



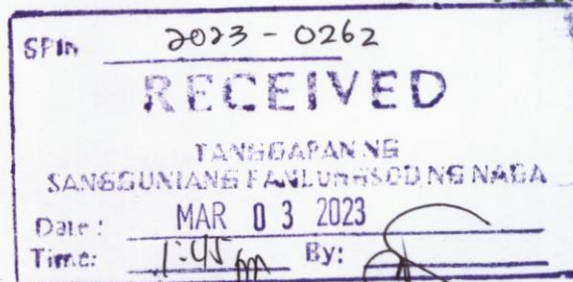
Republic of the Philippines  
**Office of the City Mayor**  
City of Naga, 4400



February 24, 2023

**Hon. CECILIA V. DE ASIS**  
Vice Mayor and Presiding Officer  
Sangguniang Panlungsod of Naga

**HONORABLE MEMBERS of the  
SANGGUNIAN PANLUNGSOD OF NAGA**



Through : **Mr. GIL A. DE LA TORRE**  
Secretary to the Sangguniang Panlungsod

**Dear Honorable Ladies and Gentlemen:**

Greetings!

This is to request for the ratification of the herein attached Memorandum of Understanding entered into by the City Government of Naga with N-Virogreen Consulting Corp. pursuant to the authority granted to the undersigned under Sangguniang Panlungsod of Naga Resolution No. 2022-638.

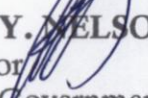
For ready reference, please find attached the following:

- i. Sangguniang Panlungsod of Naga Resolution No. 2022-638; and
- ii. The Memorandum of Understanding between the City Government of Naga and N-Virogreen Consulting Corp. dated February 24, 2023 with attached Memorandum of Understanding between MNDC and N-Virogreen.

Hoping for your favorable action on this request.

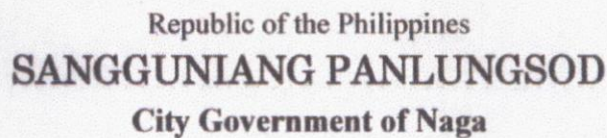
Thank you very much.

Sincerely,

  
**ATTY. NELSON S. LEGACION**  
Mayor  
City Government of Naga

Room 201, 2nd Floor, Naga City Hall, J. Miranda Avenue,  
Concepcion Pequeña, City of Naga  
(054) 881 0447 | (054) 205 2980 loc. 2010  
[www.naga.gov.ph](http://www.naga.gov.ph)





RESOLUTION AUTHORIZING HIS HONOR, THE CITY MAYOR, TO NEGOTIATE AND ENTER INTO AGREEMENT WITH PRIVATE AND/OR PUBLIC ENTITIES FOR THE ESTABLISHMENT OF A WASTE-TO-ENERGY FACILITY IN NAGA CITY, SUBJECT TO RATIFICATION BY THE SANGGUNIAN PANLUNGSOD:-

**WHEREAS**, received by the Sangguniang Panlungsod for appropriate action is the letter dated July 4, 2022, of His Honor, the City Mayor, requesting for authority to negotiate and enter into agreement with private and/or public entities for the establishment of a waste-to-energy facility in Naga City;

**WHEREAS**, the City Government has been for the past years exploring possible partnership with entities to develop and operate waste-to-energy facility in Naga City as a means to reduce harmful pollution and convert waste into source of clean energy;

**WHEREAS**, over the years, the City Government has received proposals from a number of entities offering their technologies and expertise to push the city's desire to have a genuine and efficient WtE facility;

**WHEREAS**, finding the request to be in order and necessary to materialize the city's vision of for a better and cleaner city for everyone;

**NOW, THEREFORE,** on motion of Hon. Ghiel G. Rosales, seconded by Hon. Jessie R. Albeus, Hon. Joselito S.A. del Rosario,

**BE IT RESOLVED,** as it is hereby resolved, to authorize His Honor, the City Mayor to negotiate and enter into agreement with private and/or public entities for the establishment of a waste-to-energy facility in Naga City, subject to ratification by the Sangguniang Panlungsod.

APPROVED.  
Adopted: July 5, 2022.

XXX

xxx

XXX

WE HEREBY CERTIFY to the correctness of the foregoing resolution.

**JOSSELL C. ABIOG**  
Acting Secretary to the  
Sangguniang Panlungsod

CECILIA B. VELUZ-DE ASIS  
City Vice Mayor &  
Presiding Officer



## MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Understanding (MOU) entered into this FEB 24 2023 day of 2023 at Naga City, Philippines, by and between:

The **CITY GOVERNMENT OF NAGA**, a government entity duly organized and existing under the laws of the Republic of the Philippines, with principal office at City Hall, J. Miranda Ave., Concepcion Pequena, Naga City, and represented in this act by its City Mayor, Hon. NELSON S. LEGACION, hereinafter referred to as the "CITY";

-and-

The **N-VIROGREEN CONSULTING Corp.**, a private entity duly established and existing under the laws of the Republic of the Philippines with principal office address at Level 10-1, One Global Place, 5th Avenue Corner 25th Street, BGC, Taguig City, and represented herein by its CEO and President, MS. GLADYS MAE PAGUIO, hereinafter referred to as the "N-VIROGREEN".

### WITNESSETH :

WHEREAS, the CITY has started the construction of its New Naga City Hospital and Center for Safety and Resiliency with an estimated cost of P1.7 billion;

WHEREAS, given the urgent need for expanded health facility in the face of the Covid-19 pandemic, the CITY secured a loan from the Development Bank of the Philippines in the amount of Three Hundred Fifty Million Pesos (PhP350,000,000.00), Philippine currency, and a grant from the national government in the amount of One Hundred Million Pesos (PhP100,000,000.00) Philippine currency, to immediately start the construction of Phase 1 of the said health facility. Presently, the completion of the construction of Phase 1 of the New Naga City Hospital is already at around Sixty (60) percent. The target completion date of said Phase 1 is on or before the end of October 2023;

WHEREAS, the CITY is in dire need of additional funding to complete not only the New Naga City Hospital buildings and Center for Safety and Resiliency but also its equipment and support facilities;

WHEREAS, the Sangguniang Panlungsod of Naga City or the City's Local Legislative Body, authorized its City Mayor, Hon. Nelson S. Legacion, to look for and accept donations or funding offers to cover the deficiency in funding subject to observance of applicable laws and regulations of the national government;

WHEREAS, pursuant to Sangguniang Panlungsod Resolution No. 2022-638, the Sangguniang Panlungsod of Naga City authorized the City Mayor, Hon. Nelson S. Legacion, to negotiate and enter into an agreement with private/public entities for the establishment of a Waste to Energy Facility;

WHEREAS, on January 28, 2022, the Metro Naga Development Council, including the City, entered into a Memorandum of Understanding with N-VIROGREEN for the supply of its waste to the waste-to-energy facility<sup>1</sup>;

<sup>1</sup> Copy of the Memorandum of Understanding is here attached as Annex "A" to become integral to this document.



WHEREAS, N-VIROGREEN has offered and is ready to grant and provide the CITY the amount of One Billion Two Hundred Million Pesos (PhP1,200,000,000.00) to be used for the completion of the Naga City Hospital and Center for Safety and Resiliency;

WHEREAS, the N-VIROGREEN will also assist the CITY in the disposal and processing of its mixed municipal solid and medical waste and for this purpose, the CITY will facilitate and negotiate for the acquisition of a suitable site for a proposed waste to energy facility in Naga City;

NOW, THEREFORE, for and in consideration of the foregoing premises and subject to the terms and conditions hereunder stipulated, the Parties have mutually agreed as follows:

1. N-VIROGREEN will provide in favor of the City Government of Naga the amount of One Billion Two Hundred Million Pesos (PhP1,200,000,000.00), Philippine currency, for the construction and completion of the New Naga City Hospital and Center for Safety and Resiliency as well as for the procurement of the necessary equipment therefor. For purposes of this Agreement, the phrase "New Naga City Hospital and Center for Safety and Resiliency" shall mean additional buildings and facilities of said Hospital and Center including roads, parking spaces, open spaces, drainages, underground cabling system, and such other facilities necessary in the operation of said Hospital and Center;
2. The design and specifications of the New Naga City Hospital and Center for Safety and Resiliency, including their corresponding equipment, will be in accordance with the standards set by the appropriate regulatory bodies of the Philippine government which shall be the responsibility of the CITY.
3. The implementation of the project and the procurement of the equipment funded out of the grant provided by N-VIROGREEN shall be undertaken by contractors, preferably with PCAB License under AAA category, and suppliers determined by N-VIROGREEN using its own selection process with commitment that the implementation of the projects and the provision of equipment to be purchased will be strictly in accordance with the standards set by the CITY and relevant regulatory agencies. For this purpose, the CITY may submit to N-VIROGREEN the list of its recommended contractors and suppliers. Such selection process shall be concluded and the contractors and suppliers shall be determined by N-VIROGREEN within three (3) months from the date of the effectivity of this agreement. Mobilization and construction of the New Naga City Hospital and Center for Safety and Resiliency shall commence within one (1) month after the selection process shall have been concluded.
4. N-VIROGREEN shall deposit the above-mentioned amount with the CITY in tranches. The initial amount representing Three Hundred Million Pesos (PhP300,000,000.00) shall be deposited by N-VIROGREEN with the CITY within one (1) month from signing of this Agreement. The Balance of Nine Hundred Million Pesos (PhP900,000,000.00) shall be deposited with the CITY in four equal instalments. The first instalment amounting to Two Hundred Twenty-Five Million (PhP225,000,000.00) shall be provided by N-VIROGREEN to the CITY when the construction of the New Naga City Hospital or Center for Safety and Resiliency has reached Twenty Five Percent (25%) completion. The second, third, and final instalment shall be provided when the completion of said construction reaches Fifty Percent (50%), Seventy Five Percent (75%), and One Hundred Percent (100%), respectively. Said instalments shall be deposited with the CITY within ten (10) banking days from receipt of N-VIROGREEN of the proof of Twenty Five Percent (25%), Fifty Percent (50%), Seventy Five Percent (75%), or One Hundred Percent (100%) project completion.
5. For this purpose, within Forty Five (45) days from the date of the intended release of the pertinent portion of the funding, the CITY shall inform N-VIROGREEN of the upcoming progress in the project implementation to give time to the latter to process and prepare the disbursement of the pertinent amount.



6. The CITY is hereby authorized to keep and deposit the aforementioned amount provided by N-VIROGREEN in a trust fund/account to be opened in the Development Bank of the Philippines from which any amount due the contractors and suppliers, for services rendered or goods delivered, shall be taken by N-VIROGREEN or its authorized representative, when due. The account holders and signatories thereto shall be the City Mayor and the City Treasurer, in an "and" capacity.
7. Succeeding payments to contractors, after mobilization, shall be based mainly on the actual work rendered or equipment delivered based on the contract with proof of accomplishment or completion, and acceptance in case of buildings, or proof of delivery, inspection, and acceptance in case of equipment.
8. During the construction of the New Naga City Hospital and Center for Safety and Resiliency, N-VIROGREEN and its duly selected contractor shall allow the CITY's City Engineer's Office and the Chief of Hospital to conduct inspection on the premises to ensure that the project implementation is in accordance with the standards set by the CITY and other relevant government regulatory bodies, and that it shall remain consistent with the plans duly approved by the CITY and the Department of Health with respect to the New Naga City Hospital.
9. The CITY shall furnish N-VIROGREEN of a copy of the Department/Office Performance and Commitment Rating to be prepared and submitted in the operation of the New Naga City Hospital.
10. The CITY shall provide for the operational guidelines and creation of an advisory body or board for the New Naga City Hospital wherein N-VIROGREEN shall have a representation.
11. The grant of funding and the acceptance of the same shall be made in compliance with applicable laws and regulation on the matter.
12. To ensure the expeditious acquisition and use of the land that will house the waste-to-energy facility, the CITY, through voluntary dealings or the exercise of its power to acquire property by way of eminent domain, shall acquire the parcel/s of land that would cater to the construction of a waste-to-energy facility. Said parcel/s of land should be within the Barangays of Cararayan and/or San Isidro, Naga City, within a three (3) kilometer radius from the CITY's existing Sanitary Landfill, and should have an aggregate area of at least Ten (10) Hectares. The City Engineer's Office and the City Environment and Natural Resources Office shall conduct a primary and secondary impact assessment of the proposed site for the waste-to-energy facility to ensure compliance with the regulations of the Department of Environment and Natural Resources.
13. N-VIROGREEN shall provide the CITY funding in such amount as may be necessary to acquire the property over which the waste to energy facility will be constructed. The funding herein referred to shall be separate and independent of the amount provided in condition number 1 above. Pursuant to the foregoing, N-VIROGREEN shall transfer, in advance, to the CITY the amount necessary for the purchase of the parcel/s of land to be acquired for the construction and operation of the waste-to-energy facility, as initially determined by the City Assessor. Should the Court, in case of necessity of expropriation proceedings, determine just compensation at a price higher than the amount initially assessed by the City Assessor, N-VIROGREEN shall provide such amount necessary to cover the deficiency. In case just compensation is determined at a price lower than the initial assessment made, the CITY shall return the excess. Within three (3) months from the CITY's acquisition of ownership or right to possess and use the needed land, N-VIROGREEN shall commence construction of the waste-to-energy facility.



14. In consideration of the foregoing, the CITY shall execute a Deed of Usufruct in favor of N-VIROGREEN for the use of the property/s acquired, pursuant to the next preceding paragraphs, for the construction and operation of a waste to energy facility. The Deed of Usufruct shall be for a period of fifty (50) years extendable for the same period as may be mutually agreed upon by the parties.
15. N-VIROGREEN shall comply with all permit and regulatory requirements of the government for the operation of a waste-to-energy facility. The CITY, insofar as may be allowed and within the bounds of law and existing rules, shall provide assistance to N-VIROGREEN in securing or complying with such permits and regulatory requirements.
16. It is hereby understood that the CITY, by itself, is only able to generate, and hereby only undertakes to provide N-VIROGREEN with mixed municipal solid waste and medical waste of at least One Hundred (100) tons per day at a tipping fee of One Thousand Five Hundred Sixty Pesos (PhP1,560.00) per ton. The remaining volume of Four Hundred (400) Tons shall be taken from the neighboring Cities, Municipalities, and/or Provinces. The rate of tipping fee herein agreed upon shall be reviewed every five (5) years counted from the commencement of the operations of the waste-to-energy facility.
17. Should the waste-to-energy facility require a bigger volume of solid waste to operate efficiently, the CITY shall facilitate and assist in the negotiations between N-VIROGREEN and neighboring Cities, Municipalities, and/or Provinces in offering the utilization of the waste-to-energy facility as an alternative to their current waste disposal practices to secure their participation in this endeavor, subject to such amount of tipping fee as may be mutually agreed upon between N-VIROGREEN and the concerned local government unit.
18. To help reduce cost of electricity for the consumers, the CITY shall also assist in the negotiations between N-VIROGREEN and local power/electricity suppliers for the sale by the former to the latter of the electricity generated from the waste-to-energy facility, which should be at the rate of no less than the PSALM rate per kilowatt hour. The CITY shall further assist in causing the direct connection of N-VIROGREEN to the local power or electricity provider, therefore, dispensing of the need to connect to the NGCP.
19. N-VIROGREEN is hereby authorized to extract the waste found on the decommissioned Balatas Dump site at the time the waste-to-energy facility becomes operational.
20. After the Balatas Dump site has been fully extracted, N-VIROGREEN and the CITY may negotiate and collaborate on whatever governmental project which can be implemented therein.
21. As security to ensure compliance with the above-terms and conditions, N-VIROGREEN shall deposit with the CITY, within thirty (30) days from signing of this agreement, a performance bond in the amount of Ten Million Pesos (PhP10,000,000.00) to be refunded to N-VIROGREEN within thirty (30) days from the start of the successful operation of the Waste to Energy Facility. This performance bond shall be deposited by the CITY in its bank account with the Development Bank of the Philippines.
22. Should N-VIROGREEN fail to comply with what is incumbent upon it pursuant to the terms and conditions of this MOU, this agreement shall be deemed cancelled and terminated without need of notice or intervention of the regular courts, and the Performance Bond posted and deposited with the CITY shall be deemed forfeited in favor of the latter. The remainder of the terms and conditions of this MOU which remain to be unperformed and/or unsatisfied shall no longer be in force and effect, and such remainder shall be deemed automatically cancelled. Such amount already tendered to and received by the CITY by virtue of the terms and conditions herein agreed upon shall be deemed waived in the latter's favor.



23. This agreement shall terminate in five years from the date of receipt by the CITY of the initial amount granted it for the construction of the New Naga City Hospital and Center for Safety and Resiliency, if within said period, said buildings or portions thereof funded out of the amount provided by N-VIROGREEN are not completed by reason of the fault of the CITY. In the event of this happening, the unused portion of the amount granted to the CITY shall be returned by the latter to N-VIROGREEN.
24. Should the cost of the construction of the New Naga City Hospital and Center for Safety and Resiliency, including the cost of equipment therefor exceed One Billion Two Hundred Million Pesos (PhP1,200,000,000.00), the excess shall be shouldered by the CITY. Should such costs be less than the aforementioned amount, the excess, including interests earned, if any, shall be donated to and be for the disposition of the CITY in the implementation of its other priority projects. For this purpose, the CITY shall notify N-VIROGREEN of such intention to use such excess amount for a specific priority project in collaboration with the latter.
25. This Memorandum of Understanding shall take effect upon its signing.
26. The PARTIES hereby agree and understand that any additional agreement to be entered into by the CITY with N-VIROGREEN in relation to this will be done in conformity with the Local Government Code of 1991 and such other laws and regulations as may be relevant and applicable to the herein proposed project and agreement.

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Understanding this FEB 24 2023 day of 2023 at Naga City, Philippines.

**CITY GOVERNMENT OF NAGA**

**N-VIROGREEN CONSULTING Corp.**


*Represented by:*

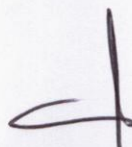
*Represented by:*

  
**NELSON S. LEGACION**  
*City Mayor*

  
**GLADYS MAE PAGUIO**  
*CEO*

**WITNESSES**

  
JOEL P. MARTIN

  
MADAME P. CAM

**ACKNOWLEDGMENT**

REPUBLIC OF THE PHILIPPINES )  
NAGA CITY ) S.S


BEFORE ME, a Notary Public for and in Naga City and Camarines Sur this FEB 24 2023 day of 2023 personally appeared HON. NELSON S. LEGACION with his LGU Naga I.D. No. 1612 and MS. GLADYS MAE PAGUIO with her Philippine Passport No. P4761325B; known

to me to be the same persons who executed the foregoing instrument and acknowledged to me that same is their free act and voluntary deed, and that of the entities herein represented.

The foregoing instrument consisting of Six (6) pages, including the page where this acknowledgment is written, has been signed by the above-named parties and their instrumental witnesses, and impressed with my notarial seal on each and every page hereof.

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

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Page No.	<u>94</u>
Book No.	<u>1</u>
Series of	2023

  
**MCGYVER GERARD S. ORBINA**  
NOTARY PUBLIC FOR NAGA CITY AND CAMARINES SUR  
DAU. ST., ZONE 3, BRGY. LIBOTON, NAGA CITY  
ATTORNEY'S ROLL NO. 68989, IBP LIFETIME NO. 016529  
PTR O.R. NO. 7607847 K (01-03-2023) NAGA CITY  
COMMISSION NO. 22-23, UNTIL DECEMBER 31, 2023




## MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

JAN 28 2022

This Memorandum of Understanding (MOU) entered into this \_\_\_\_ day of \_\_\_\_\_ 2022 at Naga City, Philippines, by and among:

The **METRO NAGA DEVELOPMENT COUNCIL**, a government entity duly organized and existing under the laws of the Republic of the Philippines, with principal office at City Hall, J. Miranda Ave., Concepcion Pequena, Naga City, and represented in this act by its Chairperson, Hon. NELSON S. LEGACION, hereinafter referred to as "MNDC";

-and-

The **N-VIROGREEN MATERIALS & SERVICES CORP.**, a private entity duly established and existing under the laws of the Republic of the Philippines with principal office address at Level 10-1, One Global Place, 5th Avenue Corner 25th Street, BGC, Taguig City, and represented herein by its CEO and President, MS. GLADYS MAE PAGUIO, hereinafter referred to as the "PROJECT COORDINATOR AND CONSULTANT".

-and-

The **HUNAN INDUSTRIAL EQUIPMENT INSTALLATION CO., LTD**, a private entity duly established under the laws of the People's Republic of China with principal address at Xiang'an Jiayuan, No.446 Ti Yuan Road, Yuhua District, Changsha and represented by its Deputy General Manager of the Second Branch, MR. NI ZHENGYONG, herein after referred to as 'PRINCIPAL'

### WITNESSETH:

WHEREAS, MNDC is composed of local government units (LGUs) mandated under Republic Act No. 9003 to dispose their respective solid waste thru a sanitary landfill or thru an appropriate waste-to-energy facility;

WHEREAS, given the capital expenditure required to set up a sanitary landfill or a waste-to-energy facility and the volume of solid waste such facilities require on a daily basis, it is advisable for a cluster of LGUs to share a common sanitary landfill or WTE to ensure its viable operation;

WHEREAS, PRINCIPAL has offered to construct a waste-to-energy facility at no cost to the individual LGUs or to the MNDC except for a reasonable tipping fee, the provision of a site, and a commitment to supply solid waste daily including those recoverable from the decommissioned landfill of Naga City and from any existing sanitary landfills of the member LGUs;

WHEREAS, MNDC shall facilitate to supply the waste-to-energy facility with the medical waste of its member-LGUs' health facilities;

WHEREAS, the MNDC mayors and their representatives present in the meeting held in Naga City last December 15, 2021, after having been briefed by the PROJECT COORDINATOR AND CONSULTANT and after due deliberation, voted in favor of further exploring the possibility of partnering with the PRINCIPAL and of proceeding with the project;

NOW, THEREFORE, for and in consideration of the foregoing premises and subject to the terms and conditions hereunder stipulated, the Parties have mutually agreed as follows:

FERMIN M. MABULLI  
MUNICIPAL MAYOR

HON. NELSON S. LEGACION  
MUNICIPAL MAYOR



## NATURE OF THIS MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is intended to define the parameters of the possible partnership between the MNDC and its member LGUs on the one hand, and the PRINCIPAL thru its PROJECT COORDINATOR AND CONSULTANT on the other, for purposes of the proposed waste-to-energy project, subject to prevailing laws and regulations on the matter.

### RESPONSIBILITIES

#### MNDC:

1. Facilitate the gathering of information required by PRINCIPAL THROUGH PROJECT COORDINATOR AND CONSULTANT from LGUs to enable it to formulate a more comprehensive study of the project.
2. Keep its member-municipalities updated as to the progress of the project.
3. Serve at the conduit of information between PRINCIPAL THROUGH PROJECT COORDINATOR AND CONSULTANT and the member-LGUs.
4. Relay the final and detailed proposal of PRINCIPAL to the members and call a meeting for their final disposition.
5. Facilitate PRINCIPAL THROUGH PROJECT COORDINATOR AND CONSULTANT in securing the necessary permits, licenses, clearances and other documents pertaining to the waste to energy facility.
6. Facilitate in the coordination with MNDC LGU's in supplying their waste to the waste to energy facility.
7. Facilitate and coordinate negotiations in securing a Power Supply Agreement with the power cooperative and/or power distributor in the area of jurisdiction.
8. Facilitate the necessary "right of way" locations which may include, but not limited to the following permits, leases and/or acquisition, for the waste to energy facility pipelines (water and electric) to the power provider or power distributor.

#### HUNAN through N-VIROGREEN:

1. Formulate a questionnaire or survey to be accomplished by the member-LGUs and furnish same to the MNDC Secretariat for dissemination and gathering.
2. Submit a written detailed proposal to the MNDC on or before January 31, 2022, showing the following minimum information disclosing the assumptions where applicable:
  - a. Minimum volume of solid waste required per day for the plant to operate efficiently, tentatively set at 500 tons per day
  - b. Acceptable level of moisture content of solid waste, tentatively set at 50%
  - c. Amount of tipping fee per ton, tentatively set at \$26 per ton
  - d. No. of days of downtime (non-operational) in a year for maintenance purposes, tentatively set at 32 days
  - e. Detail of proposed capital expenditures
  - f. Detail of operating expenses (compensation of personnel, plant operating expenses, depreciation, etc)
  - g. Expected service life of major components of the facility before requiring replacement or major rehabilitation/repair works
3. Define any other proposed obligations of the MNDC or its member-municipalities for the latter's consideration.
4. Commit to comply with all permits and regulatory requirements of the government.

It is understood that any final agreement to be entered into by the MNDC and its member-LGU's with PRINCIPAL will be done in conformity with the Local Government Code and the respective rules and procedures of each LGU, and with such other laws and regulations as may be applicable to the proposed project and partnership engagement. It is further understood that due to the distance of some member-LGUs to the possible site of the waste-to-energy facility, not all of them can participate in this project as transporting waste to the proposed site would be uneconomical.

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Understanding this \_\_\_\_\_ day of January 2022 at Naga City, Philippines.

FERMIN M. MABULAT  
MUNICIPAL MAYOR

ION. NELSON N. LEGASPI  
MUNICIPAL MAYOR



For the Metro Naga Development Council:

**NELSON S. LEGACION**  
Chairperson/Naga City Mayor

For N-Virogreen Consulting Corp.

**GLADYS MAE PAGUIO**  
CEO/Nvirogreen

Hunan Industrial Equipment Installation Co., LTD:

**NI ZHENGYONG**  
Deputy General Manager, Second Branch

**WITNESSES**

**FERMIN M. MABULO**  
Municipal Mayor  
San Fernando, Camarines Sur

**PHILIP SALVADOR A. SENAR**  
Municipal Mayor  
Magarao, Camarines Sur

**NELSON M. LEGASPI**  
Municipal Mayor  
Canaman, Camarines Sur

MANUEL V. CAM

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
NAGA CITY ) S.S

JAN 28 2022

BEFORE ME, a Notary Public for and in Naga City, this \_\_\_\_ day of January 2022 personally appeared the following:

Name  
NELSON S. LEGACION  
GLADYS MAE PAGUIO

Government Issued ID No. Date & Place of Issue

LGU Naga City ID# 1412  
passport # P4761375 D valid until Feb. 10, 2030

Known to be the same persons who executed the foregoing instrument and they acknowledged to me that same is their free act and voluntary deed, as well as the free act and voluntary deed of the entities herein represented.

The foregoing instrument consisting of three (3) pages, including the page on which this acknowledgment is written, has been signed by them and their instrumental witnesses on each and every page hereof.

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

Doc. No. 120  
Page No. 26  
Book No. XXI  
Series of 2022

**ATTY. ARMEEN ALAIN B. GOMEZ**  
NOTARY PUBLIC  
UNTIL JUNE 30, 2022  
REG. NO. 1223/V3/22  
PTR NO. 1520783/V5/22