REPUBLIC OF THE PHILIPPINES
ENERGY REGULATORY COMMISSION
Pasig City

IN THE MATTER OF THE APPLICATION FOR APPROVAL OF THE POWER SUPPLY AGREEMENT BETWEEN ILOILO III ELECTRIC COOPERATIVE, INC. (ILECO III) AND THERMA VISAYAS, INC. (TVI), WITH PRAYERS FOR PROVISIONAL AUTHORITY OR INTERIM RELIEF AND MOTION FOR CONFIDENTIAL TREATMENT OF INFORMATION,

ERC Case No. 2026-150 RC

October 13, 2026

ILOILO III ELECTRIC COOPERATIVE, INC. (ILECO III) and THERMA VISAYS, INC. (TVI),
Applicants.

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JOINT APPLICATION
(with Prayer for Provisional Authority or Interim Relief and Motion for Confidential Treatment of Information)

Applicants **ILOILO III ELECTRIC COOPERATIVE, INC.** ("***ILECO III***") and **THERMA VISAYAS, INC.** ("***TVI***"); collectively, the "***Applicants***"), by their respective counsels, respectfully state:

The Nature of the Application

1. The Applicants are filing this Application, pursuant to Rule 20(B.1), Rule 4, Section 1, and Rule 14, Section 1 of the *Revised Rules of Practice and Procedure of the Energy Regulatory Commission* (the "***ERC Rules***"),[1] and Article VII

[1] Resolution No. 01, Series of 2021.

of the Honorable Commission's Resolution No. 07, Series of 2026[2] (the "***ERC 2026 Amended CSP Guidelines***"), to ask this Honorable Commission to approve their *Power Supply Agreement* dated September 9, 2026 (the "***PSA***"). A copy of the PSA is attached as **Annex 1**.

The Parties

2. TVI is a private corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal office at Bato Toledo City Cebu 6038. TVI manages and operates the 353.940 MW Therma Visayas Circulating Fluidized Bed Coal – Fired Power Plant (the "***Power Plant***").

3. ILECO III is an electric cooperative duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Brgy. Preciosa, Sara, Iloilo. It is the distribution utility ("***DU***") which serves the power requirements of 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.

4. The Applicants may be served with notices, orders, and processes of the Honorable Commission through their respective counsels at the addresses indicated below.

Statement of Facts

5. Under Section 7.4 of the Department of Energy ("***DOE***") Department Circular ("***DC***") No. DC2023-06-0021,[3] as amended and supplemented by DOE Department Circular No. DC2025-10-0022[4] (the "***DOE CSP Policy***"), it is provided that in case an Electric Cooperative ("EC") is unable to

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[2] Entitled "*Amended 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*"

[3] Entitled "*Prescribing the Policy for the Mandatory Conduct of the Competitive Selection Process by the Distribution Utilities for the Procurement of Power Supply for their Captive Market*".

[4] Entitled "*Prescribing Policies to Enhance the Procurement of Power Supply by Distribution Utilities for the Captive Market, amending and Supplementing for this purpose Department Circular No. DC2023-06-0021*".

complete the Competitive Selection Process ("CSP") one (1) year before said scheduled date as indicated in its Power Supply Procurement Plan ("PSPP"), the NEA shall undertake or continue the CSP on behalf of the EC. For this purpose, the NEA can mobilize its own manpower complement and structure, the manpower of the EC itself, as well as those of other ECs to undertake the CSP process, as necessary.[5]

6. Furthermore, Section 7.2 of the DOE CSP Policy provides that "*ECs with limited capability to undertake CSP may request the NEA to provide the necessary assistance and resources to conduct the same xxx*".

7. Article 13.1 of NEA Memorandum No. 2023-057 (the "***NEA 2023 CSP Guidelines***"), which reiterates Sections 7.2 and 7.4 of the DOE CSP Policy, provides that:

> In case an EC (or aggregated ECs) requests the NEA assistance xxx or is unable to complete its CSP one (1) year before the scheduled date as indicated in the PSPP, the NEA shall undertake the CSP on behalf of the EC. For this purpose, the NEA can mobilize its own manpower complement and structure, the manpower of the EC itself, as well as those of other ECs to undertake the CSP process, as necessary.

8. Moreover, Article 13.2 of the NEA 2023 CSP Guidelines provides that the NEA Bids and Awards Committee ("***BAC***") shall conduct the CSP on behalf of the EC or aggregated ECs, and that the CSP to be conducted by the NEA BAC shall follow the rules and procedures under the DOE CSP Policy, ERC CSP Guidelines, and the NEA Guidelines.

9. Based on the latest PSPPs of on-grid ECs connected to the Luzon and Visayas grids, several ECs faced baseload power supply deficits that needed to be addressed through the timely conduct of CSPs to ensure sufficient and reliable power supply for their respective captive markets.

10. In fact, ILECO III's Supply-Demand Scenario for the years 2021 to 2041 shows that the peak demand within its franchise area increased from 25.71 MW in 2021 to 87.30 MW

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[5] DOE CSP Policy, Section 7.4.

in 2041. The Supply-Demand Scenario also shows that ILECO III expects the peak demand within its franchise area to continuously increase from 32.50 MW in 2026 to 87.30 MW in 2041. As of 2026, ILECO III has a supply deficit of 11 MW in its portfolio, with an expected supply deficit of 66.30 MW by 2041. A copy of ILECO III's Supply-Demand Scenario is attached as **Annex 3**.

11. The required CSPs to address the baseload supply shortfalls of some on-grid ECs connected to the Luzon and Visayas grids, including ILECO III, were not conducted within one (1) year prior to the expiration of their existing PSAs or prior to the increase in demand of the Luzon and Visayas ECs, as provided in their respective PSPPs. Thus, it became necessary for NEA to conduct a joint CSP pursuant to Section 7.4 of the DOE CSP Policy.

12. On February 3, 2026, the NEA issued Office Order No. 2026-043, Series of 2026 where the NEA - Special Bids and Awards Committee ("***NEA-SBAC***"), its Secretariat, and the Technical Working Group ("***NEA-SBAC-TWG***") for the joint CSP for the Luzon and Visayas ECs were constituted. A copy of NEA Office Order No. 2026-043, Series of 2026 is attached as **Annex I**.

13. In accordance with the foregoing, the NEA-SBAC conducted the joint CSP for the aggregated baseload supply of the following on-grid Luzon and Visayas ECs (collectively, the "***Member ECs***"):

Luzon Electric Cooperatives (the "*Luzon Member ECs*")

ABRECO	Abra Electric Cooperative
AURELCO	Aurora Electric Cooperative, Inc.
BATELEC II	Batangas II Electric Cooperative, Inc.
ILECO III	Cagayan I Electric Cooperative, Inc.
CASURECO II	Camarines Sur II Electric Cooperative, Inc.
CASURECO III	Camarines Sur III Electric Cooperative, Inc.
FLECO	First Laguna Electric Cooperative, Inc.
LUELCO	La Union Electric Cooperative, Inc.
NEECO I	Nueva Ecija I Electric Cooperative, Inc.
NUVELCO	Nueva Vizcaya Electric Cooperative
PANELCO I	Pangasinan I Electric Cooperative
PELCO III	Pampanga III Electric Cooperative, Inc.
QUEZELCO I	Quezon I Electric Cooperative, Inc.
QUEZELCO II	Quezon II Electric Cooperative, Inc.

QUIRELCO	Quirino Electric Cooperative
SAJELCO	San Jose City Electric Cooperative
TARELCO I	Tarlac I Electric Cooperative, Inc.
ZAMECO I	Zambales I Electric Cooperative, Inc.
ZAMECO II	Zambales II Electric Cooperative, Inc.

Visayas Electric Cooperatives

ILECO III	Capiz Electric Cooperative, Inc.
CEBECO I	Cebu I Electric Cooperative, Inc.
CEBECO II	Cebu II Electric Cooperative, Inc.
GUIMELCO	Guimaras Electric Cooperative
ILECO I	Iloilo I Electric Cooperative, Inc.
ILECO III	Iloilo II Electric Cooperative, Inc.
ILECO IIII	Iloilo III Electric Cooperative, Inc.
NOCECO	Negros Occidental Electric Cooperative
NORECO I	Negros Oriental I Electric Cooperative, Inc.
NORECO II	Negros Oriental II Electric Cooperative

Conduct of the CSP

14. On April 13 and 14, 2026, the NEA-SBAC-TWG presented the draft Terms of Reference ("***TOR***"), Invitation to Bid ("***ITB***"), and bidding documents to the NEA-SBAC.

15. On April 15, 2026, or at least five (5) calendar days before the first publication of the ITB, the NEA-SBAC informed the DOE and ERC of the conduct of the joint CSP. On the same date, the NEA issued the Certificate of Conformity NEA-RAO-COC-2026-02, which certified that the respective contract quantities and cooperation periods covered by the Joint CSP were consistent with the latest posted PSPPs of each Member EC. A copy of the Certificate of Conformity is attached as **Annex L**.

16. Accordingly, the NEA-SBAC commenced and conducted the Joint CSP, which was structured into two (2) Lots: Lot 1, covering the Luzon Member ECs, and Lot 2, covering the Visayas Member ECs.

17. On April 21 and April 28, 2026, the ITB and the TOR were duly published in *The Manila Times* newspaper. The proof of publication of the ITB is attached as **Annex M** and copies of the ITB and TOR are attached as **Annexes K** and **P**, respectively. The NEA-SBAC and the Member ECs likewise caused the posting of the ITB and TOR on the DOE CSP e-

based portal, the NEA website, and the Member EC's respective official websites or social media accounts. The proof of posting of the ITB is attached as **Annex N**.

18. On May 6, 2026, copies of the Invitation for CSP Observers were sent to the Philippine Chamber of Commerce and Industry, Institute of Integrated Electrical Engineers of the Philippines, Nationwide Association of Consumers, Inc., and DOE. A general invitation for CSP Observers was likewise posted on the NEA website. A copy of the Invitation for CSP Observers and its proof of posting is attached as **Annex J**.

19. On May 14, 2026, the NEA-SBAC held the pre-bid conference and subsequently issued bid bulletins from May 25 to August 12, 2026. On June 17, 2026, the NEA-SBAC issued the Final Transaction Documents, which were subsequently amended on June 25, 2026, setting July 10, 2026 as the deadline for submission of bids and the date for the opening and evaluation thereof.

20. The submission, opening, and evaluation of bids for the Joint CSP were conducted on July 10, 2026. For Lot 1, Sual Power Inc. ("SPI"), Mariveles Power Generation Corporation ("MPGC"), and TVI timely submitted their bids, while GN Power Dinginin Ltd. Co. ("GNPD"), GNPower Mariveles Energy Center Ltd. Co. ("GMEC"), and Panay Energy Development Corporation ("PEDC") withdrew from the Joint CSP. For Lot 2, Malita Power, Inc. ("MPI"), Palm Concepcion Power Corporation ("PCPC"), Therma Visayas, Inc. ("TVI"), Energy Development Corporation ("EDC"), Cebu Energy Development Corporation ("CEDC"), and PEDC timely submitted their bids, while FDC Misamis Power Corporation, GN Power Kauswagan, Ltd. Co., Therma South, Inc., and Toledo Power Co. withdrew from the Joint CSP. Copies of the bids submitted by the Bidders are attached as **Annex S and Series**.

21. The NEA-SBAC determined that the Bidders passed the preliminary evaluation for their respective *(a)* Eligibility Requirements, *(b)* Technical Proposal, and *(c)* Bid Security. The Bidders also submitted bids for 50% of the Aggregated Contract Capacity of the Member ECs for Lot 2 and paid the

additional participation fees as required by the Final Transaction Documents.

22. After careful consideration of the submitted bids, the NEA-SBAC determined that MPI, PCPC, TVI, and EDC were the most advantageous for the Lot 2 Visayas Member ECs' captive markets.

23. Thus, on August 17, 2026, the NEA-SBAC issued Resolution No. 13, Series of 2026 ("***Resolution No. 13***") declaring TVI's bid as the Third-Ranked Lowest Calculated and Responsive Bid ("***LCRB***") for 40% of the Aggregated Contract Capacity under Lot 2 of the joint CSP. It likewise recommended and endorsed to the Office of the NEA Administrator the issuance of the Notice of Award to TVI. A copy of BAC Resolution No. 13 is attached as **Annex U-1**.

24. On August 20, 2026, NEA issued a Notice of Award to TVI dated August 18, 2026 (the "***Notice of Award***") declaring that it is the winning bidder for Lot 2 of the Aggregated Baseload Supply of Luzon and Visayas On-Grid ECs, having submitted the second LCRB. A copy of the Notice of Award is attached as **Annex U**.

25. The Joint Body representatives of the Member ECs negotiated and finalized the PSAs with the winning bidders. On September 04, 2026, the negotiated and finalized PSAs for Lots 1 and 2 were submitted to the NEA-SBAC for approval. Through Resolution No. 14, series of 2026, the NEA-SBAC approved the negotiated PSAs and endorsed the issuance of the corresponding Notices to Execute the Agreement.

26. On September 08, 2026, the Notices to Execute the Agreement were issued to and received by the Member ECs, directing the Luzon Member ECs to execute their PSAs with SPI and TLI, and the Visayas Member ECs to execute their PSAs with MPI, PCPC, TVI, and EDC.

27. On September 09, 2026, following the issuance of the Notices to Execute the Agreement, the Member ECs executed their respective PSAs with the successful bidders under the Joint CSP.

28. Through such aggregated procurement, the participating ECs, including Applicant ILECO III, were able to pursue the procurement of the required power supply, consistent with the projected supply requirements and timelines set forth in their respective PSPPs.

29. However, notwithstanding the foregoing, the subject PSA may not be implemented without the prior approval of this Honorable Commission. Hence, this instant Joint Application.

The Salient Features of the PSA

30. The duly executed PSA contains the following salient provisions:

30.1. ***Contracted Capacity***. The contracted capacity under the PSA is 1.2MW.[6]

30.2. ***Term***. The PSA shall take effect immediately from the Effective Date, and from such date shall remain in force and effect for fifteen (15) years from Delivery Date unless sooner terminated in accordance with the PSA and upon approval by the ERC.[7] The Effective Date shall commence at the time of the parties' signing of the PSA, provided that *(a)* corporate approvals and *(b)* government authorizations have been duly obtained.[8] TVI shall commence delivery of the Contract Capacity, which shall be the later of *(a)* 26 December 2026, or *(b)* the next immediate 26th day of the month immediately following the ERC's issuance of a Provisional Authority ("***PA***") or Interim Relief ("***IR***"), as applicable, or Final Authority if no PA or IR is issued.[9]

30.3. ***Outages And Replacement Power***. TVI is allowed a Scheduled Outage Allowance and Unscheduled Outage Allowance not to exceed the number of days

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[6] *See* PSA (**Annex 1**), p.38.
[7] *See* PSA (**Annex 1**), Section 3.1.
[8] *See* PSA (**Annex 1**), Section 3.2.
[9] *See* PSA (**Annex 1**), Section 3.3.

for each year as set forth in Schedule 6, during which times, reduced or no deliveries shall be available to ILECO III, subject to ERC rules and regulations on reliability performance indices applicable for the Power Plant.[10]

SCHEDULE 6. OUTAGE ALLOWANCE

TVI shall have an Outage Allowance for each Contract Year not exceeding:

Scheduled Outages: ___0__ Days
Unscheduled Outages: ___0__ Days

30.4. ***Contract Capacity and Contract Energy***.[11]

Beginning on the Delivery Date and throughout the term of the PSA, TVI shall deliver the Contract Capacity to ILECO III at the Delivery Point, and ILECO III shall purchase and pay for the same in accordance with the table below:

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2027	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2
2028	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2
2029	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2
2030	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2
2031	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2
2032	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2
2033	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2
2034	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2
2035	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2
2036	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2
2037	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2
2038	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2
2039	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2
2040	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2
2041	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2	1.2

30.5. ***Monthly Payment, Indexation, and Adjustment***.[12]

Total Generation Charge = CRF_{CUFt} + $FOMF_{CUFt}$ + $VOMF_t$ + FC_t + E

[10] *See* PSA (**Annex 1**), Section 10.2.
[11] *See* PSA (**Annex 1**), Schedule 2.
[12] *See* PSA (**Annex 1**), Schedule 7.

A. Capital Recovery Fee (CRF)

The CRF_{CUFt} shall be calculated as the product of the Capital Recovery Rate ("CRR_{CUFt}"), in PhP/kWh, and the actual energy delivered from the Facility during the Billing Period or the equivalent associated energy based on the Monthly Minimum CUF, whichever is higher. The formula to calculate the CRF_{CUFt} shall be:

$$CRF_{CUFt} = CRR_{CUFt} \times max(AED_t, AE_t)$$

$$CRR_{CUFt} = \frac{CRR_{100\%CUF}}{CUF_t}$$

CRF_{CUFt}	Corresponding CRF_{CUFt} to calculate the Total Generation Charge, expressed in Php, for a Billing Period
CRR_{CUFt}	Component to calculate CRF_{CUFt}, expressed in Php/kWh
AE_t	Associated Energy, in kWh, based on the Minimum CUF for a Billing Period
AED_t	Actual Energy Delivered, in kWh, from the Facility during the Billing Period
$CRR_{100\%CUF}$	Corresponding CRR_{CUF} at 100% CUF, which is **Php 2.3717/kWh**. For reference, see Table 1 for CRR_{CUFt} from 65% to 100%.
CUF_t	Actual Capacity Utilization Factor for a Billing Period. The CUF shall be calculated in accordance with the formula below:
t	Billing period

*Table 1 is for reference only. The applicable CRR_{CUFt} for the Billing Period shall be calculated in accordance with the formula above.

Table 1: Capital Recovery Rate per Capacity Utilization

Capacity Utilization Factor, %	**CRR_{CUFt}, Php/kWh**
100%	2.3717
99%	2.3957
98%	2.4201
97%	2.4451
96%	2.4705
95%	2.4965
94%	2.5231
93%	2.5502
92%	2.5779
91%	2.6063
90%	2.6352
89%	2.6648

Capacity Utilization Factor, %	CRR_{CUF_t}, Php/kWh
88%	2.6951
87%	2.7261
86%	2.7578
85%	2.7902
84%	2.8235
83%	2.8575
82%	2.8923
81%	2.9280
80%	2.9646
79%	3.0022
78%	3.0406
77%	3.0801
76%	3.1207
75%	3.1623
74%	3.2050
73%	3.2489
72%	3.2940
71%	3.3404
70%	3.3881
69%	3.4372
68%	3.4878
67%	3.5399
66%	3.5935
65%	3.6488

$$CUF_t = \frac{Q_t}{CCt \times (H_T - H_O - H_{FM})}$$

Where:

CUF_t	Capacity Utilization Factor
Q_t	Energy delivered, expressed in kWh, during the Billing Period or the equivalent associated energy based on the Monthly Minimum CUF, whichever is higher.
CC_t	Contract Capacity, stated in kW, for the Billing Period as indicated in Schedule 2.
H_T	Total number of hours in the Billing Period
H_O	Total Equivalent Hours of actual Planned Outages and Unplanned Outages in the Billing Period. In this case, Zero (0) for each Billing Period, as the Seller has no Outage Allowance
H_{FM}	The Equivalent Hours of Force Majeure in the Billing Period

- The formula to calculate the H_{FM} shall be:

$$H_{FM} = \sum_{i=1}^{y} \quad (1 - \frac{Seller\ Actual\ BCQ\ Declared, due\ to\ force\ majeure}{Buyer\ Day\ Ahead\ Nomination})$$

Where:

y	Total number of Hours in a Billing Period
Seller Actual BCQ Declared, due to force majeure	The actual reconciled quantity of BCQ declared by the Seller to the Buyer for the relevant hour *i*, expressed in kW, which was affected by or reduced due to an event of force majeure for either the Buyer or the Seller, in accordance with the BCQ Nomination Protocol under the PSA.
Buyer Day-Ahead Nomination	The quantity of BCQ nominated by the Buyer for delivery for the relevant hour *i* in the Day-Ahead Nomination, expressed in kW, submitted in accordance with the BCQ Nomination Protocol under the PSA.

- Formula to calculate the Q_t:

$$Q_t = max(AE_t, TED_t)$$

$$AE = 65\% \times CC \times (H_T - H_O - H_{FM})$$

Where:

Q_t	As previously defined
AE_t	As previously defined
CC	As previously defined
H_T	As previously defined
H_O	As previously defined
H_{FM}	As previously defined
TED_t	Total Energy Delivered, which is Actual Energy Delivered from the Facility and replacement power energy, during the Billing Period in kWh

B. Fixed Operation and Maintenance Fee (FOMF)

The $FOMF_{CUFt}$ shall be calculated as the product of the Fixed Operation and Maintenance Rate ("$FOMR_{CUFt}$"), in PhP/kWh, and the actual energy delivered from the Facility during the Billing Period or the equivalent associated energy based on the Monthly Minimum CUF, whichever is higher.

The formula to calculate $FOMF_{CUFt}$ shall be:

$$FOMF_{CUFt} = FOMR_{CUFt} \times max(AED_t, AE_t)$$

$$FOMR_{CUFt} = \frac{FOMR_{100\%CUF}}{CUF_t}$$

Where:

$FOMF_{CUFt}$	Corresponding $FOMF_{CUFt}$ to calculate the Total Generation Charge, expressed in Php, for a Billing Period
$FOMR_{CUFt}$	Component to calculate $FOMF_{CUFt}$, expressed in Php/kWh
AE_t	As previously defined
AED_t	As previously defined
$FOMR_{100\%CUF}$	Corresponding FOMR at 100% CUF, which is **Php 0.6739/kWh**. For reference, see Table 2 for $FOMR_{CUFt}$ from 65% to 100%.
CUF_t	As previously defined
t	As previously defined

*Table 2 is for reference only. The applicable $FOMR_{CUFt}$ for the Billing Period shall be calculated in accordance with the formula above.

Table 2: Fixed Operations and Maintenance Rate per Capacity Utilization

Capacity Utilization Factor, %	**$FOMR_{CUFt}$, Php/kWh**
100%	0.6739
99%	0.6807
98%	0.6877
97%	0.6947
96%	0.7020
95%	0.7094
94%	0.7169
93%	0.7246
92%	0.7325
91%	0.7405
90%	0.7488
89%	0.7572
88%	0.7658
87%	0.7746
86%	0.7836
85%	0.7928
84%	0.8023
83%	0.8119
82%	0.8218
81%	0.8320

Capacity Utilization Factor, %	$FOMR_{CUFt}$, Php/kWh
80%	0.8424
79%	0.8530
78%	0.8640
77%	0.8752
76%	0.8867
75%	0.8985
74%	0.9107
73%	0.9232
72%	0.9360
71%	0.9492
70%	0.9627
69%	0.9767
68%	0.9910
67%	1.0058
66%	1.0211
65%	1.0368

C. Variable Operations Maintenance Fee ("VOMF")

The VOMF shall be calculated as the product of the Variable Operation and Maintenance Rate ("VOMR"), in PhP/kWh, and the actual energy delivered for the Billing Period.

$$\mathrm{VOMF_t}=\mathrm{VOMR_t}\times\mathrm{AED_t}$$

Where:

$VOMF_t$	Corresponding $VOMF_t$ to calculate the Total Generation Charge, expressed in Php, for a Billing Period
$VOMR_t$	Corresponding $VOMR_t$ at **Php 0.2895/kWh**
AED_t	As previously defined
t	As previously defined

D. Fuel Cost ("FC")

The FC shall be calculated as follows:

$$\mathrm{FC_t}=\left(\frac{FP_t\times FCR_t}{1000}\right)\ x\ AED_t$$

$$FP_t=(FCC+NFCC_{foreign})\ x\ FX_m+NFCC_{local}$$

Where:

FC_t	Corresponding FC to calculate the Total Generation Charge, expressed in PhP, for the Billing Period
FP_t	Applicable Fuel Price for a Billing Month, expressed in PhP/MT
FCC	Fuel Commodity Cost in USD/MT calculated using the formula below: $$64.0000 \times \left[100\% \times \left(\frac{NFI\ 1_{3m\ avg}}{NFI\ 1_o}\right)\right]$$
$NFI\ 1_{3m\ avg}$	the average value for the three (3) months preceding the Billing Period for which the Invoice is being prepared of the Indonesian Coal Index 4 (4200 GAR / 3800 NAR) as published by the Argus/Coalindo for Indonesian Coal Index Report, in USD/MT
$NFI\ 1_o$	Value of Indonesian Coal Index 4 (4200 GAR / 3800 NAR) for the month of May 2026, which is 64.0000, in USD/MT
$NFCC_{foreign}$	Weighted average of the actual **Freight and Service Fee** that the Seller needs to recover as part of its Non-Fuel Commodity Cost for the corresponding shipments used in the current Billing Period, in USD/MT. Demurrage costs arising from this Agreement shall be a pass-through cost subject to the following: (a) Any demurrage arising from the Seller's procurement of coal in excess of its requirements, including demurrage resulting from the use of a port or vessel as temporary storage for such excess coal, shall be solely for the account of the Seller and shall not be passed on to the Buyer; provided, however, that this limitation shall not apply where such excess procurement or the resulting demurrage is attributable (i) to a directive of a relevant government agency, regulatory authority, or market operator, such as the Department of Energy, the Energy Regulatory Commission, the System Operator, or the Independent Electricity Market Operator of the Philippines; or (ii) to comply with applicable laws, regulations, or mandatory fuel inventory requirements, in which case the resulting demurrage cost **or 4.75 USD/MT, whichever is lower** , shall be passed on to the Buyer, **net of despatch or other similar credits.** (b) Demurrage arising from the negligence or fault of the Seller shall be solely for the account of the Seller and shall not be passed on to the Buyer. (c) Demurrage costs arising from causes other than the Seller's excess procurement of coal, negligence, or fault, as stated above, shall be passed on to the Buyer and shall be

	the lower of **4.75 USD/MT** or the actual demurrage cost, **net of despatch or other similar credits.** (d) Any penalty, fine, surcharge, or similar charge imposed by the DOE or BOC arising from the failure to timely secure, submit, or comply with the requirements relating to the Certificate of Compliance for coal importation issued by the DOE shall be solely for the account of the Seller.
$NFCC_{local}$	Weighted average of the actual **Insurance, Stevedoring, Bureau of Customs (BOC) Charges, Draft Survey and Sampling Fee, and Analysis Fee** that the Seller needs to recover as part of its Non-Fuel Commodity Cost for the corresponding shipments used in the current Billing Period, in Php/MT. For the avoidance of doubt, the $NFCC_{local}$ shall also contain the applicable taxes related to the fuel cost, if any.
FX_m	the monthly average of the PHP/USD exchange rate, as published in the *Bangko Sentral ng Pilipinas website,* for the month (i.e., first until last day of the month) for which the invoice is being prepared.
AED_t	As previously defined
t	As previously defined

In the event that the index (a) becomes unavailable, (b) is replaced by a new benchmark rate as determined by the relevant authorized entity, its successor-in-interest, or (c) ceases to exist, the Parties shall agree to adopt a new price index.

The FP_t to be billed by Seller shall be the lower between:

1. The sum of the (i) resulting value using the Fuel Commodity Cost Formula and (ii) the Non-Fuel Commodity Cost; or

2. The actual Fuel Commodity Cost and Non-Fuel Commodity Cost as billed by the suppliers supported by actual invoices and other documents for the relevant Billing Period.

The Seller's Invoice shall include the relevant fuel supplier's invoice, certified by Seller, detailing the actual fuel cost incurred to produce the delivered energy to Buyer. If any index or indices are used, the Seller must provide the Buyer with a screen/snapshot of the relevant excerpt of the actual published price from the index provider for the applicable period. The Seller must also attach the monthly fuel inventory report submitted to the DOE.

Buyer reserves the right to refuse payment of the Fuel Cost if Seller fails to provide either the fuel supplier's invoice or the monthly inventory report referred to above.

$$FCR_t = FCR_{CUF1} + \frac{(FCR_{CUF2} - FCR_{CUF1})\, x\, (CUF_t - CUF_1)}{(CUF_2 - CUF_1)}$$

Where:

FCR_t	The computed Fuel Consumption Rate (FCR) or the actual plant FCR for the relevant Billing Period, whichever is lower, in kg/kWh. If Buyer fails to utilize the Contract Capacity at the Monthly Minimum CUF, Seller may apply the higher of its actual consumption rate or the consumption rate corresponding to the Minimum CUF for that Billing Period.
FCR_{CUF2}	Corresponding FCR for CUF_2 as set forth in the table below
FCR_{CUF1}	Corresponding FCR for CUF_1 as set forth in the table below
CUF_t	As previously defined
CUF_2	CUF increment of the nearest upper value, in %
CUF_1	CUF increment of the nearest lower value, in %
t	As previously defined

Capacity Utilization Factor (%)	FCR (kg/kWh)
100%	0.6341
99%	0.6344
98%	0.6347
97%	0.6351
96%	0.6354
95%	0.6357
94%	0.6360
93%	0.6363
92%	0.6366
91%	0.6368
90%	0.6371
89%	0.6374
88%	0.6377
87%	0.6380
86%	0.6383
85%	0.6385
84%	0.6388
83%	0.6391
82%	0.6393
81%	0.6396
80%	0.6399
79%	0.6401
78%	0.6404
77%	0.6406

Capacity Utilization Factor (%)	FCR (kg/kWh)
76%	0.6409
75%	0.6412
74%	0.6414
73%	0.6416
72%	0.6419
71%	0.6421
70%	0.6424
69%	0.6426
68%	0.6428
67%	0.6431
66%	0.6433
65%	0.6435

D. Value Added Tax (VAT) and other taxes chargeable to the Buyer if prevailing laws expressly allow its passing on by the Seller.

Except for VAT, which shall be a pass-through component of the price, all other taxes pursuant to Section 13.1 and government dues, the WESM market fees, and ER 1-94 (Benefits to Host Community) shall be to the account of the Seller.

Replacement Power Charge

If Seller provides Replacement Power, Seller shall attach to the Seller Invoice the computation showing both the actual rate of the Replacement Power and the generation rate based on the approved tariff for this Agreement.

In computing the actual rate of the Replacement Power, Seller shall declare whether the replacement energy was generated from a renewable energy source/s or from sources exempt from Value-Added Taxes and shall provide the invoice issued to it by the replacement power plant clearly showing the breakdown of the rate for the replacement energy delivered.

The generation rate based on this Agreement shall be computed as follows:

- The CRR_{CUFt}, $FOMR_{CUFt}$, and $VOMR_t$ shall be as previously defined above.

- Further, the Fuel Cost shall be calculated using a fuel rate based on the current FP_t and FX_m as calculated above and the Seller's Fuel Consumption Rate at the CUF level associated with the CRR_{CUFt} and $FOMR_{CUFt}$.

- In the event that the FP_t is unavailable due to the Facility being unable to utilize fuel and generate power, the fuel rate shall be based on the most recent 3-month average fuel cost, in PhP/kWh.

Thus, the Replacement Power cost shall be:

$$RP_t = [Min(RP_r, CP_r) x RE_t] + VAT_t, \text{ if applicable}$$

$$CP_r = [(CRR_{CUFt} + FOMR_{CUFt} + VOMR_t) + (\frac{FP_t \; x \; FCR_{CUFt} \; x \; FX_m}{1000})]$$

Where:

RP_t	Replacement Power cost for the Billing Period, in Php
RP_r	Actual rate of the Replacement Power exclusive of VAT, in PhP/kWh
CP_r	Generation rate based on this Agreement exclusive of VAT, in PhP/kWh.
RE_t	Replacement Power Energy supplied by the Seller to the Buyer for the Billing Period, in kWh
CRR_{CUFt}	As previously defined
$FOMR_{CUFt}$	As previously defined
$VOMR_t$	As previously defined
FP_t	As previously defined or the average fuel cost for the past three (3) Billing Periods in PhP/kWh, whichever is applicable
FCR_{CUFt}	As previously defined
FX_m	As previously defined
VAT_t	Applicable VAT for the Replacement Power Cost for the Billing Period, if any.
t	As previously defined

ILECO III's Rate Impact Analysis

31. The estimated rate impact on ILECO III's overall generation rate with and without the additional supply from TVI is as follows:

Generation Rate Impact (inclusive of VAT) of TVI PSA	
Generation rate without TVI	PhP9.4131/kWh
Generation rate with TVI	PhP8.8234/kWh
Rate Impact	PhP(0.5897)/kWh

A copy of ILECO III's Rate Impact Analysis is attached as **Annex 5C**.

32. In addition to the rate impact analysis, Joint Applicants wish to emphasize that the conduct of CSP was mandated to ensure the provision of least cost supply to consumers.

33. In the case of *Alyansa Para sa Bagong Pilipinas, Inc. vs. Energy Regulatory Commission, et. al.*[13] ("*Alyansa Case*"), the Supreme Court held that the competitive public bidding is the most efficient, transparent, and effective guarantee that there will be no price gouging by distribution utilities, thus:

> As part of its regulation of this monopoly, the State requires distribution utilities to subject to **competitive public bidding** their purchases of electricity from power generating companies. Competitive public bidding is **essential** since the power cost purchased by distribution utilities is entirely passed on to consumers, along with their operating expenses of distribution utilities. **Competitive public bidding is the most efficient, transparent, and effective guarantee that there will be no price gouging by distribution utilities.**[14]

34. In the same *Alyansa Case*, the Supreme Court pronounced that **the purpose of the CSP is to ensure transparency and competition in the procurement of power supply by distribution utilities (DUs) so as to provide the least-cost electricity to the consuming public**, *to wit*:

> The 2015 DOE Circular recognized that under the EPIRA, the DOE has the mandate to **"formulate such rules and regulations as may be necessary to implement the objective of the EPIRA**," where the State policy is to "**[p]rotect the public interest as it is affected by the rates and services of electric utilities and other providers of electric power.**" The 2015 DOE Circular reiterated the EPIRA's mandate that "all Distribution Utilities (DUs) shall have the obligation to supply electricity **in the least-cost manner to their Captive Market,** subject to the collection of retail rate duly approved by the [ERC]."
>
> The 2015 DOE Circular mandated that DUs, including electric cooperatives, obtain their PSAs through CSP. Section 1 of the 2015 DOE Circular state the principles behind CSP:

---

[13] G.R. No. 227670, Decision dated 3 May 2019.

[14] Emphasis retained.

> Section 1. General Principles. Consistent with its mandate, the DOE recognizes that Competitive Selection Process (CSP) in the procurement of PSAs by the DUs ensures security and certainty of electricity prices of electric power to end-users in the long-term. **Towards this end, all CSPs undertaken by the DUs shall be guided by the following principles:**
>
> **(a) Increase the transparency needed in the procurement process to reduce risks;**
>
> **(b) Promote and instill competition in the procurement and supply of electric power to all end-users;**
>
> **(c) Ascertain least-cost outcomes that are unlikely to be challenged in the future as the political and institutional scenarios should change; and**
>
> **(d) Protect the interest of the general public.** (Boldfacing added)

> In sum, the raison d'etre of CSP is to ensure transparency and competition in the procurement of power supply by DUs so as to provide the least-cost electricity to the consuming public.[15]

35. Considering that the subject PSA was a result of the conduct of a CSP facilitated by the NEA, pursuant to the prevailing CSP Rules and the *Alyansa Case*, it follows that the rates in the subject PSA and the other provisions contained therein already assure that ILECO III and its customers will be provided with reliable, secure, and quality supply of power in the least-cost manner. Thus, the rates in the subject PSA should be implemented, as is, based on the subject PSA itself.

36. Since the rates provided in the subject PSA are the result of a valid CSP, Applicants respectfully submit that the rates in the subject PSA should be approved by the Honorable Commission, as is and without any adjustments, because such rates will ultimately redound to the benefit of ILECO III's Member-Consumer-Owners ("***MCOs***").

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[15] Underscoring supplied.

37. In support of this Joint Application, copies of the following documents are attached as annexes:

Description of Document	Annex
The PSA	**1**
TVI's *Amended AOI*	**2**
TVI's *Amended By-Laws*	**2A**
TVI's *General Information Sheet for 2025*	**2B**
ILECO III's *Certificate of Registration and Franchise*	**2C**
ILECO III's *Supply-Demand Scenario*	**3**
ILECO III's DDP	**3A**
ILECO III's PSPP	**3B**
TOR vs. PSA Provision Matrix	**4**
TVI's *Bid Form**	**5**
TVI's *Certification of Non-Applicability*	**5A**
Sample Bill	**5B**
ILECO III's *Rate Impact Analysis*	**5C**
TVI's *Provisional Authority to Operate*	**6**
TVI's *WESM Certification*	**7**
ILECO III's *WESM Registration*	**7A**
TVI's latest *Audited Financial Statement*	**8**
TVI's *Verified Certification showing list of Board of Directors*	**9**
ILECO III's *Estimation of potential reduction*	**11**
TVI's *Certificate of Registration* issued by the Board of Investments	**12**
TVI's *Environmental Compliance Certificate* issued by the Department of Environment and Natural Resources	**13**
TVI's *Certificate of Endorsement* from the DOE	**14**
TVI's *Transmission Services Agreement*	**18**
TVI's *Metering Service Agreement*	**18A**
TVI's *Connection Agreement*	**18B**
TVI's *Coal Supply Agreement**	**20**
TVI's *Coal Procurement Plan**	**20A**
TVI's *Sworn Statement Re: TVI's Explanation on Coal Procurement Process**	**21**
Brief Description of the CSP Conducted	**H**
Proof of BAC establishment	**I**
CSP Observers	**J**
ITB	**K**
Certificate of Conformity from the NEA	**L**
Publication of the ITB	**M**
Posting of the ITB	**N**
Instructions to Bidders	**O**
TOR	**P**
Pre-bid Conference	**Q and Series**
Eligibility Requirements	**R and Series**
Submission of Bids	**S and Series**

Description of Document	Annex
Evaluation of Bids	**T and Series**
Award of Contract	**U and Series**
Execution of Contract	**V-Series**
Affidavit to Support Provisional Approval or Interim Relief	**X**

* *Subject of the Motion for Confidential Treatment of Information.*

ALLEGATIONS IN SUPPORT OF THE PRAYER FOR PA OR IR

38. Under Rule 14, Section 1 of the ERC Rules, this Honorable Commission is authorized to issue a PA or IR before rendering a final decision, provided that the circumstances and allegations presented warrant the issuance of such remedy.

39. As mentioned above, ILECO III currently has a 11 MW deficit in its supply portfolio and the deficit is only expected to increase in the coming years. In fact, even if the PSAs with TVI, MPI, PCPC, and EDC are implemented, the deficit may reach as high as 66.30 MW during the PSA's term.[16] Thus, if the PSAs will not be implemented, ILECO III will be constrained to purchase the contracted capacity under the PSA from the WESM.

40. As shown in its PSPP, the available supply is generally below the peak demand, resulting in ILECO III being currently under contracted by 11.53MW.[17] Hence, ILECO III requires additional baseload supply to meet the demands of its MCOs.

41. If the PSA with TVI is not implemented, the forecasted amount that ILECO III will have to pay if it will source power from the WESM is PhP 77,872,840.39, thereby denying ILECO III's member-consumers the opportunity to enjoy its advantageous and beneficial effect of a rate reduction of **PhP0.5897/kWh**. Thus, the issuance of the PA or IR will facilitate the prompt implementation of the PSA pending the final determination of this Honorable

[16] *See* Supply-Demand Scenario (**Annex 3**).
[17] *See* PSPP (**Annex 3B**)

Commission, while effectively providing its MCOs with stable, reliable, and secure power supply in the least cost manner.

42. Considering the foregoing, the Applicants respectfully pray that this Honorable Commission issues a PA or IR to allow the immediate implementation of the PSA, pending final evaluation, that ILECO III's MCOs may be insulated from the volatility of the prices in the WESM and enjoy all other benefits arising from the PSA.

ALLEGATIONS IN SUPPORT OF THE PRAYER FOR CONFIDENTIAL TREATMENT OF INFORMATION

43. Section 1, Rule 4 of the ERC Rules provides that a party to any proceeding before this Honorable Commission may request that documents and/or information in this Honorable Commission's possession be treated as confidential and not be disclosed.

44. TVI respectfully requests that the information contained in TVI's Bid Form (**Annex 5**), Coal Supply Agreement (**Annex 20**), Coal Procurement Plant (**Annex 20A**), and Sworn Statement Re: TVI's Explanation on Coal Procurement Process (**Annex 21**) (collectively, the "***Confidential Documents***") be treated as confidential information pursuant to Rule 4 of the ERC Rules and not be disclosed to any persons other than the officers and staff of this Honorable Commission.

45. According to this Honorable Commission's *Matrix of Confidential and Non-Confidential Information* dated October 16, 2024 (the "***Matrix***"), documents which contain *computation and calculation for rate determination/cost components*,[18] and those which reflect *business/management strategy*[19] warrants confidential treatment because these documents contain proprietary value which constitute trade secrets.

46. **Annex 5** (TVI's Bid Form) contains its financial proposal, including the computation and calculation for rate determination/cost components and other relevant

[18] *See* Matrix, (A)(5).
[19] *See* Matrix, (A)(7).

parameters which were considered in arriving at TVI's bid. This document should not be disclosed to any other party or third person because the information contained therein is confidential and proprietary to TVI. TVI has an actual and valuable proprietary interest in protecting the information contained in this document, which is not available to the public. The information in TVI's Bid Form forms part of TVI's competitive advantage in the power generation industry with an economic value (actual or potential) derived from not being generally known to, and not being readily ascertainable by, other persons, such as TVI's competitors, who can obtain economic value from the disclosure of the information to the detriment of TVI.

47. In addition, *(a)* **Annex 20** (TVI's Coal Supply Agreement) is TVI's contract with its fuel supplier containing the terms, including the rate, at which TVI purchases or procures fuel for the Power Plant; *(b)* **Annex 20-A** (TVI's Coal Procurement Plan) contains TVI's business strategies in relation to the procurement of coal; and *(c)* Annex **21** (TVI's Sworn Statement on its procurement process) is an affidavit containing further information on TVI's coal procurement strategies. TVI respectfully submits that all the Confidential Documents warrant confidential treatment because they contain information that is considered trade secrets.

48. The Confidential Documents contain information and data involving TVI's rate calculations and financial model, as well as how these are derived, which, if disclosed to the public, might adversely affect TVI's competitiveness in future projects. Furthermore, the information contained in these documents are in the possession of this Honorable Commission only on a confidential basis and has not been declared as non-confidential in nature in any previous decision or policies by the Commission. TVI respectfully submits that the information in the Confidential Documents is not generally available to the public, proprietary, privileged, and confidential in nature, and should be protected as trade secrets.

49. In *Air Philippines Corporation vs. Pennswell, Inc.*,[20] the Supreme Court held that:

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[20] G.R. No. 172835, December 13, 2007.

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 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.** The inventor, discoverer, or possessor of a trade secret or similar innovation has rights therein which may be treated as property, and ordinarily an injunction will be granted to prevent the disclosure of the trade secret by one who obtained the information "in confidence" or through a "confidential relationship." American jurisprudence has utilized the following factors to determine if an information is a trade secret, to wit:

> (1) the extent to which the information is known outside of the employer's business;
>
> (2) the extent to which the information is known by employees and others involved in the business;
>
> (3) the extent of measures taken by the employer to guard the secrecy of the information;
>
> (4) the value of the information to the employer and to competitors;
>
> (5) the amount of effort or money expended by the company in developing the information; and
>
> (6) the extent to which the information could be easily or readily obtained through an independent source.[21]

50. In the *Decision* in ERC Case No. 2015-111 RC dated May 30, 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),* this Honorable Commission categorically stated that formulas and pricing structures of a generation company must be treated as confidential and may not be publicly disclosed, thus:

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[21] *Emphasis and underscoring supplied*.

> In the case of PNOC RC, the documents sought to be protected from disclosure contains 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**.[22]

51. Thus, this Honorable Commission has recognized the importance of maintaining pricing structures as confidential to ensure the competitiveness of the generation sector. Such information, which falls within the definition of a trade secret as defined by jurisprudence, is clearly information that merits the confidential treatment provided for under Rule 4 of the ERC Rules.

52. Furthermore, TVI's Confidential Documents are all covered by the Matrix, as explained below.

52.1. **Annex 20** (TVI's Coal Supply Agreement) is covered by Part A(1) of the Matrix, which states that "*contracts and agreements with third parties not privy to the case*" are private documents, which should not be disclosed.

52.2. **Annexes 20-A and 21** (TVI's Coal Procurement Plan and Sworn Statement) are covered by Part A(7) of the Matrix because these documents reflect TVI's management or business strategy, specifically with respect to the procurement of fuel. The Matrix categorically provides that such documents have "*proprietary value that constitutes trade secrets*."[23]

53. The interest of the consuming public is sufficiently protected by the review and evaluation of the rates under the PSA by this Honorable Commission, without the need to

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[22] *Emphasis supplied.*
[23] Matrix, Part A(7).

disclose the contents of Confidential Documents. The reasonableness and transparency of the prices of electricity is to be assured by the Honorable Commission through its own review and verification of TVI's operating costs and expenses.

54. As discussed above, if the Confidential Documents and the information contained therein are leaked to TVI's competitors, they will gain undue advantage and could use such information and documents in their operations. Furthermore, the negotiating power of TVI with parties they plan to contract with or with whom they are currently doing business, will be impeded if they will be compelled to disclose such information.

55. Accordingly, one (1) copy each of the Confidential Documents is placed in a sealed envelope, with the said envelope and each page of the documents stamped with the word "*Confidential*."

PRAYER

WHEREFORE, the Applicants respectfully pray that this Honorable Commission:

a. After an initial review of this Application and pending trial on the merits, ISSUE an Order granting the Applicants PA or IR to implement the PSA, pending the issuance of a final decision on the merits.

b. After due proceedings, ISSUE a Decision GRANTING this Application and APPROVING the PSA, including all the rates, fees, charges, and tariff adjustment mechanisms set out therein at the rates provided in the PSA, and authorizing ILECO III to charge and collect the fees therein from its customers reckoned from the start of power supply by TVI to ILECO III under the PSA.

c. ISSUE an Order –

i. GRANTING the Motion for Confidential Treatment of Information and DECLARING as confidential the information contained in the Confidential Documents (**Annexes 5**, **20**, **20-A**, and **21**);

ii. DIRECTING the NON-DISCLOSURE of the Confidential Documents to persons other than the officers and staff of this Honorable Commission;

iii. continuously PROTECTING the information contained in the Confidential Documents from public disclosure by maintaining the same separate and apart from the records of the case; and

iv. ensuring that the Confidential Documents, and the information in them are NOT DIVULGED to unauthorized persons.

Other just and equitable reliefs are likewise prayed for.

Pasig City and Quezon City for Pasig City, September 24, 2026.

[Signature Pages Follow]

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IBP Member No. 589395, 06 January 2026, RSM Chapter
MCLE Compliance No. VIII–0027697, Until 14 April 2028

VERIFICATION AND CERTIFICATION OF NON-FORUM SHOPPING

I, **LAWRENCE CUA**, of legal age, Filipino and with office address at 12F Ayala Triangle Gardens Tower 2, Paseo de Roxas cor. Makati Ave., Makati City after having been duly sworn in accordance with law, hereby depose and state that:

1. I am the authorized representative of **THERMA VISAYAS, INC. (TVI)**, Co-Applicant in the above-captioned case, per attached Secretary's Certificate;

2. I caused the preparation and filing of this *Joint Application (with Prayer for Provisional Authority or Interim Relief and Motion for Confidential Treatment of Information) ("Joint Application")* and have read the contents thereof, and, based on my own personal knowledge, belief and on authentic records of TVI, all the allegations contained therein on the part of TVI are true and correct. Furthermore, 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 have evidentiary support after a reasonable opportunity for discovery.

3. TVI has not commenced any other action or proceeding involving the same issue/s in the Supreme Court, the Court of Appeals or any court, tribunal, or quasi-judicial agency and, to the best of my knowledge, no such other action or claim is pending therein; and

4. Should I hereinafter learn that the same or a similar action or claim has been filed or is pending in the Supreme Court, the Court of Appeals or any court, tribunal, or quasi-judicial agency, I shall report said fact within five (5) days from discovery thereof to this Honorable Commission.

IN WITNESS WHEREOF, I have hereunto set my hand this 24 SEP 2026 at **Makati City**.

LAWRENCE CUA
Affiant

SUBSCRIBED AND SWORN to before me this 24 SEP 2026 in **Makati City**. Affiant exhibited to me his **Driver's License ID No. N04-95-339651 valid until 2034/06/17**.

Doc. No. 123;
Page No. 24;
Book No. I;
Series of 2026.

ATTY. MARIAN L. GERONIMO
ROLL NO. 81679
NOTARY PUBLIC
MAKATI CITY, PHILIPPINES

ATTY. MARIAN L. GERONIMO
Notary Public for Makati City
Notarial Commission No: M-495 (2026-2027)
Until December 31, 2027
11F & 12F Ayala Triangle Gardens Tower 2, Paseo De Roxas corner Makati Avenue, Makati City
Roll No: 81679, Admitted to the Bar 24 May 2022
PTR No: MKT 10766493, 07 January 2026, Makati City
IBP No: 578617, 31 December 2025, Makati Chapter

VERIFICATION AND CERTIFICATION
OF NON-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 in accordance with law, do hereby depose and state that:

1. I am the General Manager and authorized representative of **ILECO III**, applicant in this ***Joint Application***, as evidenced by the attached **Board Resolution No. 189, Series of 2026;**

2. I have caused the preparation of the instant ***Joint Application*** and read the contents thereof, and I attest to the authenticity and veracity of all the documents attached herein as based on existing and authentic records of **ILECO III**;

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. I also attest that the factual allegations in the ***Joint Application*** have evidentiary support, or, if specifically so identified, will likewise have evidentiary support after a reasonable opportunity for discovery;

5. I further attest that I have not commenced or filed any claim involving the same issues herein with any other Court, Tribunal or Quasi-Judicial Agency or I am not aware of any such other case or claim pending before any other court, tribunal or quasi-judicial agency; and

6. Should I hereinafter learn that the same or a similar action or claim has been filed or is pending in the Supreme Court, the Court of Appeals or any court, tribunal, or quasi-judicial agency, I shall report said fact within five (5) days from discovery thereof to this Honorable Commission.

ATTY. JAMES G. BALSOMO II
Declarant

SUBSCRIBED AND SWORN to before me this day of 24 SEP 2026 in Municipality of Sara. Declarant exhibited to me his Driver's License No. F12-03-001596 valid until 13 July 2033. Said ID bears his picture and signature.

NOTARY PUBLIC

Doc. No. 315;
Page No. 64;
Book No. III;
Series of 2026.

ATTY. DONNA MAE B. FERNANDEZ
NOTARY PUBLIC
For and in the Province of Iloilo
Notarial Commission Reg. No. 2026-009 until Dec. 31, 2027
Roll of Attorneys No. 80424
PTR/IP No. 5832795/Jan. 28, 2026 at Sara, Iloilo
IBP SI No. INV 565879/ Dec. 15 2025 at Pasig City
MCLE Compliance No. VIII-0038553 valid until April 14, 2028
DM FERNANDEZ LAW, Poblacion Ilawod, Sara, Iloilo