ANNEX "A"

Republic of the Philippines
ENERGY REGULATORY COMMISSION
Pasig City

IN THE MATTER OF THE JOINT APPLICATION FOR THE APPROVAL OF THE POWER SUPPLY AGREEMENT (PSA) BETWEEN ILOILO III ELECTRIC COOPERATIVE, INC. AND MALITA POWER INC., WITH MOTION FOR CONFIDENTIAL TREATMENT OF INFORMATION AND MOTION FOR PROVISIONAL AUTHORITY OR INTERIM RELIEF,

ERC Case No. 2026-201 RC

November 11, 2026

ILOILO III ELECTRIC COOPERATIVE, INC. (ILECO III) AND MALITA POWER INC. (MPI),
Applicants.
x- x

JOINT APPLICATION

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

Applicants, **ILOILO III ELECTRIC COOPERATIVE, INC. (ILECO III)** and **MALITA POWER INC. (MPI)**, 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 duly authorized to engage 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. MPI 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, 1604 Metro Manila.

4. 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

5. The instant *Joint Application* for approval of the *Power Supply Agreement* entered into by and between the Applicants dated 09 September 2026 (the PSA) is being submitted to the Honorable Commission for its review and approval pursuant to Rule 20(B) of the Energy Regulatory Commission (ERC) Resolution No. 01, Series of 2021 (ERC RRPP), and Article VII of the Honorable Commission's Resolution No. 07, Series of 2026 (ERC 2026 Procurement Guidelines).

6. The subject PSA was procured through a Joint Competitive Selection Process (CSP) conducted by the National Electrification Administration (NEA), in accordance with Article 13.1 of the NEA Memorandum No. 2023-057 (NEA 2023 CSP Memorandum), consistent with the Department of Energy (DOE) Circular No. DC2023-06-0021, as amended by DOE Circular No. DC2025-10-0022 (DOE CSP Policy, as amended), whereby NEA is allowed to undertake the CSP on behalf of the Electric Cooperative (EC) in case the latter requests the NEA's assistance or is unable to complete its CSP one (1) year before the scheduled date as indicated in the EC's Power Supply Procurement Plan (PSPP).

STATEMENT OF FACTS

7. The NEA issued *Office Order No. 2026-043* dated 03 February 2026, creating a Special Bids and Awards Committee (the

"NEA-SBAC") to conduct the Joint CSP for the procurement of baseload power supply for the aggregation of the on-grid ECs in Luzon and Visayas that had not yet commenced their respective CSPs within one (1) year before the expiration of their current and subsisting PSAs or projected increase in demand based on their latest and posted PSPPs. The Joint CSP was conducted for and on behalf of twenty-nine (29) ECs, consisting of nineteen (19) ECs in Luzon and ten (10) ECs in the Visayas (collectively, the "Member ECs"). Applicant ILECO III is one of the Member ECs covered by Lot 2 of the Joint CSP.

8. On 15 April 2026, the NEA issued *Certificate of Conformity No. NEA-RAO-COC-2026-02*, certifying that, for each Member EC, the contract quantity and cooperation period covered by the Joint CSP were consistent with its latest posted Power Supply Procurement Plan ("PSPP") for each Member EC.

9. A CSP Report prepared by the NEA-SBAC is attached to the Joint Application. A summary of the key dates and events of the Joint CSP is provided below:

9.1. On 21 and 28 April 2026, the Invitation to Bid and Terms of Reference for the Joint CSP were duly published in The Manila Times newspaper. The NEA-SBAC and the Member ECs likewise caused the posting of the Invitation to Bid and Terms of Reference on the DOE CSP e-based portal, the NEA website, and the Member ECs' respective official websites or social media accounts.

9.2. The Bidding Documents were issued to the following entities that expressed interest in participating in the Joint CSP:

- For Lot 1, these were GNPower Dinginin Ltd. Co. ("GNPD"), GNPower Mariveles Energy Center Ltd. Co. ("GMEC"), Mariveles Power Generation Corporation ("MPGC"), Panay Energy Development Corporation ("PEDC"), Sual Power Inc. ("SPI"), and Therma Luzon, Inc. ("TLI").

- For Lot 2, these were Cebu Energy Development Corporation ("CEDC"), Energy Development Corporation ("EDC"), FDC Misamis Power Corporation ("FDC Misamis"), GN Power Kauswagan, Ltd. Co. ("GNPK"), Malita Power, Inc. ("MPI"), Palm Concepcion Power Corporation ("PCPC"),

PEDC, Therma South, Inc. ("TSI"), Therma Visayas, Inc. ("TVI"), and Toledo Power Co. ("TPC").

9.3. On 14 May 2026, the Pre-Bid Conference for the Joint CSP was held at the Honesty, Efficiency and Solidarity Auditorium, 2nd Floor, NEA Building, 57 NIA Road, Government Center, Diliman, Quezon City. The Pre-Bid Conference was attended by the NEA-SBAC, NEA-SBAC Technical Working Group ("NEA-SBAC TWG"), NEA-SBAC Secretariat, DOE CSP Observers, and the prospective bidders. Other invited CSP Observers were unable to attend. The Pre-Bid Conference was conducted to clarify the provisions, requirements, and terms and conditions of the Transaction Documents, as well as matters raised by the prospective bidders.

9.4. The following Bid Bulletins ("BB") were issued by the NEA-SBAC throughout the Joint CSP process:

- Bid Bulletin No. 01, issued on 25 May 2026, announcing the revised schedule of succeeding bidding activities for the Joint CSP;
- Bid Bulletin No. 02, issued on 29 May 2026, providing official responses to questions raised by prospective bidders, and the issuance of Revised Transaction Documents;
- Bid Bulletin No. 03, issued on 17 June 2026, providing official responses to questions and issues raised by prospective bidders regarding the Revised Transaction Documents, and the issuance of Final Transaction Documents;
- Bid Bulletin No. 04, issued on 25 June 2026, providing clarifications and corrections to the Final Bidding Procedures and related transaction documents; and
- Bid Bulletin No. 05, issued on 12 August 2026, announcing the revised schedule for the issuance of the Notice of Award to Winning Bidders and the signing of the Power Supply Agreements.

9.5. On 10 July 2026, the submission, opening, and evaluation of bids for the Joint CSP were conducted at Ardenhills Suites and Hotel, No. 1 Scout Albano Avenue, Barangay South Triangle, Quezon City.

For Lot 1, SPI, MPGC, and TLI timely submitted their bids, while GNPD, GMEC, and PEDC withdrew from the Joint CSP.

For Lot 2, MPI, PCPC, TVI, EDC, CEDC, and PEDC timely submitted their bids, while FDC Misamis, GNPK, TSI, and TPC withdrew from the Joint CSP.

9.6. The bids were evaluated in accordance with the parameters under the Final Transaction Documents issued by the NEA-SBAC. For Lot 1, SPI, MPGC, and TLI passed the preliminary evaluation, with SPI and TLI submitting the Lowest Calculated Bids, each covering fifty percent (50%) of the aggregated contract capacity. For Lot 2, MPI, PCPC, TVI, and EDC passed the preliminary evaluation and submitted the Lowest Calculated Bids, with MPI, PCPC, and EDC each covering twenty percent (20%), and TVI forty percent (40%), of the aggregated contract capacity.

For Lot 2, CEDC and PEDC were declared non-compliant with the Technical Proposal requirements and consequently disqualified from further participation in Lot 2 of the Joint CSP.

9.7. Accordingly, SPI and TLI for Lot 1, and MPI, PCPC, TVI, and EDC for Lot 2, proceeded to post-qualification. Upon completion thereof, the NEA-SBAC TWG confirmed that their respective legal, technical, and financial documents were genuine, valid, and accurate, and recommended that they be declared the Lowest Calculated and Responsive Bidders for their respective Lots.

9.8. On 17 August 2026, the NEA-SBAC issued Resolution No. 13, Series of 2026, declaring SPI and TLI as the Lowest Calculated and Responsive Bidders for Lot 1, each for fifty percent (50%) of the aggregated contract capacity, and MPI, PCPC, TVI, and EDC as the Lowest Calculated and Responsive Bidders for Lot 2, for twenty percent (20%), twenty percent (20%), forty percent (40%), and twenty percent (20%), respectively.

9.9. On 18 August 2026, the corresponding Notices of Award were issued in favor of SPI and TLI for Lot 1, and MPI, PCPC, TVI, and EDC for Lot 2. The Notices of Award were acknowledged and accepted by TLI and TVI on 20 August 2026, MPI on 24 August 2026, and SPI, PCPC, and EDC on 25 August 2026.

9.10. From 24 August 2026 to 04 September 2026, the Joint Body representatives of the Member ECs negotiated and finalized the PSAs with the winning bidders. On 04 September 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.

9.11. On 08 September 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.

10. On 09 September 2026, the PSA between ILECO III and MPI, resulting from the above-detailed Joint CSP conducted by the NEA, was executed.

11. 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.

12. Notably, the subject PSA between ILECO III and MPI was the result of a Joint CSP conducted by the NEA itself, the final form of which was subjected to a separate and independent review by the NEA. Thus, the subject PSA, including its terms and conditions, may be considered to have been reviewed and determined to be consistent with the applicable policies, rules, and requirements of the DOE, the NEA, and the Honorable Commission.

13. Notwithstanding the foregoing, the subject PSA may not be implemented without the prior approval of this Honorable Commission. Hence, this instant *Joint Application*.

SALIENT TERMS OF THE PSA

14. The subject PSA between ILECO III and MPI contains the following salient features:

14.1. **Contract Term.** Under Section 3.1, the Agreement 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 this Agreement and upon approval by the ERC.

14.2. **Delivery Date.** Under Section 3.3, the Seller shall commence delivery of the Contract Capacity provided in **SCHEDULE 2** to Buyer on Delivery Date. The Delivery Date shall be the later of either:

a. **26 December 2026;** or

b. The next immediate 26th day of the month following the ERC's issuance of a Provisional Authority or Interim Relief, as applicable, or Final Authority to implement the Agreement, if neither Provisional Authority nor Interim Relief was issued.

14.3. **Contract Capacity.** The Contact Capacity is detailed in **Schedule 2** of the PSA, as follows:

SCHEDULE 2. CONTRACT CAPACITY

TABLE I
(in MW)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2027	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6
2028	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6
2029	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6
2030	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6
2031	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6
2032	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6
2033	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6
2034	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6
2035	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6
2036	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6
2037	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6
2038	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6
2039	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6
2040	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6
2041	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6	0.6

14.4. **Allowed Outages.** Under Section 10.1-10.2 and Schedule 6, the seller is allowed the following outages:

Scheduled Outages. Every October of each year during the Term of this Agreement, the Seller shall inform the Buyer of its Scheduled Outages for the succeeding year as approved by the System Operator and the DOE. ensuring that these are aligned

with the most recent DOE-approved Grid Operating and Maintenance Program.

Seller shall not request from the System Operator or the DOE any plant-level Scheduled Outage or Preventive Maintenance Schedule for any of its Facility's units during the months of April, May, or June. Any such request shall constitute an Event of Default under Section 17.1.2 of this Agreement. However, if the plant-level Scheduled Outage or Preventive Maintenance Schedule during the months of April, May, or June is directed or required by the System Operator or the DOE, the same shall be allowed and shall not constitute an Event of Default.

Seller's Outage Allowance. Seller is allowed a Scheduled Outage Allowance and Unscheduled Outage Allowance (taken together, the "Outage Allowance") not to exceed the number Of Days for each Year as set forth in **SCHEDULE 6,** during which times, reduced or no deliveries shall be available to Buyer, subject to ERC rules and regulations on reliability performance indices applicable for the Facility.

SCHEDULE 6. OUTAGE ALLOWANCE

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

Scheduled Outages:	zero (0) Days
Unscheduled Outages:	zero (0) Days

14.5. **Replacement Power.** Section 10.3 provides for replacement power as follows:

The procurement of any Replacement Power shall be the responsibility of Seller, provided that the rates to be paid by Buyer for the procurement of Replacement Power shall be the lower between:

i. the actual rate of the Replacement Power; or
ii. the generation rate based on the approved tariff for this Agreement.

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.

If the Seller is able to supply only a portion of the Contract Capacity, contrary to its committed capacities under this Agreement, the Seller shall procure and provide Replacement Power for the deficient capacity at the generation rate equivalent to the Provisional or Final Approved Generation Rate, or the actual rate of the Replacement Power, whichever is lower.

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.

14.6. **Monthly Payment, Indexation and Adjustment.** Schedule 7 of the PSA provides for the following:

SCHEDULE 7. MONTHLY PAYMENT, INDEXATION AND ADJUSTMENT

Total Generation Charge

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

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 during the Billing Period or the equivalent Associated Energy based on the 65% Monthly Minimum CUF, whichever is higher. The formula to calculate the CRF_{CUFt} shall be:

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

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

Where:

CRF_{CUFt}	Corresponding CRF_{CUF} to calculate the Total Generation Charge, expressed in PhP, for the Billing Period

CRR_{CUFt}	Rate Component to calculate CRF_{CUFt}, expressed in PhP/kWh, for the Billing Period
AE_t	Associated Energy based on the 65% Monthly Minimum CUF in kWh for the Billing Period
AED_t	Actual Energy Delivered from the Facility during the Billing Period in kWh
$CRR_{100\%CUF}$	Corresponding CRR at 100% CUF, which is **PhP2.2500/kWh** For reference, the CRR_{CUF} from 65% to 100% is presented below.
CUF_t	Actual CUF for the Billing Period. The CUF shall be calculated in accordance with the formula below.
t	Billing Period

CUF	CRR Php/kWh
100%	2.2500
99%	2.2727
98%	2.2959
97%	2.3196
96%	2.3438
95%	2.3684
94%	2.3936
93%	2.4194
92%	2.4457
91%	2.4725
90%	2.5000
89%	2.5281
88%	2.5568
87%	2.5862
86%	2.6163
85%	2.6471
84%	2.6786
83%	2.7108
82%	2.7439
81%	2.7778
80%	2.8125
79%	2.8481
78%	2.8846
77%	2.9221
76%	2.9605
75%	3.0000
74%	3.0405
73%	3.0822
72%	3.1250
71%	3.1690
70%	3.2143
69%	3.2609

68%	3.3088
67%	3.3582
66%	3.4091
65%	3.4615

- The CUF_t shall be calculated in accordance with the formula below:

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

Where:

CUF_t	As previously defined
Q_t	Energy delivered during the Billing Period or the equivalent associated energy based on the Monthly Minimum CUF, whichever is higher
CC_t	Contract Capacity for the Billing Period in kW, as indicated in Schedule 2
H_T	Total number of hours in the Billing Period
H_O	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
t	As previously defined

- Formula to calculate the Q_t and AE_t for any billing period shall be:

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

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

Where:

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

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

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

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

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 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:

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

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

Where:

$FOMF_{CUFt}$	Corresponding $FOMF_{CUF}$ to calculate the Total Generation Charge, expressed in PhP, for the Billing Period
$FOMR_{CUFt}$	Rate Component to calculate $FOMF_{CUFt}$, expressed in PhP/kWh, for the Billing Period.
AE_t	As previously defined
AED_t	As previously defined
$FOMR_{100\%CUF}$	Corresponding FOMR at 100% CUF, which is **PhP0.4500/kWh**. For reference, the $FOMR_{CUF}$ from 65% to 100% is presented below.

CUF	FOMR LOCAL Php/kWh
100%	0.4500
99%	0.4545
98%	0.4592
97%	0.4639
96%	0.4688
95%	0.4737
94%	0.4787

93%	0.4839
92%	0.4891
91%	0.4945
90%	0.5000
89%	0.5056
88%	0.5114
87%	0.5172
86%	0.5233
85%	0.5294
84%	0.5357
83%	0.5422
82%	0.5488
81%	0.5556
80%	0.5625
79%	0.5696
78%	0.5769
77%	0.5844
76%	0.5921
75%	0.6000
74%	0.6081
73%	0.6164
72%	0.6250
71%	0.6338
70%	0.6429
69%	0.6522
68%	0.6618
67%	0.6716
66%	0.6818
65%	0.6923

C. Variable Operations and Maintenance Fee ("VOMF")

The $VOMF_t$ 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. The formula to calculate $VOMF_t$ shall be:

$$VOMF_t = VOMR_t \times AED_t$$

$VOMF_t$	Corresponding VOMF to calculate the Total Generation Charge, expressed in PhP, for the Billing Period
$VOMR_t$	Rate Component to calculate $VOMF_t$ which is **PhP0.2600/kWh**
AED_t	As previously defined

D. Fuel Cost ("FC")

The FC_t for the Billing Period shall be calculated as follows:

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

$$FP_t = (FCC_t \times FX_m) + NFCC_t + Applicable\ Taxes$$

Where:

FC_t	Corresponding FC to calculate the Total Generation Charge, expressed in PhP, for the Billing Period
FP_t	Applicable Fuel Price for the Billing Period, expressed in PhP/MT
FCC_t	Fuel Commodity Cost in USD/MT calculated using the formula below: $35.00\% \times \left\{66.00 \times \left[\left(96.97\% \times \frac{NFI\ 1_{3m\ avg}}{NFI\ 1_o}\right) + 3.03\%\right]\right\} + 65.00\% \times \left\{41.01 \times \left[\left(95.73\% \times \frac{NFI\ 2_{3m\ avg}}{NFI\ 2_o}\right) + 4.27\%\right]\right\}$
$NFI\ 1_{3m\ avg}$	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 (4,200 GAR/ 3,800 NAR) as published by the Argus/Coalindo for Indonesian Coal Index Report, in USD/MT
$NFI\ I_O$	Value of Indonesian Coal Index 4 (4,200 GAR/ 3,800 NAR) for the month of May 2026, which is 64.00, in USD/MT
$NFI\ 2_{3m\ avg}$	The average value for the three (3) months preceding the Billing Period for which the Invoice is being prepared Of the Indonesian coal Index 5 (3,400 GAW 3,000 NAR) as published by the A us/Coalind0 for Indonesian Coal Index Re rt, in USD/MT
$NFI\ 2_O$	Value of Indonesian coal Index 5 (3,400 GAW 3,000 NAR) for the month 01'Ma 2026, which is 39.26, in USD/MT
AED_t	As previously defined
$NFCC_t$	Weighted average of the actual Freight Cost, Marine Cargo Insurance, Letter of Credit Opening Charges, Disport Surveyor Fees, Wharfage, Brokerage Fees, Port Charges, Pilotage Fee, and Tugboat Service Charges in PhP/MT. When applicable, Seller must disclose actual cost of NFCC in USD/MT and disclose the actual foreign exchange rate used to convert USD denominated costs into PHP.

	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 Php 190/MT, whichever is lower, shall be passed on to the Buyer, net of despatch or other similar credits. (b) 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 PhP190/MT or the actual demurrage cost, net of despatch or other similar credits. (c) 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. Seller can only recover the NFCC items listed above and shall submit to the Buyer proof of actual costs in the form of offcial invoices and supporting documents.
FX_m	The monthly average of the PhP/USD exchange rate for the month (i.e., first until last day of the month) for which the invoice is being prepared, as published in the Bangko Sentral ng Pilipinas website
Applicable taxes	Applicable taxes relating to FC for the Billing Period, in PhP/MT

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

FCR_t	Applicable Fuel Consumption Rate ("FCR") for the Billing Period, expressed in kg/kWh, shall be the lower between: (i) the guaranteed FCR_{CUFt}; or (ii) the actual plant FCR

If Buyer fails to utilize the Contract Capacity at the Monthly Minimum CUF, Seller may apply the higher of its actual plant FCR or the guaranteed consumption rate corresponding to the Minimum CUF for that Billing Period.

If the resulting CUF_t is a whole percentage number, the guaranteed FCR_{CUFt} shall be the corresponding FCR set forth in the table below for CUF levels from 65% to 100%.

If the resulting CUF_t is not a whole percentage number, the guaranteed FCR_{CUFt} shall be determined using the following formula:

$$FCR_{CUFt} = FCR_{CUF1} + \frac{(FCR_{CUF2} - FCR_{CUF1}) \times (CUF_t - CUF1)}{(CUF2 - CUF1)}$$

FCR_{CUFt}	guaranteed FCR corresponding to the Actual CUF for the Billing Period
CUF_t	as previously defined
FCR_{CUF2}	corresponding FCR for CUF2 set forth in the table below
FCR_{CUF1}	corresponding FCR for CUF1 set forth in the table below
CUF2	CUF increment of the nearest upper value, in %
CUF1	CUF increment of the nearest lower value, in %

Illustration: CUF_t 89.27%

CUF2	90%
CUF1	89%
FCR_{CUF2}	0.8207
FCR_{CUF1}	0.8227

The FCR at CUF levels from 65% to 100% are as follows:

CUF	FCR, kg/kWh
100%	0.8057
99%	0.8073
98%	0.8082
97%	0.8100
96%	0.8112
95%	0.8129
94%	0.8142
93%	0.8159
92%	0.8174
91%	0.8192
90%	0.8207
89%	0.8227
88%	0.8243
87%	0.8263
86%	0.8281
85%	0.8305
84%	0.8321
83%	0.8346
82%	0.8364
81%	0.8390
80%	0.8410
79%	0.8438
78%	0.8461
77%	0.8488
76%	0.8514
75%	0.8545
74%	0.8569
73%	0.8607
72%	0.8631
71%	0.8669
70%	0.8699
69%	0.8741
68%	0.8771
67%	0.8814
66%	0.8850
65%	0.8901

Note: For avoidance of doubt, the Buyer shall bear all other applicable costs, charges and taxes pursuant to Section 13.2 of this Agreement.

E. Value-added Tax ("VAT'), if any. VAT shall only be 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 and government dues, the WESM market fees, and ER 1-94 (Benefits to Host Community) shall be to the account of the Seller.

14.7. **Prompt Payment Discount (PPD).** Section 14 provides for Prompt Payment Discount as follows:

Seller shall extend a three percent (3%) discount based on the total Capital Recovery Fee, Fixed Operations and Maintenance Fee, and Variable Operations and Maintenance Fee for the Billing Period to Buyer as a PPD if:

a. Payment by Buyer is made in full or partial within fifteen (15) Days upon receipt of the Seller Invoice for a Billing Period (the "Prompt Payment Period"); and

b. Buyer is up to date with all its payment obligations under this Agreement.

If the Buyer makes a partial payment within the applicable Prompt Payment Period, the Seller shall still grant an applicable PPD determined on a pro rata basis, provided that full payment of the Seller Invoice is made by the Buyer on or before the Due Date.

Accordingly, the PPD applicable to a partial payment shall be computed as follows:

$$PPD_{PAR} = \frac{(CRF_{CUF} + FOMF_{CUF} + VOMF) \times Partial\ Payment}{Total\ Generation\ Charge} \times 3\%$$

Where:

PPD_{PAR}	Partial PPD, expressed in PhP
CRF_{CUF}	CRF for a Billing Period from the Capacity Utilization Factor (CUF) for the Billing Period, expressed in PhP
$FOMF_{CUF}$	FOMF for a Billing Period from the CUF for the billing period, expressed in PhP
VOMF	VOMF for a Billing Period, expressed in PhP
Partial Payment	Partial payment made by the Buyer on the Seller Invoice for a Billing Period, expressed in PhP, net of VAT
Total Generation Charge	Total Generation Charge due to the Seller for the Billing Period as computed in Schedule 7, expressed in PhP

If the Buyer pays by check within the Prompt Payment Period, the Buyer shall be entitled to the corresponding PPD, to be implemented in accordance with Section 14.5; provided, however, that if such check is dishonored for insufficient funds or is not cleared by the Seller's bank, the Buyer shall not be entitled to any PPD for the relevant Seller Invoice.

If the final day of the Prompt Payment Period falls on a day that is not a Business Day, the Prompt Payment Period shall be extended to the next immediate Business Day.

The Buyer shall not automatically deduct the PPD which it may have earned under a Current Seller Invoice from the payment of that current Seller Invoice.

The PPD for the current Seller Invoice shall be made available to the Buyer in the succeeding Seller Invoice through the issuance of a credit memorandum. Upon expiration of the Agreement, the Buyer who is qualified to avail the PPD under the Seller Invoice shall receive its discount upon final settlement and clearance with the Seller.

The Buyer may be entitled to PPD if it is unable to pay the full amount due under the Seller Invoice within the Prompt Payment Period due to an Event of Force Majeure, any regulatory issuances, pandemic, or geopolitical conflicts affecting or restricting the collection and/or preventing disconnection Of consumers, provided that the Buyer has qualified for and availed Of full three percent (3%) PPD of the immediately preceding three (3) Billing Periods, provided further that any PPD to be granted under this provision shall be upon the written request of the Buyer and subject to the Seller's approval.

RATE IMPLICATIONS

15. ILECO III calculated the rate impact of the implementation of the subject PSA with MPI and compared it with the generation rate if the same demand requirements are sourced from the Wholesale Electricity Spot Market (WESM), as follows:

WITHOUT MPI				
Power Supplier	**kWh Purchased**	**Amount (PhP)**	**Percent Share**	**Average Rate (PhP/ kWh)**

PEDC - Unit 1 & 2	1,135,770.36	10,286,050.30	7%	9.0565
GCGI	3,960,000.00	25,848,900.00	23%	6.5275
PEDC - Unit 3	1,793,873.13	12,073,242.72	11%	6.7303
GNPD	1,210,076.31	6,773,786.22	7%	5.5978
SPI	4,384,240.00	26,786,845.92	26%	6.1098
GCGI - EPSA	96,000.00	626,640.00	1%	6.5275
NET-METERING / Distributed Energy Resources (DER)	26,588.40	223,193.67	0%	8.3944
WESM	4,443,240.00	77,872,840.39	26%	17.5261
TOTAL	**17,049,788.20**	**160,491,499.22**	**100%**	**9.4131**

WITH MPI				
Power Supplier	**kWh Purchased**	**Amount (PhP)**	**Percent Share**	**Average Rate (PhP/ kWh)**
PEDC - Unit 1 & 2	1,135,770.36	10,286,050.30	7%	9.0565
GCGI	3,960,000.00	25,848,900.00	23%	6.5275
PEDC - Unit 3	1,793,873.13	12,073,242.72	11%	6.7303
GNPD	1,210,076.31	6,773,786.22	7%	5.5978
SPI	4,384,240.00	26,786,845.92	26%	6.1098
GCGI - EPSA	96,000.00	626,640.00	1%	6.5275
NET-METERING / Distributed Energy Resources (DER)	26,588.40	223,193.67	0%	8.3944
Malita Power, Inc. (MPI)	432,000.00	2,455,704.00	3%	5.6845
WESM	4,011,240.00	70,301,393.36	24%	17.5261
TOTAL	**17,049,788.20**	**155,375,756.19**	**100%**	**9.1131**

Decrease in PhP/ kWh	**- 0.3000**

16. As shown in the Rate Impact Simulation, the implementation of the PSA between ILECO III and MPI will be beneficial to its member-consumers with an estimated **generation rate reduction of Php0.3000/kWh** as compared to sourcing the same power requirements from the WESM. Thus, the PSA subject of this Joint Application will ultimately redound to the benefit of the member-consumers, providing a continuous, consistent and reliable supply of electricity at affordable rates.

SUPPORTING DOCUMENTS

17. In support of this Joint Application, the following documents are hereby submitted for the evaluation of the Honorable Commission:

TECHNICAL DOCUMENTS	
ANNEX	**Name of Document**
01	Power Supply Agreement ("PSA")
02 and series	Certified True Copy of the Articles of Incorporation ("AOI"), By-laws, and latest General Information Sheet ("GIS") of Malita Power Inc. ("MPI"). Certified True Copy of the proof of Business Registration, Board Resolution that will indicate the list of Board Directors and Board Members of ILECO III.
03 and series	Supply and Demand Scenario of Existing Suppliers, Contract Utilization, Average Daily Load Curve of ILECO III. Distribution Development Plan ("DDP") and the Power Supply Procurement Plan ("PSPP") as submitted for issuance of Certificate of Conformity ("COC") by the Department of Energy ("DOE").
04	Table showing matrix of comparison showing the requirements in the Terms of Reference ("TOR") and the relevant PSA provision.

05 and series	Bid forms submitted by participating Generation Companies during the Bidding. ***(Confidential)*** Financial model containing the derivation of rates including the equivalent PhP/kWh ***(Confidential)*** Sample Bill. Rate Impact Analysis.
06	Certificate of Compliance ("COC") or Provisional Authority to Operate ("PAO") or any Certification coming from the ERC of the ongoing COC/PAO application or renewal, pursuant to the Guidelines for the issuance of COC for Generation Companies/Facilities including Annexes of MPI.
07 and series	Certificate of Documents Previously Submitted - Whole Electricity Spot Market ("WESM") Certificate of MPI - Shareholder's Agreement - Certificate of Registration with attached Terms and Conditions issued by the DTI – Board of Investments ("BOI") (if applicable) or proof of application to the BOI. - Environmental Compliance Certificate ("ECC") issued by the Department of Environment and Natural Resources ("DENR") or proof of application to the DENR. - Certificate of Endorsement ("COE") from the Department of Energy ("DOE") regarding Philippine Development Plan ("PDP")

	or proof of application to the DOE. - For Genco utilizing or will utilize Renewable Energy technology: Certificate of Confirmation of Commerciality issued by the DOE to the developer and Renewable Energy Service and Operating Contract from the DOE or proof of application to the DOE. - Certified True Copy (or Secretary's Certificate signifying that the said documents are true and correct) of the Distribution Wheeling Service ("DWS") Agreement (for embedded generators), if applicable. - Water Permit from the National Water Resources Board ("NWRB") or proof of application to the NWRB. - Transmission Service Agreement ("TSA"). - IPPA Agreement. - EPC Contract. - O&M Contract. - Project Feasibility Study. - Wholesale Aggregator Agreement. - All details on the procurement process of fuel including requests, proposals received, tender offers, etc.- Fuel/Coal/Steam Sale Agreement. (***confidential***) - Sworn Statement by the competent Genco officer detailing how the fuel was competitively procured, contract terms, unbundled price components. (***confidential***) WESM Certification of ILECO III.

08	Latest Audited Financial Statement ("AFS") of MPI.
09	Affidavit of Undertaking and Explanation on the following documents: - Verified Certification showing list of Board of Directors and Board Members of the ultimate parent company, its subsidiaries, and all its affiliates of MPI. - Transmission Wheeling Contract. - Rental Agreements for rental generating units.
11	ILECO III's estimation of the potential for a reduction in load supplied by the DU due to retail completion, GEOP, etc.
LEGAL DOCUMENTS	
D and E	SPI's Secretary's Certificates
H	Brief Description of the CSP Conducted
I	BAC/Joint BAC
J and Series	CSP Observers
K	Invitation to Bid (ITB)
L	Certificate of Conformity from the NEA
M	Publication of the ITB
N and Series	Posting of the ITB
O	Instruction to Bidders
P	Terms of Reference (TOR)
Q and Series	Pre-bid Conference
R and Series	Eligibility Requirements
S and Series	Submission of Bids
T and Series	Evaluation of Bids
U and Series	Award of Contract
V and Series	Execution of Contract
X	Affidavit to Support Provisional Approval or Interim Relief

MOTION FOR CONFIDENTIAL TREATMENT OF INFORMATION

18. 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, Applicants pray for the confidential treatment of the information contained in the following annexes:

Documents and/or Information	Annex
SPI's Bid Form (confidential)	**5**
Financial model containing the derivation of rates including the equivalent PhP/kWh	**5A**
All details on the procurement process of fuel including requests, proposals received, tender offers, etc.- Fuel/Coal/Steam Sale Agreement.	**7A**
Sworn Statement by the competent Genco officer detailing how the fuel was competitively procured, contract terms, unbundled price components.	**7A**

19. The above enumerated annexes contain information and data with actual and valuable proprietary interest for the parties 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.

19.1. Foregoing annexes contain non-public, proprietary information and data involving investments, business operations, and financial calculations of the parties involved. The parties to the above documents determine their competitive rates through the power rate calculations and financial model through these pieces of information, thus, the methodology thereof is privileged and confidential in nature. Furthermore, these information and data are not generally available to the public. The parties' competitiveness will seriously be prejudiced if this information is unduly disclosed.

19.2. Moreover, the interest of applicant ILECO III's consumers is sufficiently protected by the review and evaluation of the rates under the subject PSA by the Honorable Commission, without

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

the need to disclose the contents of the Confidential Documents.

20. 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 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.)*

21. Moreover, the Honorable Commission categorically acknowledged in its Decision in ERC Case No. 2015-111 RC[3] 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).*

22. Clearly, the Honorable Commission recognizes the importance of treating pricing structures as confidential in order to ensure competitiveness of the generation sector. This information,

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

[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)."*

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.

23. In view thereof, in accordance with Section 1 (b), Rule 4 of the ERC Revised Rules of Practice and Procedure, Applicants submit one (1) copy of their respective confidential documents to the Honorable Commission in a sealed envelope, with the envelope and each page of the document marked with the word "Confidential".[4]

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

25. In accordance with Sections 3 and 4, Rule 4 of the ERC Revised Rules of Practice and Procedure, Applicants reserve 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.

MOTION FOR ISSUANCE OF PROVISIONAL AUTHORITY OR INTERIM RELIEF

26. Under Rule 14 of the ERC RRPP,[5] the Honorable Commission is authorized to issue provisional authority (PA) or interim relief (IR) prior to a final decision, provided the facts and circumstances alleged warrant such remedy.

27. The foregoing allegations are hereby repleaded and incorporated herein insofar as they may be necessary and applicable to the instant Motion for the Issuance of a Provisional Authority or Interim Relief.

28. A careful perusal of the supporting documents submitted in relation to the instant Joint Application shows that the Joint CSP was conducted by the NEA in accordance with Article 13.1 of the NEA 2023 CSP Memorandum and consistent with the DOE CSP Policy, as amended. The Joint CSP was undertaken in recognition of the need to assist the Luzon and Visayas ECs whose timely commencement or completion of their respective CSPs had been delayed, as reflected in their latest and duly posted PSPPs.

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[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.

[5] ERC Resolution No. 1, Series of 2021.

29. This recognition by the NEA of said delay in the commencement or completion of the member ECs' individual CSP is a clear *indicium* of an existing and very immediate necessity for the concerned ECs, including Applicant ILECO III, to procure and implement the resulting PSA for a continuous and reliable supply of electricity to its member-consumers at affordable rates.

30. While ILECO III is fully aware that the target commencement date for the delivery of supply under the subject PSA is "December 26, 2026," it also recognizes that there is a rigorous process required to secure the final approval for the PSA, from ERC's technical and legal pre-filing to its final evaluation.

31. Considering the lengthy regulatory processes before the Applicants could secure a final approval of the subject PSA, there exists a real and imminent risk that the delay in the target commencement date for the delivery of supply from MPI will further be prolonged, placing then ILECO III's member-consumers at a significant risk of being exposed to the volatile prices of the Wholesale Electricity Spot Market (WESM) by the time the supply requirements arise absent a provisional approval or interim relief.

32. Furthermore, from the ILECO III's rate impact simulation, it is clear that the implementation of the subject PSA with MPI would **reduce ILECO III's rate by Php0.3000/kWh**, as compared to sourcing the same power requirements from the WESM.

33. As such, the issuance of a Provisional Authority or Interim Relief for the subject PSA, which will allow the timely implementation of the subject PSA pending final evaluation of the Honorable Commission, would be beneficial to ILECO III and its member-consumers as it will ensure the timely provision of reliable, secure, and quality supply of electricity in the least cost manner. Any further delay to its implementation will be tantamount to a denial of ILECO III's member-consumers' opportunity to enjoy its advantageous and beneficial effect.

34. To support the motion for provisional authority or interim relief, the *Affidavit in Support of the Issuance of a Provisional Authority or Interim Relief* is attached hereto as Annex X.

PRAYER

WHEREFORE, premises considered, Applicants **ILOILO III ELECTRIC COOPERATIVE, INC. (ILECO III)** and **MALITA POWER INC. (MPI)** respectfully pray that the Honorable Commission:

(i) Issue an Order treating **Annexes "5", "5A" and "7A"** as **CONFIDENTIAL INFORMATION** within the purview of Rule 4 of the ERC Revised Rules of Practice and Procedure, as well as directing that the subject documents be treated with confidentiality and be protected from public disclosure;

(ii) Issue the corresponding **PROTECTIVE ORDER** in accordance with the said Rule 4 of the ERC Revised Rules of Practice and Procedure;

(iii) Issue an Order **GRANTING PROVISIONAL AUTHORITY OR INTERIM RELIEF** to the subject PSA, including all the rates, fees, charges, and tariff adjustment mechanisms set out therein, thereby authorizing Applicants to immediately implement the subject PSA pending final evaluation; and

(iv) After hearing on the merits, render a **DECISION APPROVING** the PSA subject of the instant Joint Application, including all the rates, fees, charges, and tariff adjustment mechanisms set out therein, and authorizing ILECO III to charge and collect such rates, fees, charges, and tariff adjustments therein from its customers reckoned from the actual delivery of supply of MPI to ILECO III.

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

Pasig City, October 1, 2026.

DECHAVEZ LERIOS-AMBOY AND EVANGELISTA LAW OFFICES[6]
Counsel for Applicant
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By:

[redacted]

LORAINE B. BOBILES
Roll of Attorneys No. 73213
PTR No. 3985843, 07 January 2026, Pasig City
IBP Member No. 589395, 06 January 2026, RSM Chapter
MCLE Compliance No. VIII–0027697, Until 14 April 2028

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

Partners	MCLE Compliance No. Validity
Joseph Ferdinand M. Dechavez	MCLE Exemption Certificate No. VIII-Acad004390 14 April 2028
Ditas A. Lerios-Amboy	Certification No. VIII-0042308 14 April 2028
Nelson V. Evangelista	Certification No. VIII-0041847 14 April 2028

MALITA POWER INC.[7]

by:

[redacted]

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PTR No. 3977996 / 05 January 2026 / Pasig City
IBP Lifetime No. 010380 / PPLM Chapter
MCLE Compliance No. VIII - 0029077 valid until 14 April 2028
Roll No. 54500

[redacted]

JULIETA B. ESTAMO
5th Floor, C5 Office Building Complex,
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Pasig City 1604, Metro Manila
Telephone No. (02) 5317 1000 / jestamo@smgp.sanmiguel.com.ph
PTR No. 3978000 / 05 January 2026 / Pasig City
IBP Invoice No. 536845 / 07 January 2026 /
Central Luzon Bulacan Chapter
MCLE Compliance No. VIII-0016943 valid until 14 April 2028
Roll No. 39024

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[7] Other registered email:
regulatorycompliance@smcgph.sanmiguel.com.ph

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.

[redacted]

ATTY. JAMES G. BALSOMO II
Declarant

SUBSCRIBED AND SWORN to before me this day of OCT 12 2026 in Municipality of Sara, Iloilo. Declarant exhibited to me his Driver's License No. [redacted] valid until 13 July 2033. Said ID bears his picture and signature.

NOTARY PUBLIC

[redacted]

Doc. No. 152;
Page No. 32;
Book No. VI;
Series of 2026.

ATTY. MARY PATRICIA A. BASINANG
Notary Public
for Province of Iloilo
Notarial Commission Reg. No. 2026-004, Until 12/31/2027
IBP Lifetime No. 014752 Until 04/14/2028
Attorney's Roll No. 84768
PTR No. 8569616, 01/13/2026
IBP No. 507731, 12/18/2025
Brgy. Poblacion Ilawod, Sara, Iloilo, 5014
mpabasinang@gmail.com 09079947340

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 Malita Power Inc. ("MPI") a co-applicant in the Joint Application for Approval of the Power Supply Agreement between Iloilo III Electric Cooperative, Inc. ("ILECO III") and MPI;

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 MPI 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 OCT 0 1 2025 at Pasig City.

[redacted]

ELENITA D. GO
Affiant

SUBSCRIBED AND SWORN to before me this OCT 0 1 2025 in Pasig City. Affiant personally appeared and exhibited to me her Philippine Passport No. [redacted] issued on June 7, 2019 at the DFA NCR East as her competent proof of identity and with affiant waiving the right to receive a duplicate and original electronic copy of the Verification and Certification of Non-Forum Shopping in effect waiving any objection to the completeness of the reproduction of the same.

Doc. No.: 254;
Page No.: 52;
Book No.: X;
Series of 2026.

BUWIS SA RENTAS INTERNAS DSK2025 21639361 30 PISO DOKUMENTARYO 30 PISO
OCT 0 1 2025

RUDILICIA P. ESPIRITU
NOTARY PUBLIC
ROLL NO. 53391
PASIG CITY, PHILIPPINES

[redacted]

RUDILICIA P. ESPIRITU
Commision No. 274 (2025-2026)
Notary Public for Pasig City
Until December 31, 2026
5th Floor, C5 Office Building Complex
#100 E Rodriguez Jr. Ave., C5 Road.
Bo. Ugong, Pasig City 1604, Metro Manila
Roll No. 53391
PTR No. 3977998; January 5, 2026 / Pasig City
IBP Life Member Roll No. 13322 / Camarines Sur Chapter
MCLE Compliance No. VIII-0019495; Valid until April 14, 20[illegible]