

REPUBLIC OF THE PHILIPPINES
ENERGY REGULATORY COMMISSION
Exquadra Tower, Ortigas Center
Pasig City, Metro Manila

**IN THE MATTER OF THE JOINT
APPLICATION FOR
APPROVAL OF THE
EMERGENCY POWER SUPPLY
AGREEMENT (EPSA)
BETWEEN ILOILO III
ELECTRIC COOPERATIVE,
INC. (ILECO III) AND SUAL
POWER, INC. (SPI), WITH
MOTION FOR CONFIDENTIAL
TREATMENT OF
INFORMATION**

ERC Case No. 2025-149 RC

**ILOILO III ELECTRIC
COOPERATIVE, INC. (ILECO III)
and SUAL POWER, INC. (SPI),
*Applicants.***

July 29, 2025

X- -----X

JOINT APPLICATION

(with Motion for Confidential Treatment of Information)

Applicants, **ILOILO III ELECTRIC COOPERATIVE, INC. (ILECO III)** and **SUAL POWER, INC. (SPI)**, through their respective undersigned counsels, respectfully state:

THE APPLICANTS

1. ILECO III is a non-stock, non-profit electric cooperative duly organized and existing under and by virtue of the laws of the Republic of the Philippines, particularly Presidential Decree (PD) No. 269 as amended by PD 1645, Republic Act (RA) No. 9136, otherwise known as the Electric Power Industry Reform Act (EPIRA), and RA 10531, otherwise known as the National Electrification Administration Reform Act of 2013 (NEARA), with principal office at Brgy. Preciosa, Sara, Iloilo.

2. ILECO III is a distribution utility engaged in distribution of light and power within its franchise area covering the municipalities of Ajuy, Anilao, Balasan, Banate, Barotac Viejo, Batad, Carles, Concepcion, Estancia, Lemery, San Dionisio, San Rafael and Sara, all in the province of Iloilo.

3. SPI is a private corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at 5th Floor, C5 Office Building Complex, #100 E. Rodriguez Jr. Ave., C5 Road, Bo. Ugong, Pasig City 1604.

4. SPI is a subsidiary of San Miguel Global Power Holdings Corp. (SMGPHC) operating the Sual Coal-Fired Thermal Power Plant located in Barangay Pangascasan, Sual, Pangasinan, with a total capacity of 1,294 MW.

5. Applicants may be served with notices, orders, and other processes of this Honorable Commission through their respective counsels at the addresses hereinbelow indicated.

NATURE OF THE APPLICATION

6. This is a Joint Application for approval of the Emergency Power Supply Agreement (EPSA) entered into by and between ILECO III and SPI dated 25 April 2025. This EPSA is submitted to the Honorable Commission for its review and approval.

7. Pursuant to Section 24 of the ERC Resolution No. 16, Series of 2023 entitled "*Implementing Guidelines for the Procurement, Execution, and Evaluation of Power Supply Agreements Entered into by Distribution Utilities for the Supply of Electricity to Their Captive Market*" (2023 CSP Rules), it mandates that "*For EPSAs, the application for approval of the EPSA shall be filed with the ERC within thirty (30) calendar days after the occurrence of the Force Majeure or Fortuitous Event.*"

8. Pursuant to the provisions of the 2023 CSP Rules on the exemption from the conduct of a Competitive Selection Process (CSP), Applicant ILECO III is allowed to procure power supply through direct negotiation due to the occurrence of force majeure / fortuitous event or other circumstances beyond its control. As elaborated hereunder, it is essential for ILECO III to pursue this approach in line with its mandate under the Electric Power Industry Reform Act of 2001 (EPIRA) to provide continuous, reliable and safe supply of electricity in the least

cost manner to its captive consumers.

STATEMENT OF FACTS

9. In April 2022, ILECO III joined the Panay-Guimaras Electric Cooperatives Power Consortium, Inc. (PGECPCI) to conduct a Joint Competitive Selection Process (CSP) with the aim of procuring a power supply agreement (PSA) to be implemented in 2023 until 2032, with a nine (9)-year cooperation period.

10. PGECPCI's procurement had to undergo two (2) rounds of Joint CSP, which both failed, and eventually, had to undertake a negotiated procurement. Thus, the procurement for the supply of the required capacity and/or energy of ILECO III took a longer route and time than expected.

11. On 25 October 2024, ILECO III and SPI executed the PSA resulting from the Aggregated Negotiated Procurement with a term of nine (9) years, starting from the initial date of delivery or the approval of the ERC, whether provisional, interim or final, whichever comes later, and ending on 25 December 2032.

12. On 04 February 2025, the Joint Application of ILECO III and SPI for the approval of the PSA resulting from the Aggregated Negotiated Procurement was docketed as ERC Case No. 2025-034 RC.

13. On 21 February 2025, said Joint Application was set for hearings on 24 April 2025 and 02 May 2025.

14. On 25 March 2025, the ERC posted a Notice of Commission Action on their official website indicating that ILECO III's Joint Application with SPI was resolved to be dismissed.

15. Subsequently on 26 March 2025, ILECO III received an Order from the ERC cancelling the scheduled hearings for the said Joint Application.

16. On 03 April 2025, ILECO III received the Order from ERC dated 19 March 2025 formally dismissing ILECO III's Joint Application with SPI docketed as ERC Case No. 2025-034 RC.

17. Foregoing events, collectively, is a fortuitous event as it created a bar on ILECO III's ability to immediately implement its procured PSA and provide continuous, reliable and safe supply of electricity in the least cost manner to its Member-Consumer-Owners (MCOs), most especially during the coming peak months of the year.

18. Said fortuitous event is within the definition provided in the DOE Circular No. DC2023-06-0021 (2023 DOE CSP Policy) and ERC Resolution No. 16, Series of 2023 (2023 ERC CSP Guidelines) as it is an event that, though can be foreseen, is inevitable and independent of the DU's participation, whether by active intervention, neglect, or failure to act.

19. With the upcoming summer and holiday seasons where the prices of electricity in the WESM are significantly higher, and the said fortuitous event, ILECO III is duty-bound to conduct a negotiated procurement for an emergency power supply, pursuant to the above-mentioned issuances of the DOE and the ERC, to ensure lower electricity costs for its MCOs, in line with its mandate under the EPIRA to supply the electricity in the least cost manner to its captive consumers.

20. Accordingly, ILECO III notified the ERC, the DOE, and the NEA on the occurrence of the said fortuitous event which constrained them to procure an emergency supply to stabilize its generation rates.

21. Accordingly, ILECO III, solicited proposals from various potential power suppliers for emergency supply in accordance with the prevailing procurement guidelines.

22. After a thorough evaluation of the offers received, the Board of Directors of ILECO III issued Board Resolution No. 63, Series of 2025, approving the recommendation of its Technical Working Group (TWG) which determined the offer of Sual Power Inc. (SPI) as the most beneficial and advantageous offer for the cooperative and its MCOs, and thereby authorizing the award of contract to the SPI for the 7 MW EPSA.

23. Thereafter, the Board of Directors of ILECO III issued Board Resolution No. 64, Series of 2025, authorizing the cooperative to execute the 7 MW EPSA with SPI, and designated its Board President and/or General Manager to sign and execute the same on behalf of the cooperative.

24. On 25 April 2025, the applicants signed and executed the subject 7 MW EPSA covered by this Joint Application.

25. Consequently, SPI commenced the delivery of power supply to ILECO III under the terms of the subject EPSA on 26 April 2025.

SALIENT FEATURES OF THE EPSA

26. **Contract Term.** The term of the contract is one (1) year from the commencement of delivery, or from 26 April 2025 until 25 April 2026. As provided under Article 2 of the EPSAs:

ARTICLE 2 TERM

This Agreement shall be binding and effective between the Parties on the date of signing (“Execution Date”) and the supply duration shall be up to a maximum period of one (1) year, or twelve (12) Billing Periods from Supply Effective Date (“SED”), or until issuance of an approval by the ERC of the power supply agreement resulting from the BUYER’s conduct of its Competitive Selection Process for the supply of the same Contract Capacity confirming the demand of the BUYER under this Agreement, whichever comes first.

27. **Contracted Capacity and Contract Energy.** Annex I of the EPSA provides for the Contract Capacity and Energy as follows:

ANNEX I CONTRACT CAPACITY AND CONTRACT ENERGY

The BUYER’s Contract Capacity shall be 7,000 kW. BUYER shall commit to source a monthly baseload Contract Energy from the SELLER at 100% capacity utilization factor with respect to the Contract Capacity.

Billing Period	Contract Capacity, kW	Contract Energy, kWh
With 28 Days	7,000	4,704,000
With 30 Days	7,000	5,040,000
With 31 Days	7,000	5,208,000

28. **Outages.** Article 6 of the EPSA contains the provision on outages as follows:

ARTICLE 6 OUTAGES

During the term of this Agreement, the SELLER shall guarantee the supply of Contract Capacity to the BUYER, even during Scheduled and Unscheduled Outages of the Plant. For avoidance of doubt, an Event of Force Majeure as defined in Article 11 shall not be considered as an Outage.

29. **Contract Charges.** Annex II of the PSA provides for the following charges:

ANNEX II FLAT GENERATION RATE (“FGR”)

FGR Components	Rate, PhP/kWh
Capital Recovery Fee (CRF)	1.9407
Fixed O&M Fee (FOMF)	0.3500
Variable O&M Fee (VOMF)	0.1000
Fuel Fee	3.5700
FGR (Gross)	5.9607
Less: 3.2% Prompt Payment Discount (“PPD”)	-0.1907
FGR, (Net, VAT Exclusive)	5.7700

Note:

- Capital Recovery Fee, Fixed O&M Fee, Variable O&M Fee shall be fixed for the entire Contract Term and billed based on Annex III (Monthly Billing Formula).
- Fuel Fee is subject to monthly adjustment based on a Fuel Fee adjustment formula provided in Annex IV (Fuel Fee Adjustment Formula).
- Guaranteed Supply, except during Events of Force Majeure (no Outage Allowance).
- WESM Charges including Line Rental shall be for the account of the BUYER (pass-through cost).
- Subject to three and 2/10 percent (3.2%) Prompt Payment Discount (“PPD”).
- FGR (Gross) and other Associated Charges shall be subject to applicable Value Added Tax (“VAT”).

30. **Other Charges.**

30.1. **Taxes.** All applicable existing taxes including Value Added Tax (“VAT”), as well as all other future taxes (except Corporate Income Tax), that may be imposed by the government and which may be legally passed on by the SELLER to the BUYER in connection with the SELLER’s performance of its obligation under this Agreement, including any increase or adjustments thereon, shall be for the account of the BUYER.

30.2. **Other Associated Charges.** The BUYER shall bear all other costs and charges incurred after the Delivery Point, such as WESM Charges including Line Rental, transmission line losses, any interconnection charges and site specific loss adjustments, among others.

31. **Prompt Payment Discount.** The EPSA provides for a Prompt Payment Discount as follows:

ARTICLE 9 DISCOUNT

9.1. Prompt Payment Discount (“PPD”). The BUYER may avail of the PPD equivalent to three and 2/10 percent (3.2%) applied to the Flat Generation Rate of the power bill invoice (excluding Associated Charges, Replacement Power cost, if any, and Value Added Tax) provided that:

1. The BUYER has no arrears from previous power billings including the Security Deposit or any unpaid charges or penalties including Value-Added Tax (“VAT”);
2. The BUYER has submitted all necessary BIR Tax Certificates for all taxes withheld as well as for all zero-rated VAT end-consumers and;
3. The BUYER pays the power bill invoice in full on or before the 10th Day of the calendar month following the current Billing Period.

RATE IMPACT

32. ILECO III prepared a rate impact analysis on the implementation of its EPSA with SPI subject of this instant Joint Application. Based on said analysis, the implementation of the subject EPSA with SPI shows a decrease in the overall generation rate of IELCO III of about **PhP0.7809** /kWh, as follows:

RATE IMPACT ANALYSIS USING TRUE COST OFFER

WITHOUT SPI						
Power Supplier	Forecasted Kwh Energy Purchased for 2025 Based on 2025-2034 DDP & PSCP	Amount (PhP)	Percent Share	Resulting Capacity Factor (%)	2024 Average Rate without VAT Based on URR	Average Generation Cost (PhP/kWh)
Panay Energy Development Corp. (PEDC) - Unit 1 & 2	17,520,000.00	157,601,160.00	9%	100%	8.9955	
Green Core Geothermal, Inc. (GCGI)	48,180,000.00	310,308,108.00	26%	100%	6.4406	
Panay Energy Development Corp. (PEDC) - Unit 3	26,280,000.00	176,638,392.00	14%	100%	6.7214	
GNPower Dinginin Ltd Co. (GNPD)	17,520,000.00	86,790,576.00	9%	100%	4.9538	
WESM	77,621,048.39	647,623,455.14	41%		8.3434	
TOTAL/AVERAGE	187,121,048.39	1,378,961,691.14	100%		EFFECTIVE RATE	7.3694

WITH SPI						
Power Supplier	Forecasted Kwh Energy Purchased for 2025 Based on 2025-2034 DDP & PSCP	Amount (PhP)	Percent Share	Resulting Capacity Factor (%)	2024 Average Rate without VAT Based on URR	Average Generation Cost (PhP/kWh)
Panay Energy Development Corp. (PEDC) - Unit 1 & 2	17,520,000.00	157,601,160.00	9%	100%	8.9955	
Green Core Geothermal, Inc. (GCGI)	48,180,000.00	310,308,108.00	26%	100%	6.4406	
Panay Energy Development Corp. (PEDC) - Unit 3	26,280,000.00	176,638,392.00	14%	100%	6.7214	
GNPower Dinginin Ltd Co. (GNPD)	17,520,000.00	86,790,576.00	9%	100%	4.9538	
EPSA - Sual Power Inc. (SPI)	61,320,000.00	365,510,124.00	33%	100%	5.9607	
WESM	16,301,048.39	136,006,167.14	9%		8.3434	
TOTAL/AVERAGE	187,121,048.39	1,232,854,527.14	100%		EFFECTIVE RATE	6.5885

Decrease in PhP/ kWh	-0.7809
----------------------	---------

Notes:

1. Based on the submitted proposals of suppliers.
2. True Cost is exclusive of VAT, PPD and Market Fees.

PRE-FILING REQUIREMENTS AND OTHER RELATED DOCUMENTS

33. In compliance with the ERC's Prefiling Checklist and in support of the instant Joint Application, ILECO III and SPI submitted the following documents to the Honorable Commission:

Technical Documents	
Description of Document	Annex Markings
Emergency Power Supply Agreement (EPSA) between ILECO III and SPI dated 25 April 2025	01
ILECO III's Supply and Demand Scenario with Details of Existing Suppliers	02
ILECO III's Contract Utilization	02.1
ILECO III's Average Daily Load Curve	02.2
Executive Summary of the EPSA	03
Rate derivation and related documents	04
Sample Computation of Power Rates – Sample Bill	04D
Sample Computation of Power Rates – Rate Impact	04D-2
SPI's Certification on Documents Previously Submitted (Section 22, ERC Resolution 16, series of 2023)	05
SPI's Data on Outages	06
Legal Documents	
Description of Document	Annex Markings
ILECO III's Certificate of E-mail Registration	A
SPI's Certificate of E-mail Registration	A1
ILECO III's Verified Declaration	A-1
SPI's Verified Declaration	A-2
This Joint Application (with date and signature of counsel)	C
ILECO III's Verification and Certification Against Forum Shopping	C-1
SPI's Verification and Certification Against Forum Shopping	C-2

ILECO III's Board Resolution authorizing the filing of the Joint Application, designating signatory thereof, and engaging the services of a counsel	D
SPI's Secretary Certificate	D1
Proof of Service to the concerned LGUs where ILECO III and SPI principally operate	F and series
Affidavit of Publication	G
Proof of Publication and the Whole Issue of the Newspaper	G-1
Explanation on Non-Applicability of a Certification from Relevant Government Agency or Institution certifying the occurrence of force majeure or fortuitous event (if any)	I
Notice of FM to the Office of the DOE	J-1
Notice of FM to the Office of the ERC	J-2
Notice of FM to the Office of the NEA	J-3
ILECO III's Affidavit of Force Majeure	K
ILECO III's Solicitation Letters to Generation Companies	K1
Proof of offers received by ILECO III	K2
ILECO III's Evaluation of Offers and Recommendation of the Technical Working Group (TWG)	K3
ILECO III's Board Resolution approving the recommendation of the TWG declaring GenCo's proposal as the most beneficial and advantageous for the cooperative's MCOs	K4
ILECO III's Board Resolution authorizing the execution of the EPSA and designating signatories on behalf of the cooperative	K5
ILECO III's WESM Registration	K6

ALLEGATIONS IN SUPPORT OF THE PRAYER FOR CONFIDENTIAL TREATMENT OF INFORMATION

34. Under the ERC Rules of Practice and Procedure, a party to any proceeding before the Honorable Commission may request that certain information be not disclosed to the public and be treated as confidential.¹ Accordingly, SPI prays for the confidential treatment of the information contained in Annex “04”.

35. The documents in Annex “04” contain information and data where SPI has actual and valuable proprietary interest to protect which fall within the bounds of “trade secrets” that are entitled to protection under the Constitution, statutes, and rules and regulations of this Honorable Commission.

35.1. Foregoing annexes contain non-public, proprietary information and data involving SPI’s power rate calculations, financial model, as well as the manner by which these were derived. Furthermore, these information and data are not generally available to the public. SPI’s competitiveness will seriously be prejudiced if this information is unduly disclosed.

35.2. In the case of *Air Philippines Corporation vs. Pennswell, Inc.*,² the Supreme Court defined “trade secrets” and explained that:

“A trade secret is defined as a plan or process, tool, mechanism or compound known only to its owner and those of his employees to whom it is necessary to confide it. The definition also extends to a secret formula or process not patented, but known only to certain individuals using it in compounding some article of trade having a commercial value. A trade secret may consist of any formula, pattern, device, or compilation of information that: (1) is used in one’s business; and (2) gives the employer an opportunity to obtain an advantage over competitors who do not possess the information. Generally, a trade secret is a process or device intended for

¹ Section 1, Rule 4, Rules of Practice and Procedure of the Energy Regulatory Commission.

² 564 Phil. 774 (2007), G.R. No. 172835.

continuous use in the operation of the business, for example, a machine or formula, but can be a price list or catalogue or specialized customer list. It is indubitable that trade secrets constitute proprietary rights.” (Emphasis supplied.)

35.3. Moreover, the Honorable Commission categorically acknowledged in its Decision in ERC Case No. 2015-111 RC³ that formulas and pricing structures of a generation company must be accorded confidential protection, to wit:

“In the case of PNOC RC, the documents sought to be protected from disclosure contain formula and pricing structures used in arriving at their proposed tariff. In fact, all three (3) documents were used by the Commission in evaluating the reasonableness of the proposed rate. In the electric power industry w(h)ere prices is[sic] a major consideration in selecting one’s supplier, it is apparent that the assumptions used in arriving at one’s proposed tariff is considered a competitive leverage by one player against its competitors.

Thus, the Commission resolves to treat the said documents confidential and may not be publicly disclosed.” (Emphasis supplied).

36. Clearly, the Honorable Commission recognizes the importance of treating pricing structures as confidential in order to ensure competitiveness of the generation sector. This information, which falls within the definition of a trade secret as defined by jurisprudence, merits the confidential treatment provided for under Rule 4 of the ERC Rules of Practice and Procedure.

37. In view thereof, in accordance with Section 1 (b), Rule 4 of the ERC Revised Rules of Practice and Procedure, SPI submits one (1) copy of their respective confidential documents to the Honorable

³ Decision, ERC Case No. 2015-111 RC dated 30 May 2017 entitled “*In the Matter of the Application for Approval of the Power Supply Agreement Between Nueva Ecija II Electric Cooperative, Inc.- Area 2 (NEECO II – Area 2) and PNOC Renewables Corporation (PNOC RC).*”

Commission in a sealed envelope, with the envelope and each page of the document marked with the word “Confidential”.⁴

38. Further, all parties who are furnished copies of the instant Joint Application are not furnished copies of the documents subject of the present motion.

39. In accordance with Sections 3 and 4, Rule 4 of the ERC Revised Rules of Practice and Procedure, SPI reserves the right to use the documents subject of the present motion and their contents as evidence, and respectfully moves for the issuance of a Protective Order.

PRAYER

WHEREFORE, the foregoing premises considered, Joint Applicants respectfully pray that this Honorable Commission:

1. **ISSUE AN ORDER** declaring the Confidential Documents attached hereto in **Annex “04”** as confidential information as well as directing that the same be treated with confidentiality and be protected from public disclosure, thereby issuing the corresponding **PROTECTIVE ORDER** in accordance with Section 2, Rule 4 of the *ERC Revised Rules of Practice and Procedure*; and

2. After due notice and hearing, **ISSUE A DECISION** – (i) approving the instant *Joint Application in toto* and the EPSA which will thereby allow/authorize ILECO III to charge and collect the fees from its MCOs reckoned from the commencement of the supply to ILECO III by SPI; and (ii) directing that the rates, terms, and conditions of the EPSA be retroactively applied for the entire term of the EPSA.

Other kinds of relief, just and equitable under the premises, are likewise being prayed for.

Pasig City, 16 June 2025.

⁴ Electronic copies of the documents subject of the Motion for Confidential Treatment of Information are provided to this Honorable Commission in password protected files.

**DECHAVEZ LERIOS-AMBOY AND EVANGELISTA
LAW OFFICES⁵**

Counsel for the Co-Applicant

Iloilo III Electric Cooperative, Inc. (ILECO III)

Unit 2008, Tycoon Centre

Pearl Drive, Ortigas Center, Pasig City 1605

Tel. No. 79101587

E-mail: powerlawfirm@gmail.com

By:

LORAIN B. BOBILES

Roll of Attorneys No. 73213

PTR No. 3040282, January 06, 2025, Pasig City

IBP Member No. 501218, January 07, 2025, RSM Chapter

MCLE Compliance No. VIII – 0027697, Valid Until 14 April 2028

⁵Pursuant to Office of the Court Administrator Circular No. 56-2015, hereunder are the MCLE Compliance Numbers of the undersigned Firm's named partners, to wit:

Partners	MCLE Compliance	Date of Issuance
Joseph Ferdinand M. Dechavez	MCLE Exemption Certificate No. VIII-Acad004390	February 26, 2025
Ditas A. Lerios-Amboy	Certification No. VII-0022795 <i>(Completed the MCLE 8th Compliance Period. The certification, however, is still pending issuance by the MCLE Office.)</i>	August 1, 2022
Nelson V. Evangelista	Certification No. VII-0022649 <i>(Completed the MCLE 8th Compliance Period. The certification, however, is still pending issuance by the MCLE Office.)</i>	July 20, 2022

SUAL POWER INC.⁶

JUPTER M. CABAGUIO

5th Floor, C5 Office Building Complex
#100 E. Rodriguez, Jr. Ave., C5 Road, Bo. Ugong,
Pasig City 1604, Metro Manila
Telephone No. (02) 5317 1000 /
jcabaguio@smcgph.sanmiguel.com.ph
PTR No. 3006693 / 03 January 2025 / Pasig City
IBP Lifetime No. 06372 / Makati Chapter
MCLE Compliance No. VIII – 0032570 valid until 14 April 2028
Roll No. 47112

AVELINO G. CEDO III

5th Floor, C5 Office Building Complex
#100 E. Rodriguez, Jr. Ave., C5 Road, Bo. Ugong,
Pasig City 1604, Metro Manila
Telephone No. (02) 5317 1000 / acedoiiii@smcgph.sanmiguel.com.ph
PTR No. 3006695 / 03 January 2025 / Pasig City
IBP Lifetime No. 010380 / PPLM Chapter
MCLE Compliance⁷ No. VII - 0020279 / 02 June 2022
Roll No. 54500

JULIETA B. ESTAMO

5th Floor, C5 Office Building Complex,
#100 E. Rodriguez Jr. Ave., C5 Road, Bo. Ugong,
Pasig City 1604, Metro Manila
Telephone No. (02) 5317 1000 / jestamo@smcgph.sanmiguel.com.ph
PTR No. 3035762 / 07 January 2025 / Pasig City
IBP Invoice No. 514069 / 27 February 2025 /
Central Luzon Bulacan Chapter
MCLE Compliance No. VIII-0016943 valid until 14 April 2028
Roll No. 39024

⁶ Other Registered Email: regulatorycompliance@smcgph.sanmiguel.com.ph

⁷ MCLE VIII Compliance Completed on 09 April 2025. Certificate(s) and corresponding details currently being processed.

VERIFICATION AND CERTIFICATION AGAINST FORUM SHOPPING

I, **ATTY. JAMES G. BALSOMO II**, of legal age, Filipino, and with office address at Iloilo III Electric Cooperative, Inc. (ILECO III), Brgy. Preciosa, Sara, Iloilo, after having been duly sworn to in accordance with law, do hereby depose and state that:

1. I am the General Manager and the duly authorized representative of Applicant **ILECO III**, in the instant Joint Application as evidenced by the attached **Board Resolution No. 64, Series of 2025, dated 03 April 2025**.

2. As such, I have caused the preparation of the foregoing Joint Application, which I have read and understood, the contents of which are all true and correct of my personal knowledge and/or based on authentic records.

3. I also attest that the factual allegations in the Joint Application are not filed to harass, cause unnecessary delay, or needlessly increase the cost of litigation.

4. The factual allegations in the Joint Application herein have evidentiary support or, if specifically so identified, will likewise have evidentiary support after a reasonable opportunity for discovery.

5. I further certify that I and/or **ILECO III** have not heretofore commenced any action involving the same issues in the Supreme Court, the Court of Appeals, or different divisions thereof, or any other tribunal or agency; and to the best of my knowledge, no such other action or proceeding is pending in the Supreme Court, the Court of Appeals, or different divisions thereof, or any other tribunal or agency.

6. Should I hereafter learn that a similar action or proceeding has been filed or is pending before the Supreme Court, the Court of Appeals, or different divisions thereof, or any other tribunal or agency, I undertake to promptly inform this Honorable Court within five (5) days therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand this day of JUN 18 2025 in Municipality of Sara, Iloilo, Philippines.

ATTY. JAMES G. BALSOMO II
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME this day of JUN 18 2025, affiant exhibiting to me his _____ ID bearing No. _____ valid until _____ as competent proof of identity.

Doc. No. 1391 ;
Page No. 29 ;
Book No. II ;
Series of 2025.

ATTY. MARY PATRICIA A. BASINANG
Notary Public
for the Province of Iloilo
Notarial Commission Reg. No. 2024-012 Until December 31, 2025
ATTORNEY'S ROLL NO. 84768
MCLE COMPLIANCE VIII-0014752
IBP NO. 495228; 01/02/2025
PTR NO. 8075012; 01/07/2025
BRGY. POBLACION ILAWOD, SARA ILOILO

**VERIFICATION AND
CERTIFICATION OF NON-FORUM SHOPPING**

I, **ELENITA D. GO**, Filipino, of legal age, and with office address at the 5th Floor, 100 Eulogio Rodriguez Jr. Avenue C5 Road (North Bound) Pasig City, after having been duly sworn to in accordance with law, hereby depose and state, that:

1. I am the authorized representative of Sual Power Inc. ("SPI") a co-applicant in the Joint Application for Approval of the Emergency Power Supply Agreement between Iloilo III Electric Cooperative, Inc. ("ILECO III") and SPI;
2. I have caused the preparation and filing of the Joint Application and that I have read the contents thereof and aver that all the factual/legal allegations contained therein are true and correct based on my personal knowledge and/or on authentic documents/official records;
3. The Joint Application is not filed to harass, cause unnecessary delay, or needlessly increase the cost of litigation and that the factual allegations therein have evidentiary support or, if specifically so identified, will likewise have evidentiary support after a reasonable opportunity for discovery; and,
4. I hereby certify that SPI has not filed/commenced any action or proceeding arising from the same issues raised in the Joint Application before the Supreme Court, Court of Appeals, or any other courts or tribunals or quasi-judicial bodies/agencies and to the best of my knowledge, no such other similar action or claim is pending therein. If ever there is a case pending before the said courts or tribunals involving the same issues, I undertake to inform the Honorable Energy Regulatory Commission of such fact within five (5) calendar days from knowledge thereof.

I am executing this undertaking in support of the Joint Application and the veracity of the allegations therein as well as for any other legal purpose this may serve.

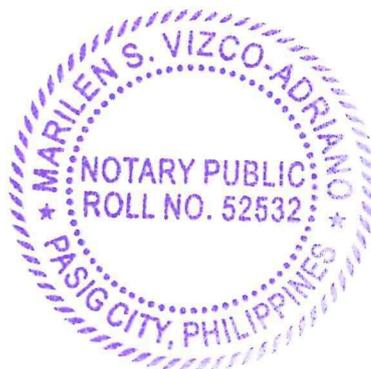
IN WITNESS WHEREOF, I have hereunto set my hand this
JUN 16 2025 at Pasig City.

ELENITA D. GO
Affiant

JUN 16 2025

SUBSCRIBED AND SWORN to before me this _____
in Pasig City. Affiant personally appeared and exhibited to me her Philippine Passport
No. _____ issued on _____ as her competent proof of
identity

Doc. No.: 130 ;
Page No.: 27 ;
Book No.: ✓ ;
Series of 2025.



MARILEN S. VIZCO-ADRIANO
Appointment No. 285 (2024-2025)
Notary Public for Pasig City
Until December 31, 2025
5th Floor, C5 Office Building Complex,
#100 E. Rodriguez Jr. Ave., C5 Road,
Bo. Ugong, Pasig City 1604, Metro Manila
Roll No. 52532
PTR No. 3006694; January 3, 2025 / Pasig City
IBP Lifetime Membership No. 09353 / Quezon City Chapter
MCLE Compliance No. VIII-001643? Valid until April 14, 2026