LEYTE IV ELECTRIC COOPERATIVE, INC.

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19 February 2025

OFFICE OF THE SANGGUNIANG PANLALAWIGANProvince of Levte

Through

: HON. LEONARDO M. JAVIER, JR.

Vice Governor

Subject

: SERVICE OF THE APPLICATION

Dear Vice Gov. Javier:

Greetings!

In compliance with the Revised Rules of Practice and Procedure of the Energy Regulatory Commission, we are furnishing you a copy of the LEYTE IV ELECTRIC COOPERATIVE, INC. ("LEYECO IV") and SOUTHWEST LUZON POWER GENERATION CORPORATION ("SLPGC")'s Joint Application entitled "In the Matter of the Application for the Approval of the Emergency Power Supply Agreement (EPSA) Between Southwest Luzon Power Generation Corporation (SLPGC) and Leyte IV Electric Cooperative, Inc. (LEYECO IV) With Motion for Confidential Treatment of Information," with annexes and attachments (except for annexes that are subject of a motion for confidential treatment of information) to be filed by LEYECO IV to the Energy Regulatory Commission. Due to voluminous annexes and attachments, we are transmitting scanned copies of the same through a USB Flash drive.

In connection thereto, we respectfully request your good office to issue <u>three (3) original copies of a Certification</u> attesting that the Office of the Sangguniang Panlalawigan of Leyte was duly served a copy of the said Joint Application together with its annexes and accompanying documents. In compliance with the ERC Rules, the certification should be issued by the Office of the Vice Governor of Leyte or his duly authorized representative, bearing the dry seal.

A template is likewise enclosed for your reference.

You may contact 0917-6343154 c/o Engr. Janet L. Notarte, should the Certification be already available.

Thank you and best regards.

Sincerely,

BRENDA FLORES (MPOLITOD

Acting General Manager

[Letterhead of the OFFICE OF THE SANGGUNIANG PANLALAWIGAN] PROVINCE OF LEYTE

CERTIFICATION

TO WHOM IT MAY CONCERN:

This is to certify that the Sangguniang Panlalawigan received on [insert date], a copy of the Joint Application dated 19 December 2024 of Southwest Luzon Power Generation Corporation ("SLPGC") and Leyte IV Electric Cooperative, Inc. ("LEYECO IV") entitled "In the Matter of the Application for the Approval of the Emergency Power Supply Agreement (EPSA) Between Southwest Luzon Power Generation Corporation (SLPGC) and Leyte IV Electric Cooperative, Inc. (LEYECO IV) With Motion for Confidential Treatment of Information", with annexes and attachments (except for annexes that are subject of a motion for confidential treatment of information).

This Certification is issued upon the request of LEYECO IV.

Done this	day of	at
	MULY OI	a.

[Name]

[Designation]

[NAME OF THE VICE GOVERNOR] or [DULY AUTHORIZED REPRESENTATIVE]

Affix Dry Seal>

DRY
SEAL

OFFICE

Republic of the Philippines

ENERGY REGULATORY COMMISSION

Exquadra Tower, 1 Jade Drive, Ortigas Center Brgy. San Antonio, Pasig City

IN THE MATTER OF THE APPLICATION **FOR** THE APPROVAL THE **EMERGENCY POWER** SUPPLY **AGREEMENT** (EPSA) BETWEEN **SOUTHWEST** LUZON **POWER GENERATION** CORPORATION (SLPGC) AND LEYTE IV ELECTRIC COOPERATIVE. INC. (LEYECO IV) WITH MOTION FOR CONFIDENTIAL TREATMENT OF INFORMATION



ERC CASE NO. ____RC

SOUTHWEST LUZON
POWER GENERATION
CORPORATION (SLPGC)
AND LEYTE IV ELECTRIC
COOPERATIVE, INC.
(LEYECO IV)
Applicants

JOINT APPLICATION WITH MOTION FOR CONFIDENTIAL TREATMENT OF INFORMATION

Applicants, SOUTHWEST LUZON POWER GENERATION CORPORATION ("SLPGC") and LEYTE IV ELECTRIC COOPERATIVE, INC. ("LEYECO IV"), by undersigned counsel, respectfully state:

I. THE APPLICANTS

1. Applicant SLPGC is a corporation organized and existing under the laws of the Philippines, with its principal office at Brgy. San Rafael, City of Calaca, Batangas, Philippines. It may be served with notices and other processes of this Honorable Commission through its counsel at the address indicated herein.

2. Applicant LEYECO IV is a Philippine non-stock, non-profit electric cooperative, duly organized and existing by virtue of the laws of the Philippines, with principal office address at Brgy. Lamak, Hilongos, Leyte. It may be served with notices and other processes of this Honorable Commission through its counsel at the address indicated herein.

II. COMPLIANCE WITH PRE-FILING REQUIREMENTS

3. In compliance with Rule 3, Section 4 (e) of the Implementing Rules and Regulations of the Electric Power Industry Reform Act of 2001 ("EPIRA") and Rule 6 of the Energy Regulatory Commission's ("ERC") Revised Rules of Practice and Procedure ("Revised RPP"), Applicants have furnished the Offices of the City Mayor and Sangguniang Bayan and Panlungsod as well as the Offices of the Governor and Sangguniang Panlalawigan where they respectively principally operate, with copies of the instant Application and its accompanying documents.

Certifications from the following offices are attached hereto as follows:

Certifications	Annex
Office of the City Mayor of Calaca	[*]
Office of the Sangguniang Panlungsod of Calaca	[*]
Office of the Governor of Batangas	[*]
Office of the Sangguniang Panlalawigan of Batangas	[*]
Office of the City Mayor of Baybay	[*]
Office of the Sangguniang Panlungsod of Baybay	[*]
Office of the Municipal Mayor of Bato	[*]
Office of the Sangguniang Bayan of Bato	[*]
Office of the Municipal Mayor of Hilongos	[*]
Office of the Sangguniang Bayan of Hilongos	[*]
Office of the Municipal Mayor of Hindang	[*]
Office of the Sangguniang Bayan of Hindang	[*]
Office of the Municipal Mayor of Inopacan	[*]
Office of the Sangguniang Bayan of Inopacan	[*]
Office of the Municipal Mayor of Matalom	[*]
Office of the Sangguniang Bayan of Matalom	[*]
Office of the Governor of Leyte	[*]
Office of the Sangguniang Panlalawigan of Leyte	[*]

4. Furthermore, Applicants have caused the publication of the present *Application* in a newspaper of general circulation in LEYECO IV's franchise area.

The Affidavit of Publication and the newspaper issue containing the published *Application* will be attached hereto as follows:

Document	Annex
Affidavit of Publication	[*]
Copy of Newspaper	[*]

III. STATEMENT OF FACTS

- 5. On 3 March 2019, the Supreme Court promulgated its Decision in Alyansa Para sa Bagong Pilipinas, Inc. v. Energy Regulatory Commission ("Alyansa Case")¹ requiring all applications for approval of the PSAs filed on or after 30 June 2015 to comply with the CSP requirement provided under the Department of Energy's ("DOE") Department Circular No. DC2023-06-0021, entitled "Prescribing the Policy for the Mandatory Conduct of the Completive Selection Process by the Distribution Utilities for the Procurement of Power Supply for their Captive Market" ("DOE 2023 CSP Circular").
- 6. As a result of the Honorable Commission's ruling in the *Alyansa* Case, the Power Supply Agreement previously entered into by LEYECO IV and GNPower Dinginin, Ltd. Co. ("GNPD") on 16 December 2015 ("GNPD PSA") was terminated for it is covered by the CSP mandate in the *Alyansa* Case...
- 7. Constrained to meet the demand without the GNPD PSA, LEYECO IV entered into a 16 MW Emergency Power Supply Agreement ("EPSA") with GNPD ("GNPD EPSA"), effective 15 September 2023 to 14 September 2024, under the ERC Case No. 2024-046 RC, In the Matter of Application for Approval of the Emergency Power Supply Agreement between Leyte IV Electric Cooperative, Inc. and GNPower Dinginin Ltd. Co., with Prayer for Confidential Treatment of Information.
- 8. During the term of the GNPD EPSA, and to finally secure long-term power supply in their respective franchise areas, LEYECO IV, together with nine (9) other member Electric Cooperatives ("ECs"), entered into a Memorandum of Agreement ("MOA") to aggregate their baseload power requirements and participate in the Region 8 Joint Competitive Power Supply Procurement ("R8 JCPSP") for the period of 2024 to 2033.
- 9. Thus, on 10 November 2023, the R8 JCPSP was conducted in accordance with the DOE 2023 CSP Circular, ERC Resolution No. 16, Series of 2023, entitled, "Implementing Guidelines for the

¹ G.R. No. 227670, 3 May 2019.

Procurement, Execution, and Evaluation of Power Supply Agreements Entered into by Distribution Utilities for the Supply of Electricity to their Captive Market" ("ERC CSP Guidelines"), and National Electrification Administration's ("NEA") Memorandum No. 2023-57 entitled, "Adoption of the NEA Competitive Selection Process Guidelines Implementing the DOE's Department Circular No. DC2023-06-0021 and the Energy Regulatory Commission' Resolution No. 16, S. 2023".

- 10. However, based on the timeline outlined in the DOE 2023 CSP Circular, the R8 JCPSP process may extend beyond the expiration date of the current GNPD EPSA. The Power Supply Agreement ("PSA") resulting from the R8 JCPSP was only signed on 13 September 2024 and is currently pending the issuance of a Provisional Authority ("PA") or Interim Relief ("IR") by the ERC, as it undergoes prefiling processes.
- 11. To likewise address the demand, and following its compliance with CSP requirements, LEYECO IV executed several more PSAs on 13 September 2024 that remain pending before the Honorable Commission. Specifically, LEYECO IV's PSA with Therma Luzon, Inc. has been set for hearing on 5 and 12 February 2025, while LEYECO IV's PSA with Sual Power, Inc. has been set for hearing on 7 and 14 February 2025. Additionally, LEYECO IV's PSA with KEPCO SPC Power Corp. is presently undergoing pre-filing requirements with the Honorable Commission.
- 12. Given the pendency of the foregoing PSAs, and in anticipation of a potential energy supply shortage, LEYECO IV acknowledged the urgent need to contract immediate and reliable supply of energy to continue serving its Members-Consumers-Owners ("MCOs") in its franchise area. As such, LEYECO IV sought guidance from the ERC regarding the expiration of its GNPD EPSA. The ERC advised LEYECO IV to file the necessary application in compliance with the DOE 2023 CSP Circular and ERC CSP Guidelines, and to substantiate or demonstrate the existence of an emergency situation.

Copies of the LEYECO IV's Letter dated 13 August 2024 and ERC's Reply Letter dated 13 September 2024 are hereto attached as Annexes "A" and "B" and are made integral parts hereof.

13. Thereafter, LEYECO IV submitted a proposal request to SLPGC for an 18 MW EPSA to cover the interim period until the ERC issues a PA/IR or final approval of the R8 JCPSP PSA.

A copy of LEYECO IV's Proposal Request Letter dated 5 November 2024 is attached as Annex "C" and made an integral part hereof.

14. On 11 November 2024, LEYECO IV issued a Notice of Award ("NOA") to SLPGC, which was accepted by SLPGC on 12 November 2024.

A copy of LEYECO IV's NOA dated 11 November 2024 with SLPGC's Acknowledgement of Receipt and Acceptance of NOA is attached as Annex "D" and made an integral part hereof.

- 15. Hence, on 21 November 2024, LEYECO IV executed an EPSA with SLPGC ("SLPGC EPSA"). The agreement is effective for a period of one (1) year starting 26 November 2024, with the delivery period subject to earlier termination upon the issuance of ERC Orders or Decisions approving the R8 JCPSP PSA (the "Supply Period").
- 16. Thus, this instant Joint Application for the approval of the SLPGC EPSA between the Applicants.

IV. SALIENT FEATURES OF THE SLPGC-LEYECO IV EPSA

17. The duly executed EPSA contains the following salient provisions:

XXX

XXX

Supply of Electricity²

SELLER shall make available to the BUYER during the Contract Period the Contracted Capacity and its Contracted Energy, as provided in **Schedule 3**, and in accordance with the terms of this Agreement. The Parties agree that SELLER shall have no obligation to supply more than the Contracted Capacity, except as otherwise provided in this Agreement.

The SELLER shall make available the Contracted Capacity from its nominated Plant without prejudice to its right to source energy from the WESM, or its successor wholesale market, or any other sources. If the Contracted Capacity is sourced, in whole or in part by the SELLER from the WESM or any other sources pursuant to this paragraph, it shall have the same effect as though energy is made available from the Plant to the Delivery Point.

XXX

Contract Period3

Effectivity period: from Effective Date up to last day of the Delivery Date.

² Section 4.1., EPSA.

³ See Schedule 4, EPSA.

Delivery period: The delivery period shall commence on the date agreed upon by both parties, but not later than December 26, 2024, and shall continue for a maximum period of one (1) year. However, the delivery period may be earlier terminated upon the issuance of ERC orders or resolutions, approving all filed Power Supply Agreements under CSP with Region 8, provided that the BUYER gives the SELLER a thirty (30) days' written notice for such purpose.

XXX

Delivery Date and Effective Date4

"Delivery Date" means the date on which the supply of contract capacity of 16MW to LEYTE IV ELECTRIC COOPERATIVE, INCORPORATED shall take effect.

"Effective Date" means the date on which this Agreement is duly executed by the Parties and upon which their obligations shall commence.

XXX

Contracted Energy and Delivered Energy

SELLER shall bill the BUYER the equivalent energy supplied, for each Billing Month in accordance with the Electricity Fees in Schedule 5.5

"Contracted Energy" means the energy offtake, equivalent to 100% energy (kWh) equivalent of the Contracted Capacity for any Billing Month, as provided in Schedule 3, subject to adjustment due to actual number of Force Majeure, if applicable.⁶

"Delivered Energy" the total Energy (kWh) declared to WESM by the SELLER intended for the BUYER for the relevant billing month, subject to adjustment due to Force Majeure, if applicable.⁷

XXX

Electricity Fees8

In respect of each Billing Month within the Contract Period, BUYER shall pay Electricity Fees to SELLER in accordance with **Schedule 5.**

The BUYER shall not be made to pay for electricity fees pertaining to capacity that it can no longer accept due to (i) circumstances mentioned under Article 5 of this Agreement; or (ii) capacity that SELLER for some reason is unable to deliver.

XXX

⁴ See Schedule 1, EPSA.

⁵ Section 4.3., EPSA.

⁶ See Schedule 1, EPSA.

⁷ See Schedule 1, EPSA.

⁸ Section 6.1., EPSA.

Reduction in Contracted Capacity9

BUYER shall be entitled to a reduction in the Contracted Capacity, by reason of the following:

- a. The lowering of the threshold of contestability in relation to the implementation of Retail Competition and Open Access (RCOA);
- b. The Green Energy Option Program or relevant Renewable Energy Law;
- c. The Net Metering Program;
- d. Other relevant laws issued by the Philippine Government; or
- e. ERC approval or issuance of provisional authority of interim relief of LEYECO IV PSAs

In the case of item a) above, the reduction shall be in accordance with Article 5.2 below. In the case of items b), c), and d), the reduction shall be proportionate with all of the then current power suppliers of the BUYER and equivalent to the reduction of the demand of the BUYER. In these instances, the reduction shall be effective sixty (60) days upon receipt of a written notification by the BUYER to the SELLER.

In the case of item e), the reduction shall be proportionate to this EPSA's capacity share over the total EPSA capacity. The reduction for item e) shall be effective thirty (30) days upon receipt of a written notification from the BUYER to the SELLER

Reduction in Contracted Capacity due to Retail Competition and Open Access (RCOA)¹⁰

5.2.1 In the event that the reduction in Contracted Capacity was a result of the transfer or migration of any of the BUYER's existing captive customers and the procurement by such customer of electricity from the SELLER or any subsidiary of the SELLER, the volume of the Contracted Capacity to be reduced shall be the average electricity consumption (in MW) of such customer for the last twelve (12) months.

5.2.2 In the event that the reduction in Contracted Capacity was a result of the transfer or migration of any of the BUYER's existing captive customers and the procurement by such customer of electricity from any of the BUYER's Affiliates, or the BUYER's or its Affiliate retail electricity supplier, or the BUYER's existing power suppliers (or their Affiliates) at that time (other than the SELLER or any of its Affiliates), there shall be no reduction of the BUYER's Contracted Capacity under this Agreement.

5.2.3 In the event that the reduction in Contracted Capacity was a result of the transfer or migration of any of the BUYER's existing captive customers and the procurement by such customer of electricity from any supplier or generator (or Affiliate thereof) with whom the BUYER has no contract and/or agreement for supply of electricity, any reduction in the Contracted Capacity hereunder shall be the average electricity consumption (in MW) of such customer for the last twelve

⁹ Section 5.1., EPSA.

¹⁰ Section 5.2., EPSA.

(12) months pro-rated among all of the BUYER's existing power suppliers based on contract levels.

XXX

18. The Joint Applicants have further analyzed the rate impact with and without SLPGC, with the results of its simulation based on its forecasted 2025 hourly load profile as follows –

	Weighted Average Rate (kWh)
With SLPGC	5.7708
Without SLPGC	6.6899
GENERATION RATE IMPACT	0.9191

As demonstrated by the foregoing, LEYECO IV stands to benefit with the supply being offered by SLPGC since the costs incurred from the WESM prices will be mitigated. As such, there will be a lower average generation rate with the involvement of SLPGC.

A copy of the Rate Impact Analysis is attached as Annex "O" and made an integral part hereof.

- 19. In light of the foregoing, the Applicants respectfully seek the confirmation and approval of the Honorable Commission of its EPSA.
- 20. In support of the instant *Joint Application*, the Applicants hereto provide the following documents:

DESCRIPTION OF DOCUMENT	ANNEX
LEYECO IV's Supply-Demand Scenario with	"E"
Existing Suppliers and Power Supply Contract	
Utilization	
LEYECO IV's Average Daily Load Curve	"F"
SLPGC and LEYECO IV EPSA dated 21	"G"
November 2024	
Executive Summary of the EPSA	"H"
Sworn Statement on Fuel Supply Plan*	"I"
Financial Model on EPSA*	"J"
LEYECO IV Generation Rate and Derivation*	"K"
SLPGC Power Plant Description	"L"
Contract for Supply and Purchase of Steam Coal*	"M"
Bank Certifications*	"N-Series"
Rate Impact Analysis	"O"

^{*}Subject of the Motion for Confidential Treatment of Information

V. ALLEGATIONS IN SUPPORT OF THE MOTION FOR CONFIDENTIAL TREATMENT OF INFORMATION

- 21. Section 1, Rule 4 of the ERC Revised Rules of Practice and Procedure provides that a party to a proceeding before the Honorable Commission may move for information to be treated as confidential.
- 22. Pursuant thereto, the Applicants pray that the information contained in the documents attached as annexes be treated as confidential and that the same be continuously protected from public disclosure, except to the officers and staff of the Honorable Commission, as follows:

DOCUMENTS	ANNEX
Sworn Statement on Fuel Supply Plan	"I"
Financial Model on EPSA	"J"
LEYECO IV Generation Rate and Derivation	"K"
Contract for Supply and Purchase of Steam Coal	"M"
Bank Certifications	"N-Series"

- 23. Annexes "I", "J", "K", "M", and "N-Series" contain information and data where SLPGC has actual and valuable proprietary interest to protect with respect to such information and fall within the bounds of "trade secrets" that are entitled to protection under the Constitution, statues, and rules and regulations of this Honorable Commission.
 - 23.1. The foregoing annexes contain non-public proprietary information and data involving SLPGC's generation rate calculations, financial model, and cash flow. SLPGC determines its competitive rates through these data; thus, the information contained in these documents are privileged and confidential in nature.
 - 23.2. Likewise, the details of SLPGC's fuel and lube procurement process and SLPGC's Plant performance test result contain information pertaining to the core of SLPGC's business operations and any disclosure thereof will affect SLPGC's competitiveness in the industry. As such, the information contained in these documents are likewise privileged and confidential in nature.
 - 23.3. More importantly, SLPGC's competitors, should they obtain the information Annexes "I", "J", "K", "M", and "N-Series" will gain undue advantage thereon and have the opportunity to use the same in their operations. The negotiating power of SLPGC with parties it plans to

contract with or who it is currently doing business with, will clearly be thwarted if it is compelled to disclose such information.

- 24. Annexes "I", "J", "K", "M", and "N-Series" contain information and data on the rates of SLPGC, and such rate offers may be considered as business or trade secrets of these generation companies. Furthermore, the information and data in the aforementioned annexes are not generally available to the public.
- 25. In the case of the Air Philippines Corporation v. Pennswell¹¹, Inc., the Supreme Court 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 and (2) gives the employer opportunity to obtain an advantage 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.)

26. Moreover, the Honorable Commission categorically acknowledged in its Decision in ERC Case No. 2015-111 RC¹² 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

¹¹ G.R. No. 172835 (2007).

¹² ERC Decision dated 30 May 2017 entitled, "In the Mater 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)" – ERC Case No. 2015-111 RC.

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).

- 27. The interest of the consuming public is sufficiently protected by the review and evaluation of the rates under the EPSA by the Honorable Commission, without the need to disclose the contents of Annexes "I", "J", "K", "M", and "N-Series". The reasonableness and transparency of the prices of electricity is to be assured by the Honorable Commission through its own review and verification of the foregoing confidential documents.
- 28. Accordingly, one (1) copy each of Annexes "I", "J", "K", "M", and "N-Series" are placed in a sealed envelope, with the said envelope and each page of the documents and/or information stamped with the word "Confidential".
- 29. Therefore, Applicants respectfully submit the instant Application for the Honorable Commission's urgent and utmost consideration.

PRAYER

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

- 1. **ISSUE** an *Order* treating Annexes "I", "J", "K", "M", and "N-Series" and all information contained therein as confidential, directing their non-disclosure to persons other than the officers and staff of the Honorable Commission, continuously protecting the said information from public disclosure by maintaining the same separate and apart from the records of the case, and ensuring that these are not divulged to unauthorized persons, pursuant to Rule 4 of its Rules of Practice and Procedure; and
- 2. After trial on the merits, **APPROVE** with finality the EPSA between the Applicants and the terms and conditions therein.

Other reliefs, just and equitable under the circumstances, are likewise prayed for.

Makati City and Tacloban City for Pasig City, 19 December 2024.

PUYAT JACINTO & SANTOS

Counsel for SOUTHWEST LUZON POWER GENERATION CORPORATION ("SLPGC")

10/F 8 Rockwell, Hidalgo corner Plaza Drive, Rockwell Center, Makati City, Metro Manila Tel No. 8840-5025 Fax No. 8810-0890 Email: pjs@pjslaw.com

By:

ROV ENRICO C. SANTOS

Roll No. 40571

Malles

IBP LRN 02739/01-10-2002/Rizal PTR No. 10473185/01-07-2025/Makati City MCLE Compliance No. VII-0006136/12-01-2021

PATRICK V, ARCELLANA

Roll No. 71386

IBP No. 512022/01-06-2025/Rizal (RSM) PTR No. 10473189/01-07-2025/Makati City MCLE Compliance No. VII-0026780/03-07-2023

IAN CARLO D. BENITEZ

Roll No. 84831 IBP No. 512029/01-06-2025/Laguna PTR No. 10473200/01-07-2025/Makati City MCLE Compliance No. Admitted to the Bar May 2023

JOSE MARIA S. KATIGBAK II

Roll No. 88064

IBP No. 512041/01-06-2025/Makati City PTR No. 10473213/01-07-2025/Makati City MCLE Compliance No. Admitted to the Bar May 2023 STEPHANIE C. DEL CASTILLO

Roll No. 91329

IBP No. 512036/01-06-2025/Makati City PTR No. 10173207/01-07-2025/Makati City MCLE Compliance No. Admitted to the Bar December 2023 Counsel for LEYTE IV ELECTRIC COOPERATIVE, INC. ("LEYECO IV")

Office Address: Gula Law & Notarial Office, Door 7, Cabigon Bldg., Del Pilar Street, (across Sacred Heart Church) Brgy. 8, 6500 Tacloban City, Leyte Mobile No. +63 917 7121967

Email: nhoygula@yahoo.com

By:

ROGELIO P. GULA

Roll No. 48025 Lifetime IBP No. 07688

PTR No. 8663857 dated 01-03-25

MCLE Compliance No. VIII-0002415 valid until 14 **April 2028**