

EXECUTION COPY

FCE No. 090726-25928

**CONTRACT FOR CONSULTING SERVICES FOR THE
PRE-DEVELOPMENT OF ONSHORE WIND FARM PROJECT**

KNOW ALL MEN BY THESE PRESENTS:

This Contract made the _____ day of 15 SEP 2026 2026 between:

PHILIPPINE NATIONAL OIL COMPANY (PNOC), a government-owned and controlled corporation duly organized and existing under and by virtue of Presidential Decree No. 334, as amended, with principal business address at PNOC Building 6, Energy Center, Rizal Drive, Bonifacio Global City, Taguig City, Metro Manila, represented herein by its President and CEO, **FRANZ JOSEF GEORGE E. ALVAREZ**, and hereinafter referred to as the "**PNOC**";

-and-

AIRNERGY AND RENEWABLES, INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 159 Kamias Road, Sikatuna Village, Quezon City, represented herein by its President and CEO, **MR. JOHN JAMES M. VITAN**, and hereinafter referred to as "**CONSULTANT**";

WITNESSETH:

WHEREAS, the PNOC invited Bids for certain consulting services particularly the Consulting Services for the Pre-Development of Onshore Wind Farm Project;

WHEREAS, the CONSULTANT submitted a responsive bid and was awarded the contract for the procurement in the total amount of **SEVENTY-TWO MILLION PESOS (Php72,000,000.00)**, hereinafter referred to as the "Contract Price," inclusive of Value Added Tax (VAT) if any, and all applicable taxes, in accordance with the terms and conditions set forth in this Contract, within Eighteen (18) Months upon receipt of Notice to Proceed (NTP);

NOW, THEREFORE, for and in consideration of the foregoing premises, and of the terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. Unless otherwise stated, terms and expressions used in this Contract shall have the same meanings as those assigned to them in the Conditions of Contract, which form an integral part of this Contract.

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2. The following documents as required by the Implementing Rules and Regulations of Republic Act No. 12009, and as applicable, shall form part and be read and construed as integral parts of this Contract, viz:

a) Philippine Bidding Documents (PBD);

- i) General and Special Conditions of Contract;
- ii) Terms of Reference;
- iii) Invitation for Negotiated Procurement – Two Failed Biddings;
- iv) Special Conditions of Contract
- v) Addenda and/or Supplemental Bid Bulletins, if any;
- vi) Omnibus Sworn Statement;
- vii) Addenda and/or Supplemental Bid Bulletins, if any;
- viii) Bid form, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
- ix) Eligibility requirements, documents and/or statements; and
- x) Other contract documents that may be required by existing laws and/or the Entity.

b) Winning bidder's bid, including the Eligibility Requirements, Technical and Financial Proposals, and all other documents or statements submitted;

c) Performance Security;

d) Notice of Award of Contract; and the Bidder's Conforme thereto; and

e) Other contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBD, such as but not limited to the Notice to Proceed and Warranty Security.

3. In consideration of the Contract Price of **SEVENTY-TWO MILLION PESOS (Php72,000,000.00)**, or such other sums as may be determined in accordance with the terms of the Contract, the CONSULTANT agrees to deliver and perform the items and related services for the Consulting Services for the Pre-Development of Onshore Wind Farm Project described herein in accordance with the terms and conditions specified in the Contract and its annexed documents.

4. The PNOC agrees to pay the above-mentioned sum to the CONSULTANT in accordance with the schedule and manner provided in the Bidding Documents and its annexes.

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5. Any dispute, difference, or claim arising out of or relating to this Contract, including its existence, validity, interpretation, breach, or termination thereof, may be submitted to arbitration or other form of alternative dispute resolution in accordance with the applicable law, such as Republic Act No. 9285 (Alternative Dispute Resolution Act of 2004) or Executive Order No 1008, series 1985 (Construction Industry Arbitration Law).
6. Liquidated Damages is at least equal to one-tenth (1/10) of one percent (1%) of the cost of unperformed portion for every day of delay until actual delivery of performance.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

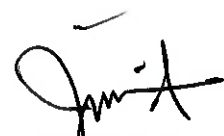
**PHILIPPINE NATIONAL OIL
COMPANY
(PNOC)**

**AIRNERGY AND RENEWABLES,
INC.
(CONSULTANT)**

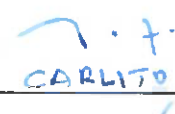
By:

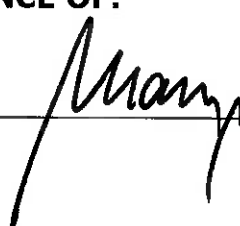
By:


FRANZ JOSEF GEORGE E. ALVAREZ
President and CEO


MR. JOHN JAMES M. VITON
President and CEO

SIGNED IN THE PRESENCE OF:


CARLITO B. PENA



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES}
 } S.S.

CITY OF TAGUIG**23 SEP 2026**

BEFORE ME, a Notary Public for and in the above jurisdiction, this _____
 day of _____, 2026 personally appeared:

<u>Name</u>	<u>Competent Evidence of Identity</u>	<u>Date/Place Issued</u>
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PNOC

by:

**FRANZ JOSEF GEORGE
 E. ALVAREZ**

Passport No. P0868007C;

issued 07/11/2022

AIRNERGY AND RENEWABLES, INC.

by:

MR. JOHN JAMES M. VITAN Passport No. P8095424A 26 Jul 2018/Manila

known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary act and deed as well as the free and voluntary act and deed of the corporations represented herein and that they are authorized to sign the same.

This instrument consisting of four (4) pages, including the page whereon the acknowledgment clause is written, signed by the parties and their instrumental witnesses on each and every page hereof, sealed with my notarial seal, refers to a Contract for Consulting Services for the Pre-Development of Onshore Wind Farm Project.

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

Doc. No. 486;
 Page No. 99;
 Book No. VIII;
 Series of 2026.



CARL PHILIP N. BATUCAN
 Appointment No. 4 (2026-2027)
 Notary Public for Taguig City
 Until 31 December 2027
 PNOC Bldg. VI, Energy Center, Rizal Drive
 Bonifacio Global City, Taguig
 Roll No. 67061
 PTR No. 6043073/01-08-2026/Mandiluyong
 IBP No. 581950/01-01-2026
 MCLE Compliance No. VIII-BEP000100

Special Conditions of Contract

GCC Clause											
1.1	The Procuring Entity is Philippine National Oil Company (PNOC) .										
1.2	The Consultant is Airnergy and Renewables, Inc.										
1.3	The Funding Source is: The Government of the Philippines (GoP) through 2026 Approved Corporate Operating Budget .										
6.2(b)	For a period of two years after the expiration of this Contract, the Consultant shall not engage, and shall cause its Personnel not to engage, in the activity of a purchaser (directly or indirectly) of the assets on which they advised the Procuring Entity under this Contract nor in the activity of an adviser (directly or indirectly) of potential purchasers of such assets. The Consultant also agrees that their affiliates shall be disqualified for the same period of time from engaging in the said activities.										
7	Not applicable.										
8	Not Applicable.										
10	No further instructions.										
12	The Authorized Representatives are as follows: For the Procuring Entity: Engr. Carlito B. Pena For the Consultant: Mr. John James M. Vitan										
15.1	The Procuring Entity's address for Notices is: PNOC Bldg. 6, Energy Center, Rizal Drive, Bonifacio Global City, Taguig City Email Address: cbpena@pnoc.com.ph The Consultant's address for Notices is: 159 Kamias Road, Sikatuna Village, Quezon City. Tel No. (02) 8426-9037										
15.2	No further instructions										
18.2	Consultant's account where payment may be made. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Bank Name</td><td>Security Bank</td></tr> <tr> <td>Bank Address</td><td>1418 Kamias Road corner Anonas Extension, Brgy. Sikatuna, Quezon City</td></tr> <tr> <td>Account Name</td><td>Airnergy Renewables Inc.</td></tr> <tr> <td>Account Number</td><td>0000-0574-99853</td></tr> <tr> <td>Contact Number</td><td>02-3434-7716 / 02-3433-3329</td></tr> </table>	Bank Name	Security Bank	Bank Address	1418 Kamias Road corner Anonas Extension, Brgy. Sikatuna, Quezon City	Account Name	Airnergy Renewables Inc.	Account Number	0000-0574-99853	Contact Number	02-3434-7716 / 02-3433-3329
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Account Name	Airnergy Renewables Inc.										
Account Number	0000-0574-99853										
Contact Number	02-3434-7716 / 02-3433-3329										
19	No further instructions.										
Error! Reference	No additional provision.										

source not found.	
22	The effectiveness conditions are indicated in the Notice to Proceed
24	The time period shall be eighteen (18) months from the date of receipt of the Notice to Proceed.
37.2	<i>Not applicable.</i>
38.1	The drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Procuring Entity under this Contract that shall become and remain the property of the Procuring Entity are as follows: 1. Inception Report 2. Work Plan and Methodology Presentation 3. Preliminary Results and Progress Reports 4. Draft Study Reports (per Phase) 5. Final Consolidated Reports and Data Sets 6. Final Presentation of Findings
41(c)	The Consultant's actions requiring the Procuring Entity's prior approval are detailed in the Terms of Reference.
42.5	The Consultant may change its Key Personnel only for justifiable reasons as may be determined by the Procuring Entity, such as death, serious illness, incapacity of an individual Consultant, resignation, among others, or until after fifty percent (50%) of the Personnel's man-months have been served. Violators will be fined an amount equal to the refund of the replaced Personnel's basic rate, which should be at least fifty percent (50%) of the total basic rate for the duration of the engagement.
45.4(c)	No further instructions.
53.1	The total ceiling amount in Philippine Pesos is Seventy-Two Million Pesos (Php72,000,000.00)
53.2	No further instructions.
54.2	No additional instructions.
54.4	The following expenditures in foreign currency shall be reimbursed in local currency at the exchange rate used on the date of Bid opening: 1) a per diem allowance for each of the foreign or local Personnel for every day in which such Personnel shall be absent from his home office and shall be outside the country of the Government for the purpose of the Services at the daily rate specified in Appendix IV; 2) the following transportation costs:

- a) the cost of international transportation of the foreign Personnel and, as specified below, eligible dependents of the foreign Personnel, by the most appropriate means of transport and the most direct practicable route to and from the Consultant's home office; in the case of air travel, this shall be by less than first class;
 - b) the cost of transportation to and from the Government's country of eligible dependents who shall be the spouse and not more than two (2) unmarried dependent children under eighteen (18) years of age of those of the foreign Personnel assigned to resident duty in the Government's country for the purpose of the Services for periods of six (6) consecutive months or longer, provided that the stay of such dependents in the Government's country shall have been for not less than three (3) consecutive months, duration. If the project period for resident staff of the foreign Personnel shall be thirty (30) months or more, one extra economy class air trip for their eligible dependents for every twenty-four (24)-month project shall be reimbursed;
 - c) for the air travel of each of the foreign Personnel, and each eligible dependent, the cost of excess baggage up to twenty (20) kilograms per person, or the equivalent in cost of unaccompanied baggage or air freight; and
 - d) miscellaneous travel expenses such as the cost of transportation to and from airports, airport taxes, passport, visas, travel permits, vaccinations, etc., at a fixed unit price per round trip as specified in Appendix IV;
- 3) the cost of communications (other than those arising in the Government's country) reasonably required by the Consultant for the purposes of the Services;
 - 4) the cost of printing, reproducing and shipping of the documents, reports, drawings, etc. specified in Appendix IV;
 - 5) the cost of acquisition, shipment and handling of the following equipment, instruments, materials and supplies required for the Services: *[insert amount]*;
 - 6) the cost of shipment of personal effects up to *[insert amount]*;
 - 7) the cost of programming and use of, and communication between, the computers for the purposes of the Services at the rate set forth in Appendix IV;
 - 8) the cost of training of the Procuring Entity's personnel outside the Government's country, as specified in Appendix IV;
 - 9) the cost of laboratory tests on materials, model tests and other technical services authorized or requested by the Procuring Entity, as specified in Appendix IV;

	10) the cost of items not covered in the foregoing, but which may be required by the Consultant for completion of the Services, subject to the prior authorization in writing by the Procuring Entity; and 11) any such additional payments in foreign currency for properly procured items as the Parties may have agreed upon. The reimbursable expenditures in local currency shall be as follows: 1) a per diem allowance for each of the short-term foreign Personnel (i.e., with less than twelve (12) months consecutive stay in the Government's country) for the first ninety (90) calendar days during which such Personnel shall be in the Government's country; 2) a per diem allowance for each of the short-term foreign Personnel for each day in excess of ninety (90) calendar days during which such Personnel shall be in the Government's country; 3) a living allowance for each of the long-term foreign Personnel (twelve (12) months or longer consecutive stay in the Government's country) at the rates specified in Appendix IV; 4) the cost of the following locally procured items: local transportation, office accommodations, camp facilities, camp services, soil testing, equipment rentals, supplies, utilities and communication charges arising in the Government's country, all if and to the extent required for the purpose of the Services, at rates specified in Appendix IV; 5) the cost of equipment, materials and supplies to be procured locally in the Government's country as specified in Appendix IV; 6) any such additional payments in local currency for properly procured items as the Parties may have agreed upon pursuant to this Contract; and 7) the ordinary and necessary cost of such further items as may be required by the Consultant which are actually, directly, and necessarily used for the purpose of the Services, as agreed in writing by the Procuring Entity.
54.5(a)	No advance payment is allowed.
54.5(c)	The interest rate is: zero
56.6	<i>The similar rates or unit prices mutually agreed upon by the Procuring Entity and the Consultant, or if not available, the applicable or current rates and prices to cover the amended or additional items in the consultancy contract, which does not exceed 20% of the contract price.</i>



September 15, 2026

MR. JOHN JAMES M. VITAN

President and CEO

Airnergy and Renewables, Inc.

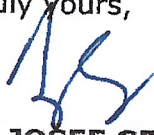
2F, 159 Kamias Road, Sikatuna Village, Quezon City

NOTICE TO PROCEED

This is to advise you that your offer for the **Consulting Services for the Pre-Development of Onshore Wind Farm Project** with Invitation for Negotiated Procurement – Two Failed Biddings Number 2026-06-080 amounting to **Seventy – Two Million Pesos (Php 72,000,000.00)**, has been accepted by the company.

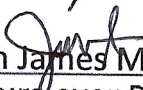
You are hereby directed to proceed with the service upon receipt of this notice, with contract duration of **Eighteen (18) months**.

Very truly yours,


FRANZ JOSEF GEORGE E. ALVAREZ

President and CEO

CONFORME:


John James M. Vitan
(Signature over Printed Name)

September 23, 2026
(Date)



Main Office:
PNOC Building 6, Energy Center, Rizal Drive, Bonifacio Global City Taguig, Philippines 1634
Industrial Park:
Barangay, Batongas Dos, Mariveles Bataan, Philippines 2105



Main Office:
[+632] 8789 7662
Industrial Park:
[+6347] 44 5884 and 833 4175



Main Office:
information@pnoc.com.ph
Industrial Park:
pnocindustrialpark@gmail.com



August 18, 2026

NOTICE OF AWARD

Subject: Ref No. : **2026-06-080**
Project Title: **Consulting Services for the Pre-Development of Onshore Wind Farm Project**

Attention: **MR. JOHN JAMES M. VITAN**
President and CEO
Airnergy and Renewables, Inc.

Dear **Mr. Vitan**,

This is to advise **Airnergy and Renewables, Inc.** on the acceptance of its proposal to undertake the aforementioned project in the amount of **Seventy – Two Million Pesos (Php 72,000,000.00)**, in accordance with the Invitation for Negotiated Procurement – Two Failed Biddings dated on June 29, 2026.

Contract Duration: Within **Eighteen (18) months** upon receipt of Notice to Proceed (NTP).

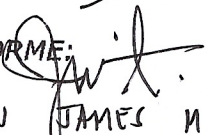
Please be advised that the performance security shall be submitted to the Company within ten (10) calendar days from the receipt of this Notice.

Kindly signify your agreement by signing on the space provided for below and return the other copies to us.

Very truly yours,


FRANZ JOSEF GEORGE E. ALVAREZ
President and CEO

CONFORME:


JOHN JAMES M. VITAN
(Signature over Printed Name)

SEPTEMBER 04, 2026
(Date)



Main Office
Industrial Park



Main Office
Industrial Park



Main Office
Industrial Park