the proper court of Quezon City, Philippines, only.

SIGNED IN THE PRESENCE OF:

  
(SUPPLIER)

**ALEXANDER P. JAPON**  
Vice President, Admin and Finance  
(NPC)

NATIONAL POWER CORPORATION  
(NPC)

  
**FERNANDO MARTINY ROXAS**  
President and CEO

Contract between NPC and Filpride Resources, Inc.  
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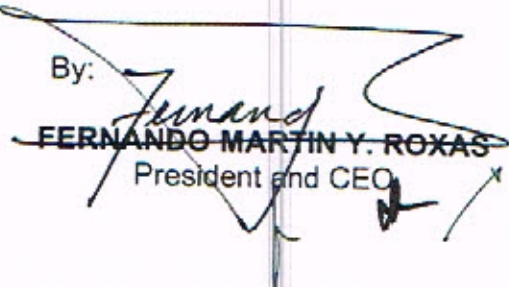


IN WITNESS WHEREOF, the parties hereto have signed this Contract  
this 15 NOV 2022 day 2022, 2022 at Quezon City, Philippines.

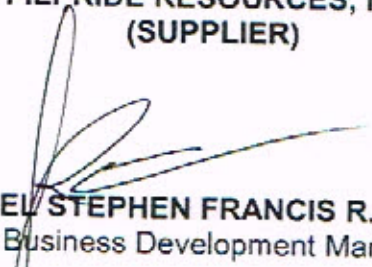
**NATIONAL POWER CORPORATION  
(NPC)**

**FILPRIDE RESOURCES, INC.  
(SUPPLIER)**


By:

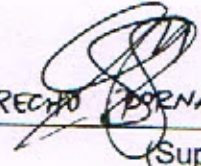
  
~~FERNANDO MARTIN Y. ROXAS~~  
President and CEO

By:

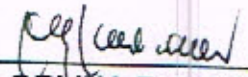
  
RONNEL STEPHEN FRANCIS R. ANGELES  
Business Development Manager

**SIGNED IN THE PRESENCE OF:**

  
ALEXANDER P. JAPON  
Vice President, Admin & Finance  
(NPC)

  
GERARDO BERNALDEZ PAVA  
(Supplier)

**FUNDS AVAILABLE:**

  
LORRAINE E. BOMEDIANO  
Sr. Dept. Manager, Finance

SARAO

2022  
6L571 SLGR2  
L703518  
P111,341,100.00  
Filpride Resources Inc.

Contract between NPC and Filpride Resources, Inc.  
Supply and Delivery of Additional Oil-Based Fuel to SPUG Power Plants and  
Barges for CY 2022 (Packages 1, 6, 7 & 18)  
Contract No. LOG MSSP 2022-11-111-JBO



REPUBLIC OF THE PHILIPPINES)

) S.S.

ACKNOWLEDGEMENT

~~2022~~ **BEFORE** ME, a Notary Public for and in Quezon City, Philippines, this 09 DEC 2022 day of 09 DEC 2022, 2022, personally appeared **FERNANDO MARTIN Y. ROXAS**, President and CEO, **NATIONAL POWER CORPORATION**, with Identification Document in the form of Company ID No. APW20017432, known to me and to me known to be the same person who executed the foregoing instrument consisting of ten (10) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and he acknowledged before me that the same is his free and voluntary act and deed and that of the Corporation he represents.

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

Notary Public  
Until December 31, 2022  
IBP Lifetime No. \_\_\_\_\_  
PTR No. \_\_\_\_\_

**ATTY. RODOLFO M. DE GUZMAN, JIL.**  
Notary Public for Quezon City  
Commission No. NP-127(2021-2022)  
Commission Expires on 31 December 2022  
Roll No. 44291  
IBP No. 201548; 02/08/2022; RSM  
PTR No. 2614399; 02/08/2022; Quezon City  
MCLE No. VI-0025196; 04/08/19; Pasig  
4th Floor NPC Office Building  
Quezon Ave, cor. DLR Road  
Diliman, Quezon City

Doc. No. 3015  
Page No. 90  
Book No. 5  
Series of 2022.

Contract between NPC and Filpride Resources, Inc.  
Supply and Delivery of Additional Oil-Based Fuel to SPUG Power Plants and  
Barges for CY 2022 (Packages 1, 6, 7 & 18)  
Contract No. LOG MSSP 2022-11-111-JBO

AFG-LOG-007.F01  
Rev. No. 0  
Sheet 10 of 11

*Handwritten initials and signature*

REPUBLIC OF THE PHILIPPINES)  
) S.S.

ACKNOWLEDGEMENT

~~15 NOV 2022~~ BEFORE ME, a Notary Public for and in Quezon City, Philippines, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, personally appeared **MR. RONDEL STEPHEN FRANCIS R. ANGELES**, Sales Manager, **FILPRIDE RESOURCES, INC.**, with Identification Document in the form of DRIVER'S LICENSE, issued by LTO at MANILA CITY, on 01/21/2019, known to me and to me known to be the same person who executed the foregoing instrument consisting of ten (10) pages, including the pages wherein the acknowledgements are written, all pages signed by both parties and their instrumental witnesses and he acknowledged before me that the same is his free and voluntary act and deed and that of the Company he represents.

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

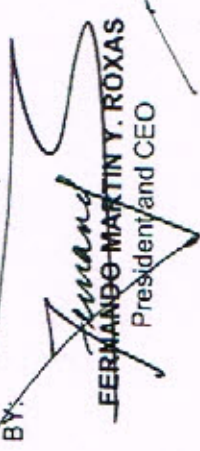
Notary Public  
Until December 31, 2022  
IBP Lifetime No.: \_\_\_\_\_  
PTR No. \_\_\_\_\_  
**ATTY MICHAEL DARWIN M. BAYOTAS**  
Notary Public  
Commission No. ND-074 (2019-2020)  
Commission Extended until December 31, 2022  
As Per En Banc R.M. No. 3795 - Dec 31, 2020  
Unit 204 Tony Galvez Centrum, 124 9th Avenue,  
Ataneta, Cubao, Quezon City  
PTR NO. 2296349 / Quezon City / Jan. 03, 2022  
IBP Lifetime No. 011221 / Pasig City / Nov. 07, 2012  
MCLE Compliance No. VI-0002500 / May 29, 2017  
Attorney's Roll No. 56180  
TIN: 274-951-264-000

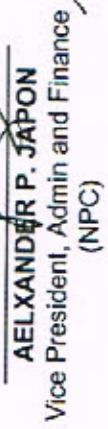
Doc. No. 144 ;  
Page No. 30 ;  
Book No. WPC ;  
Series of 2022.

Contract between NPC and Filpride Resources, Inc.  
Supply and Delivery of Additional Oil-Based Fuel to SPUG Power Plants and  
Barges for CY 2022 (Packages 1, 6, 7 & 18)  
Contract No. LOG MSSP 2022-11-111-JBO *a*

*Jm*  
*A f r /*

NATIONAL POWER CORPORATION  
(NPC)

BY:   
**FERNANDO MARTIN Y. ROXAS**  
 President/and CEO

  
**AELXANDER P. JAPON**  
 Vice President, Admin and Finance  
 (NPC)

SIGNED IN THE PRESENCE OF:

  
 (SUPPLIER)

FILPRIDE RESOURCES, INC.  
(SUPPLIER)

BY:   
**RONDEL STEPHEN FRANCIS R. ANGELES**  
 Business Development Manager

ANNEX "A"

SPUG POWER PLANTS & BARGES  
 CONTRACT PERIOD: TWO (2) MONTHS

Power Plant		Quantity	Bid Price	Biofuel Cost	Fuel Marking Fee	Excise Tax	Delivery Cost	Total Contract Price
		Kiliters	PhP/Liter	PhP/Liter	PhP/Liter	PhP/Liter	PhP/Liter	PhPesos
DIESEL OIL								
LUZON								
Marinduque/Quason/North Luzon Area		884						
Package 1 - North Luzon								
Per Plant								
1 Kabugao DP		70	52.1465	57.0000	0.06146	6.0000	4.0700	58,504,240
Per Lot - Balanes		760	53.0689	57.0000	0.06146	6.0000	0.4500	4,860,200
2 Esoco DP		620						
3 Sabrang DP		70						
4 Ibayat DP		70						
Per Lot - Cagayan		54	52.5862	57.0000	0.06146	6.0000	4.3700	3,815,640
5 Calayan DP		54						
Package 6 - Masbate		546						
Per Plant								
1 Ticao DP		502	58.8666	57.0000	0.06146	6.0000	1.0000	40,075,600
Per Lot - Masbate Mini-Grid		44	58.4089	57.0000	0.06146	6.0000	1.0000	36,947,200
2 Gikotongan DP		20						
3 Naro DP		24						
Package 7 - Camarines Sur		82						
Per Lot - Burias								
1 San Pascual DP		82	55.9956	57.0000	0.06146	6.0000	1.0000	5,795,760
Package 18 - Davao / General Santos		82						
Per Plant								
1 Talicud DP		82	58.4734	57.0000	0.06146	6.0000	0.4500	5,965,500
<b>TOTAL</b>		<b>1,594</b>						<b>111,341,100</b>

NOTES:

a. Delivered Price and Total Contract Price is inclusive of the 12 % E-VAT.

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