

RODERICO V. PUNO
HELENA ROSALES CALO
JONATHAN P. SERRANO
JOHN MAYNARD G. ATOTUBO
MINERVA A. SANTOS
VINCENT PATRICK A. BAYHON
ALFRED D. MOLO
RANULFO G. V. PAYOS, JR.
DEBORAH S. ACOSTA-CAJUSTIN
JOSEPH VINCENT B. ALVAERA
MIGNONETTE EMELAINE GAIL D. BALEIN
ROBERTO T. SANTIAGO, JR.
CAMILLE ALISON D. LIM-GO
CZARINA G. QUINTANILLA-RAZ
KRISTIE AURIEL T. ENRIQUEZ-CONCEPCION

MARJORIE IVORY S. FULGUERAS-GO
JAN DERRIC P. BRIONES

SIEGFRIED KIEL B. SAÑEZ
ANDREI KRISTOFFER G. MACANDOG
CARL LEMUEL P. MARQUEZ
FRANCESCA ANGELA C. GUINGONA
MARK XAVIER C. LIBARDO
NATHALIE ELLOISE C. UY
ALESSANDRA REGINA D.R. GAON
CHRISTINE C. FLORES
THERESE BERNADETTE D. SARMIENTO
APOLLO JULIUS S. STA. MARIA
SAMUEL DAVID S. ANONAS
NICHOLAS WILLIAM G. DI
MA. KRISTINA S. LOPEZ DE LEON
TALISA MARI D. DELA ROSA
JOSEPH ELIEZER C. SUSANO
DONN CARLO D. SERVANDO
KEANU P. CASTAÑEDA
JONAH MAE M. SAMPANG
CHRISTINE A. CAMINADE
AMIERIELLE ANNE A. BULAN
DON MARC ANGELO A. RAZON
VEN GABRIEL G. TAN
JOSE MIGUEL M. ARANILLA
JAMELA VIDAD B. DEVANADERA
FRANCESCO ANDRE T. VALDECAÑAS
ZEANNE ALTHEA M. GATDULA
ROSANNA MARGARITA T. REMULLA
VICA PATRICIA L. DELA CRUZ
NICOLA MARIE B. PETILLA
GABRIEL O. RADAM
JULIANNA J. SOBERANO
JOHN EDCOL Q. ANDES
MARIA LOVELLA M. CAPELLAN
CLARISSE EVANGELINE G. CHOA
RIANNA MARIE S. CO
CLARISSA MARIE M. GOZOS
GABRIEL ROBERTO ORESTES. T. CADIZ
KIM M. FLORES
DENISE S. CARIÑO
JOHN MARI EMMANUEL Y. DE OCAMPO
ANDREA NICOLE F. FADRILAN
ATHENA JOY R. GENILAN
SHAULA C. FLORESTA
ANNE HILLARY PAULINE V. VILLENA
MA. LUISA B. CUENCA
SAMANTHA VALERIE T. MORALES
CLARISA YSABEL R. CONCEPCION
HANNAH LOUISE B. LEE
JUAN ANTONIO S. SANTIAGO

Special Counsels

MARY ELOISE UYCHIAT-TIROL
CRISELA L. BERNARDINO
ELIZABETH B. OPEÑA

PUNOLAW

06 July 2026

SANGGUNIAN PANLALAWIGAN OF LEYTE
Leyte Provincial Government Complex
West Bypass Road, Brgy. Guindapunan
6501 Palo, Leyte Philippines
leyte.prov@yahoo.com

Through: HON. LEONARDO M. JAVIER, JR.
Provincial Vice Governor

Re: In the Matter of the Application for the Approval of the Emergency Power Supply Agreement (EPSA) between San Jose City Electric Cooperative (SAJELCO) and Energy Development Corporation (EDC), with Motion for Confidential Treatment of Information

Dear Hon. Javier,

We write on behalf of our client, Energy Development Corporation (“EDC”), the co-applicant for a joint application for the approval of the Emergency Power Supply Agreement (“EPSA”) between EDC and San Jose City Electric Cooperative (“SAJELCO”) (collectively, the “Co-Applicants”), Inc. dated 18 March 2026.

The Co-Applicants filed a joint application with the Energy Regulatory Commission (“ERC”) for the approval of the EPSA (the “Joint Application”), which was docketed as ERC Case No. 2026-091 RC on 19 June 2026.

Pursuant to, and in compliance with, the Order dated 03 July 2026 issued by the ERC in relation to the Joint Application, EDC respectfully furnishes your good Office with copies of the following:

- (1) ERC’s Order dated 03 July 2026;
- (2) Notice of Virtual Hearing dated 03 July 2026; and
- (3) Annex “A” or a copy of the Joint Application.

In accordance with the ERC directives, we likewise respectfully request that the enclosed documents be posted on the official bulletin board of your Office for the information of the public and all interested stakeholders.

Further, we respectfully request the issuance of a Certification, bearing the dry seal of your Office, confirming receipt and posting of the enclosed documents, indicating the period during which the same were posted, for submission to the ERC as proof of compliance with its directives. For your convenience, we are also attaching a sample Certificate of Posting.

Thank you.

Item No.: 18

Date: 04 2026 AUG

JUSTICE RICARDO C. PUNO, SR.
RICARDO V. PUNO, JR.,**
Founding Partners

ROSELLA PUNO MAPA
Managing Partner Emeritus

* January 4, 1923 – July 25, 2018

** January 20, 1946 – February 15, 2022

Sangguniang Panlalawigan
Province of Leyte

RECEIVED

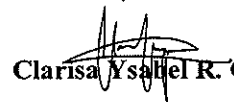
Date: JUL 24 2026
By: Divina D. Zaldam

Sincerely,

PUNO AND PUNO

By:


Joseph Vincent B. Alvaera


Clarisa Ysabel R. Concepcion

Republic of the Philippines
ENERGY REGULATORY COMMISSION
Pasig City

IN THE MATTER OF THE
APPLICATION FOR THE
APPROVAL OF THE
EMERGENCY POWER
SUPPLY AGREEMENT
(EPSA) BETWEEN ENERGY
DEVELOPMENT
CORPORATION (EDC) AND
SAN JOSE CITY ELECTRIC
COOPERATIVE (SAJELCO)
WITH MOTION FOR
CONFIDENTIAL
TREATMENT OF
INFORMATION,

Sangguniang Panlalawigan
Province of Leyte

RECEIVED

Date: JUL 24 2026
By: [Signature] 10:30am

ERC CASE NO. 2026-091 RC

ENERGY DEVELOPMENT
CORPORATION (EDC) AND
SAN JOSE CITY ELECTRIC
COOPERATIVE (SAJELCO)

Promulgated:

Applicants.

July 03, 2026

X-----X

ORDER

On 19 June 2026, Energy Development Corporation (EDC) and San Jose City Electric Cooperative (SAJELCO) filed a *Joint Application* dated 25 May 2026, seeking the Commission's approval of their Emergency Power Supply Agreement (EPSA), with prayer for confidential treatment of information.

The docketed copy of the *Joint Application*, excluding its annexes, is attached as Annex "A" of the *Notice of Virtual Hearing*.

Finding the *Joint Application* to be sufficient in form and with the required fees having been paid, the Commission hereby sets the

same for hearing, pursuant to the pertinent rules of the Commission, as follows:

Date and Time	Platform	Activity
04 August 2026 (Tuesday) at nine o'clock in the morning (9:00 A.M.)	Microsoft Teams	Determination of compliance with jurisdictional requirements and Expository Presentation
11 August 2026 (Tuesday) at nine o'clock in the morning (9:00 A.M.)		Pre-Trial Conference and Presentation of Evidence

Accordingly, Applicants are hereby directed to mirror the virtual hearings, to be hosted by the Commission, at **SAJELCO's principal office at Maharlika Road, Abar 1st, San Jose City, Nueva Ecija 3121, Philippines** as the designated venue for the conduct thereof and ensure that the same is open to the public. Moreover, Applicants shall guarantee that, during the conduct of the expository presentation, the participation of the public shall not be impaired.

RELATIVE THERETO, Applicants are hereby directed to:

- 1) Cause the publication of the attached *Notice of Virtual Hearing*, including Annex "A" thereof, in two (2) newspapers of nationwide circulation in the Philippines at their own expense, twice (2x) within two (2) successive weeks, the dates of publication not being less than seven (7) days apart, and the date of the last publication to be made not later than ten (10) days before the date of the scheduled virtual hearing;
- 2) Furnish with copies of this *Order* and the attached *Notice of Virtual Hearing*, including Annex "A" thereof, the Offices of the Provincial Governor, the Mayors, and their respective Local Government Unit (LGU) legislative bodies within SAJELCO's franchise area for the appropriate posting thereof on their respective bulletin boards;
- 3) Inform the consumers within SAJELCO's franchise area, by any other means available and appropriate, of the filing *Joint Application*, their reasons therefor, and of the scheduled virtual hearings;

- 4) Furnish with copies of this *Order* and the attached *Notice of Virtual Hearing*, including Annex “A” thereof, the Office of the Solicitor General (OSG), the Commission on Audit (COA), and the Committees on Energy of both Houses of Congress. They are hereby requested, if they so desire, to send their duly authorized representatives and attend the scheduled hearings; and
- 5) Furnish with copies of the *Joint Application* and its attachments, except those subject of a motion for confidential treatment of information, all those making requests therefor, subject to reimbursement of reasonable photocopying costs.

Within five (5) calendar days prior to the date of the initial virtual hearing, Applicants must submit to the Commission via electronic mail (e-mail) at docket@erc.ph, and copy furnish the Legal Service through legal@erc.ph, the scanned copies of their written compliance with the aforementioned jurisdictional requirements, attaching the following methodically arranged and duly marked documents:

- 1) The evidence of publication of the attached *Notice of Virtual Hearing*, including Annex “A” thereof, consisting of affidavits of the Editors or Business Managers of the newspapers where the same were published, and the complete issues of the said newspapers;
- 2) The evidence of actual posting of this *Order* and the attached *Notice of Virtual Hearing* including Annex “A” thereof, consisting of certifications issued to that effect, signed by the aforementioned Governor, Mayors and LGU legislative bodies or their duly authorized representatives, bearing the seals of their offices;
- 3) The evidence of other means employed by Applicants to inform the consumers within SAJELCO’s franchise area of the filing of the *Joint Application*, their reasons therefor, and of the scheduled hearings;
- 4) The evidence of receipt of copies of this *Order* and the attached *Notice of Virtual Hearing* including Annex “A” thereof, by the OSG, the COA, and the Committees on Energy of both Houses of Congress;

- 5) The evidence of receipt of copies of the *Joint Application* and its attachments, by all those making requests therefor, if any; and
- 6) Such other proof of compliance with the requirements of the Commission.

Moreover, SAJELCO and EDC are hereby required to post on their bulletin boards, the scanned copies of the foregoing jurisdictional requirements and to submit the proof of posting thereof.

Applicants SAJELCO and EDC and all interested parties are also required to submit via e-mail at doCKET@erc.ph, and copy furnish the Legal Service through legal@erc.ph, **at least five (5) calendar days** before the date of the scheduled virtual hearing and Pre-trial Conference, their respective Pre-Trial Briefs containing, among others:

- 1) A summary of admitted facts and proposed stipulation of facts;
- 2) The issues to be tried or resolved;
- 3) The documents or exhibits to be presented, stating the purposes and proposed markings thereof, which must be attached to the Pre-Trial Brief; and
- 4) The names of the witnesses, with their written testimonies in a Judicial Affidavit from attached to the Pre-Trial Brief.

Applicants SAJELCO and EDC must ensure that all the documents or exhibits proposed to be presented have already been duly submitted to the Commission **at least five (5) calendar days** before the date of the scheduled virtual hearing and Pre-Trial Conference pursuant to the preceding paragraph.

Failure of SAJELCO and EDC to comply with the above requirements within the prescribed period shall be a ground for cancellation of the scheduled hearings.

Applicants SAJELCO and EDC must also be prepared to make an expository presentation of the *Joint Application*, aided by whatever communication medium that it may deem appropriate for the purpose, in order to put in plain words and explain, for the benefit of the consumers and other concerned parties, the nature of the *Joint Application*. Relevant information and pertinent details substantiating

the reasons and justifications for the *Joint Application* must be cited in support thereof.

Applicants SAJELCO and EDC are hereby directed to file a copy of their Expository Presentation via e-mail at doCKET@erc.ph, copy furnish the Legal Service through legal@erc.ph, **at least five (5) calendar days** prior to the scheduled virtual hearing. Applicants are also required to provide a copy of their Expository Presentation to any stakeholder requesting therefor **at least five (5) calendar days** prior to the scheduled virtual hearing.

Applicants SAJELCO and EDC and interested parties are hereby directed to submit, through personal service, registered or ordinary mail/private courier, all the pleadings and required submissions, **within five (5) working days** from the date the same were electronically submitted, as reflected in the acknowledgment receipt e-mail sent by the Commission.

Finally, Applicants, including their authorized representatives and witnesses, and interested parties who wish to attend the scheduled virtual hearings are hereby directed to provide the Commission, through legal.virtualhearings@erc.ph, their respective e-mail addresses upon receipt of this *Order*. The Commission will send the access link/s to the aforementioned hearing platform within five (5) working days prior to the scheduled hearings.

SO ORDERED.

Pasig City.

FOR AND BY AUTHORITY OF THE
COMMISSION:

Maria Corazon C. Gines

ATTY. MARIA CORAZON C. GINES*
Director III, Legal Service


LS: MCHB/RCD

* Authority granted during Commission Meeting on 20 August 2025.

ERC CASE NO. 2026-091 RC
ORDER
PAGE 6 OF 7

Copy Furnished:

1. San Jose City Electric Cooperative
Co-Applicant
Maharlika Road, Abar 1st
San Jose City, Nueva Ecija 3121, Philippines
2. Atty. Dick Francisco Fernandez
Counsel for Applicant SAJELCO
fernandez_lawoffice@yahoo.com
3. Energy Development Corporation
Co-Applicant
9/F Rockwell Business Center Tower 3
Ortigas Avenue, Pasig City 1604, Philippines
4. Puno and Puno
Counsel for Co-Applicant EDC
33rd Floor, The Podium West Tower
12 ADB Avenue, Ortigas Center, Mandaluyong City 1550
ibalvaera@punolaw.com ;
cacaminade@punolaw.com ;
crconcepcion@punolaw.com
5. Office of the Solicitor General (OSG)
134 Amorsolo Street, Legaspi Village, Makati City
docket@osg.gov.ph
6. Commission on Audit (COA)
Commonwealth Avenue, Quezon City
citizensdesk@coa.gov.ph
7. Senate Committee on Energy
GSIS Building, Roxas Boulevard, Pasay City
senateenergycommittee@gmail.com
8. House Committee on Energy
Batasan Hills, Quezon City
committee.energy@house.gov.ph
9. Office of the Governor
Province of Nueva Ecija
10. Office of the LGU Legislative Body
Province of Nueva Ecija
11. Office of the City Mayor
City of San Jose
12. Office of the LGU Legislative Body
City of San Jose
13. Office of the City Mayor
Science City of Muñoz
14. Office of the LGU Legislative Body
Science City of Muñoz
15. Office of the City Mayor
Carrangalan, Nueva Ecija
16. Office of the LGU Legislative Body
Carrangalan, Nueva Ecija
17. Office of the City Mayor
Llanera, Nueva Ecija

ERC CASE NO. 2026-091 RC
ORDER
PAGE 7 OF 7

18. Office of the LGU Legislative Body
Llanera, Nueva Ecija
19. Regulatory Operations Service (ROS)
Energy Regulatory Commission
14F Exquadra Tower, Jade 1 Drive, Pasig City
ros@erc.ph

Republic of the Philippines
ENERGY REGULATORY COMMISSION
Pasig City

**IN THE MATTER OF THE
APPLICATION FOR THE
APPROVAL OF THE
EMERGENCY POWER
SUPPLY AGREEMENT
(EPSA) BETWEEN ENERGY
DEVELOPMENT
CORPORATION AND SAN
JOSE CITY ELECTRIC
COOPERATIVE (SAJELCO)
WITH MOTION FOR
CONFIDENTIAL
TREATMENT OF
INFORMATION,**

ERC CASE NO. 2026-091 RC

**ENERGY DEVELOPMENT
CORPORATION (EDC) AND
SAN JOSE CITY ELECTRIC
COOPERATIVE (SAJELCO),**

Promulgated:

Applicants.

July 03, 2026

X-----X

NOTICE OF VIRTUAL HEARING

TO ALL INTERESTED PARTIES:

Notice is hereby given that on 19 June 2026, Energy Development Corporation (EDC) and San Jose City Electric Cooperative (SAJELCO) filed a *Joint Application* dated 25 May 2026, seeking the Commission's approval of their Emergency Power Supply Agreement (EPSA), with motion for confidential treatment of information.

The docketed copy of the *Joint Application*, excluding its annexes, is attached as Annex "A" of the *Notice of Virtual Hearing*.

The Commission has set the instant *Joint Application* for hearing, pursuant to the pertinent rules of the Commission, as follows:

ERC CASE NO. 2026-091 RC
NOTICE OF VIRTUAL HEARING
PAGE 2 OF 4

Date and Time	Platform	Activity
04 August 2026 (Tuesday) at nine o'clock in the morning (9:00 A.M.)	Microsoft Teams	Determination of compliance with jurisdictional requirements and Expository Presentation
11 August 2026 (Tuesday) at nine o'clock in the morning (9:00 A.M.)		Pre-Trial Conference and Presentation of Evidence

Accordingly, Applicants are hereby directed to mirror the virtual hearings, to be hosted by the Commission, at **SAJELCO's principal office at Maharlika Road, Abar 1st, San Jose City, Nueva Ecija 3121, Philippines** as the designated venue for the conduct thereof and ensure that the same is open to the public. Moreover, Applicants shall guarantee that, during the conduct of the expository presentation, the participation of the public shall not be impaired.

Any interested stakeholder may submit its comments and/or clarifications at least **one (1) calendar day** prior to the scheduled initial virtual hearing, via e-mail at doCKET@erc.ph, copy furnish the Legal Service through legal@erc.ph. The Commission shall give priority to the stakeholders who have duly submitted their respective comments and/or clarifications, to discuss the same and propound questions during the course of the expository presentation.

Moreover, all persons who have an interest in the subject matter of the instant case may become a party by filing with the Commission via e-mail at doCKET@erc.ph, and copy furnishing the Legal Service through legal@erc.ph, a verified Petition to Intervene at least **five (5) calendar days** prior to the date of the initial virtual hearing. The verified Petition to Intervene must follow the requirements under Rule 9 of the ERC Revised Rules of Practice and Procedure, indicating therein the docket number and title of the case, and state the following:

- 1) The petitioner's name, mailing address, and e-mail address;
- 2) The nature of petitioner's interest in the subject matter of the proceeding and the way and manner in which such interest is affected by the issues involved in the proceeding; and
- 3) A statement of the relief desired.

ERC CASE NO. 2026-091 RC
NOTICE OF VIRTUAL HEARING
PAGE 3 OF 4

Likewise, all other persons who may want their views known to the Commission with respect to the subject matter of the case may file through e-mail at doCKET@erc.ph, copy furnish the Legal Service through legal@erc.ph, their Opposition or Comment thereon at least five (5) calendar days prior to the initial virtual hearing and subject to the requirements under Rule 9 of the ERC Revised Rules of Practice and Procedure. No particular form of Opposition or Comment is required, but the document, letter, or writing should contain the following:

- 1) The name, mailing address, and e-mail address of the person;
- 2) A concise statement of the Opposition or Comment; and
- 3) The grounds relied upon.

All interested parties filing their Petition to Intervene, Opposition or Comment are required to submit the hard copies thereof through personal service, registered mail, or ordinary mail/private courier, **within five (5) working days** from the date that the same were electronically submitted, as reflected in the acknowledgement receipt e-mail sent by the Commission.

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ERC CASE NO. 2026-091 RC
NOTICE OF VIRTUAL HEARING
PAGE 4 OF 4

Finally, all interested persons may be allowed to join the scheduled virtual hearings by providing the Commission, through legal.virtualhearings@erc.ph, their respective e-mail addresses, indicating therein the case number of the instant *Application*. The Commission will send the access link/s to the aforementioned hearing platform within five (5) working days prior to the scheduled hearings.

WITNESS, the Honorable Chairperson and Chairperson **FRANCIS SATURNINO C. JUAN** and the Honorable Commissioners **FLORESINDA G. BALDO-DIGAL**, **MARKO ROMEO L. FUENTES**, **AMANTE A. LIBERATO** and **PARIS G. REAL**, Energy Regulatory Commission, in Pasig City.

FOR AND BY AUTHORITY OF THE
COMMISSION:

Maria Corazon C. Gines

ATTY. MARIA CORAZON C. GINES*
Director III, Legal Service

File of [Signature]
LS: MCHB/ RCD

* Authority granted during Commission Meeting on 20 August 2025.

Republic of the Philippines
ENERGY REGULATORY COMMISSION
1 Jade Drive, Ortigas Center, Pasig City

IN THE MATTER OF THE
APPLICATION FOR THE
APPROVAL OF THE EMERGENCY
POWER SUPPLY AGREEMENT
(EPSA) BETWEEN ENERGY
DEVELOPMENT CORPORATION
(EDC) AND SAN JOSE CITY
ELECTRIC COOPERATIVE
(SAJELCO) WITH MOTION FOR
CONFIDENTIAL TREATMENT OF
INFORMATION,

Sangguniang Panlalawigan
Province of Leyte
RECEIVED
Date: JUL - 24 2026
By: June 10:30am

ERC CASE NO. 2026-091 - RC

June 19, 2026

ENERGY DEVELOPMENT
CORPORATION (EDC) AND SAN
JOSE CITY ELECTRIC
COOPERATIVE (SAJELCO),

Applicants.

X-----X

JOINT APPLICATION

(With Motion for Confidential Treatment of Information)

Applicants **ENERGY DEVELOPMENT CORPORATION**
("EDC") and **SAN JOSE CITY ELECTRIC COOPERATIVE**
("SAJELCO"), through the undersigned counsel and unto this Honorable
Commission, most respectfully state:

PARTIES

1. Co-Applicant EDC is a power generation company duly
organized and existing under and by virtue of the laws of the Republic of the
Philippines, with office address at the 9/F Rockwell Business Center Tower
3, Ortigas Avenue, Pasig City 1604, Philippines.

Attached are EDC's latest Articles of Incorporation¹ and By-Laws.² EDC is represented by its Vice-President, Gabriel S. Vergara, who has been authorized by its Board of Directors to file the Joint Application, as evidenced by the Secretary's Certificate dated 16 March 2026.³

2. Co-Applicant SAJELCO is a distribution utility ("DU") and an electric cooperative ("EC") duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Maharlika Road, Abar 1st, San Jose City, Nueva Ecija 3121, Philippines.

Attached is SAJELCO's Certificate of Compliance⁴ issued by the National Electrification Administration ("NEA"), as well as its Articles of Cooperation⁵. SAJELCO is represented by its General Manager, Engr. Cesar B. Ubungin, and has been authorized by its Board of Directors to file the Joint Application, as evidenced by Board Resolution No. 02-363, Series of 2026 dated February 20, 2026.⁶

3. The Applicants may be served with notices and other processes of this Honorable Commission through their respective counsels at the address indicated below.

4. Pursuant to Rule 20(B) of the 2020 Revised Energy Regulatory Commission ("ERC") Rules of Practice and Procedure ("ERC Rules"), and other pertinent rules and regulations, this Joint Application is being submitted to this Honorable Commission for approval of the Emergency Power Supply Agreement dated March 18, 2026 between EDC and SAJELCO (the "EPSA").

NATURE OF THE APPLICATION

5. The Joint Application for Approval of the EPSA is being submitted to the Honorable Commission for its review and approval pursuant to Republic Act No. 9136, or the Electric Power Industry Act of 2001 ("EPIRA"), Sections 25 and 45(b); Implementing Rules and Regulations, Rule 5, Section 4(e) and Rule 11, Section 5; ERC Rules of Practice and Procedure, Rule 20(B); and other pertinent rules and regulations.

6. Pursuant to ERC Resolution No. 7, Series of 2026, or the Amended Implementing Guidelines for Procurement, Execution, and Evaluation of Power Supply Agreements Entered Into by Distribution Utilities

¹ A copy of EDC's Articles of Incorporation is attached as Annex "08-A".

² A copy of EDC's By-Laws is attached as Annex "08-B".

³ A copy of EDC's Secretary's Certificate dated 16 March 2026 is attached as Annex "E".

⁴ A copy of SAJELCO's Certificate of Compliance issued by the NEA is attached as Annex "L".

⁵ A copy of SAJELCO's Articles of Cooperation is attached as Annex "M".

⁶ A copy of SAJELCO's Board Resolution No. 02-363, Series of 2026 dated February 20, 2026 is attached as Annex "E-I".

for the Supply of Electricity to their Captive Market (“**2026 Amended ERC CSP Guidelines**”), power supply intended to meet the electricity demand of the DU’s⁷ captive market shall be procured through a competitive selection process.⁸ Conduct of the competitive selection process, however, shall not be required under limited instances specified in Section 2.3 of Department of Energy (“**DOE**”) Department Circular No. DC 2023-06-00021 (“**2023 DOE CSP Circular**”) and Section 3 of DOE Department Circular No. DC 2025-10-0022 (“**2025 DOE Circular**”).⁹

7. The instances where the conduct of competitive selection process shall not be required includes the negotiated procurement of emergency power supply wherein the agreement shall have a maximum and non-extendible period of one (1) year from its execution.

8. This Joint Application is for the review and approval of the EPSA between SAJELCO and EDC.

STATEMENT OF FACTS

9. SAJELCO was granted the exclusive franchise to own and operate a system for the distribution of electricity in San Jose City, Nueva Ecija (“**Franchise Area**”) pursuant to Presidential Decree No. 269.

10. EDC owns and operates the Unified Leyte Geothermal Power Plant Complex (“**ULGPP**”) with an installed capacity of approximately 547 megawatts (“**MW**”),¹⁰ located in Ormoc City and Kananga Municipality in the Province of Leyte. The plant generates renewable energy for sale to DUs, ECs, and retail electricity suppliers.

11. Sometime in 2015, SAJELCO and Masinloc Power Partners Co. Ltd. (“**MPPCL**”) filed a Joint Application for the approval of their Power Supply Agreement (“**PSA**”) before this Honorable Commission. The case was docketed as ERC Case No. 2015-193 RC, covering the procurement of a long-term power supply within the Franchise Area.

12. On May 3, 2019, while ERC Case No. 2015-193 RC was pending, the Supreme Court promulgated a Decision in the case of *Alyansa Para sa Bagong Pilipinas, Inc. v. ERC*.¹¹ In its ruling, the Supreme Court required that all applications for the approval of PSAs filed with the ERC on

⁷ Distribution Utility refers to any Electric Cooperative, private corporation, government-owned utility, or existing local government unit, with an exclusive franchise or is authorized by law to distribute electricity to end-users.

⁸ 2026 Amended CSP Guidelines, Section 4.

⁹ 2026 Amended CSP Guidelines, Section 5.

¹⁰ The Department of Energy (DOE) issued a letter dated 5 March 2026 confirming the decommissioning of the 149,440 MW Upper Mahiao Geothermal Combined Cycle Units (GCCU) 1 to 4 with earliest Effective Decommissioning Date of 30 November 2026.

¹¹ G.R. No. 227670.

or after June 30, 2015 comply with the Competitive Selection Process (“**CSP**”) requirement under DOE Department Circular No. DC 2018-02-0003 (the “**2018 DOE CSP Circular**”).

13. On September 20, 2019, this Honorable Commission issued an Order dated September 11, 2019 directing all affected parties to comply with the 2018 DOE CSP Circular and to submit a DOE Certification attesting to such compliance within ninety (90) days from receipt of the said Order.

14. SAJELCO undertook earnest efforts to comply with this Honorable Commission’s Order. SAJELCO submitted its Terms of Reference (“**TOR**”) to the NEA for the latter’s approval in order to begin the conduct of CSP per the 2018 DOE CSP Circular.

15. However, months passed, and the NEA did not act on SAJELCO’s TOR submission.

16. Eventually, because of NEA’s inaction and despite SAJELCO’s efforts to conduct its own CSP, SAJELCO and MPPCL ultimately missed the ninety (90)-day period within which they were ordered by this Honorable Commission to comply with the 2018 DOE CSP Circular, requiring the conduct of a CSP.

17. Thereafter, the Joint Application between SAJELCO and MPPCL was dismissed by this Honorable Commission for the parties’ failure to comply with the Order dated September 11, 2019, and the CSP Policy under the 2018 DOE CSP Circular.

18. SAJELCO and MPPCL filed their Motion for Reconsideration, stating that NEA failed to act on the submission of their TOR, but the same was denied by this Honorable Commission in its Order dated March 1, 2023. Thus, SAJELCO and MPPCL were ordered to immediately stop the implementation of their PSA.

19. Since the termination of the PSA between SAJELCO and MPPCL, in the interim, SAJELCO had been addressing the deficiency by relying on the Wholesale Electricity Spot Market (“**WESM**”).

20. The exposure to the volatile prices in the WESM led SAJELCO to seek a generating company to supply its power supply requirements and meet the increasing demand within its Franchise Area in the least cost manner. Thus, SAJELCO sought proposals from different generating companies to enter into a negotiated procurement of power supply. Sual Power, Inc. (“**SPI**”) and GN Power Ltd. Co. (“**GN Power**”) submitted their proposals. After evaluation, SAJELCO considered SPI’s proposal more cost-effective, efficient and advantageous to SAJELCO. Moreover, the immediately available power supply from SPI would prevent possible exposure of its

consumers to the volatile prices of the WESM. Thus, on December 22, 2023, SAJELCO and SPI executed an EPSA.

21. Thereafter, SAJELCO and SPI filed a Joint Application for the approval of the EPSA before this Honorable Commission, and the same was docketed as ERC Case No. 2024-092. To this date, the Joint Application remains pending, despite the conclusion of their presentation of evidence and formal offer of evidence.

22. The EPSA between SAJELCO and SPI was only for a period of one (1) year from December 23, 2023, and was about to expire. Thus, SAJELCO again undertook to look for a generating company for the immediate supply of power requirements in the most cost-effective manner. In the interim, SAJELCO relied on the WESM.

23. After soliciting proposals from generating companies, GN Power and Masinloc Power Co. Ltd. (“MPCL”) submitted their offers. Eventually, MPCL’s proposal was determined to be more advantageous to SAJELCO and its consumers for being more cost-effective and efficient. Moreover, the immediate power supply from MPCL would prevent possible exposure of its consumers to the volatile prices of the WESM. Thus, on March 7, 2025, SAJELCO and MPCL executed the EPSA which was set to expire on February 25, 2026.

24. Thereafter, SAJELCO and MPCL filed a Joint Application for the approval of the EPSA before this Honorable Commission, and the same was docketed as ERC Case No. 2025-121 RC. To this date, the Joint Application remains pending before this Honorable Commission.

25. In January 2026, SAJELCO received information from the NEA that SAJELCO will be included in the aggregated CSP which consolidates the power requirements of participating ECs to achieve greater efficiency, transparency, and competitiveness in procurement.¹²

26. Upon inquiry of the timeline of the said aggregation, it was projected that the conduct, evaluation, and eventual award of contracts under the aggregated CSP for SAJELCO’s long-term power supply will extend until December 2026, considering the procedural, technical, and regulatory steps involved.

27. At that point, the EPSA between SAJELCO and MPCL was already set to expire on February 25, 2026. At the same time, SAJELCO had been experiencing a continuing increase in load demand within its Franchise

¹² A copy of the Notices from NEA dated January 13, 2026 and February 04, 2026 are attached as **Annexes “R”** and **“S”**, respectively.

Area due to the continuous growth of residential, commercial, and other electricity-consuming activities.

28. Considering that the conduct, evaluation, and eventual award of contracts under the aggregated CSP (which SAJELCO was a participant of) are projected to extend until, at the very least, December 2026, coupled with the impending expiration of the EPSA on February 25, 2026, as well as the need to ensure the continuity and reliability of power supply within the Franchise Area, SAJELCO was constrained to undertake a negotiated procurement of power supply.¹³

29. On January 27, 2026, SAJELCO notified the DOE, the NEA, and this Honorable Commission of the force majeure event and the need to secure an EPSA. The Notice was sent through courier and electronically to the respective email addresses of the DOE, the NEA, and this Honorable Commission.¹⁴

30. In accordance with ERC Resolution No. 16, Series of 2023, or the Implementing Guidelines for Procurement, Execution, and Evaluation of Power Supply Agreements Entered Into by Distribution Utilities for the Supply of Electricity to their Captive Market (“**2023 ERC CSP Guidelines**”), SAJELCO underwent a Negotiated Procurement for another EPSA. On January 27, 2026, SAJELCO solicited proposals from different generating companies for an EPSA. MPCL and herein Co-Applicant EDC thereafter submitted their proposals.

31. After evaluation, SAJELCO considered Co-Applicant EDC’s offer¹⁵ of baseload power supply of ten (10) MW from EDC’s ULGPP to be more cost-effective and advantageous to SAJELCO.

32. Pursuant thereto, SAJELCO issued a Notice of Award¹⁶ in favor of EDC.

33. Following negotiations between herein Applicants, SAJELCO and EDC executed the subject EPSA on March 18, 2026.¹⁷

34. In view of the foregoing, herein Applicants respectfully file this Joint Application seeking the approval of the EPSA between SAJELCO and EDC.

¹³ A copy of the Affidavit on the Write-Up/Details of the Force Majeure Event is attached as **Annex “K”**.

¹⁴ A copy of the Notices to the DOE, ERC, and NEA, with proof of email transmittal are respectively attached as **Annexes “J”, “J-1”, and “J-2”**.

¹⁵ A copy of the Offer Letter dated February 15, 2026 is attached as **Annex “P”**.

¹⁶ A copy of the Notice of Award is attached as **Annex “Q”**.

¹⁷ A copy of the Emergency Power Supply Agreement dated March 18, 2026 is attached as **Annex “02”**.

35. The Applicants initiated the filing of this Joint Application within thirty (30) days¹⁸ from the execution of the EPSA.¹⁹

SALIENT FEATURES OF THE EPSA

36. The EPSA between SAJELCO and EDC contains the following salient features:

SECTION 2. SALE AND PURCHASE OF ENERGY / CAPACITY

Subject to and in accordance with the terms of this Agreement, Seller shall make available and sell to Buyer, and Buyer shall purchase from Seller the Contract Capacity and MMCE (as defined in Section 5.2.1) and specified in Schedule 2 (Contract Capacity and Minimum Monthly Contract Energy), at the Delivery Points specified in Schedule 3 (Take Off and Delivery Points), and at the rates specified in Schedule 4 (Contract Price) from the Supply Commencement Date until the expiry of the Contract Term.

x x x

SECTION 3. CONTRACT TERM

3.1 This Agreement shall commence from Effective Date and continue in effect until 25 February 2027, or unless sooner terminated in accordance with this Agreement ("Contract Term").

x x x

3.3 Supply Commencement Date

Seller shall commence Supply of Contract Capacity to Buyer pursuant to this Agreement on Supply Commencement Date. The Supply Commencement Date shall be the first Day of the Billing Period following the Parties' confirmation that all the Conditions Precedent for Supply as stated in Section 3.2 have been complied with.

x x x

SECTION 4. PLANT

¹⁸ A copy of the ERC's Email Acknowledgement confirming completion of the ERC Pre-Filing Form dated March 25, 2026 is attached as **Annex "U"**.

¹⁹ 2026 Amended CSP Guidelines, Section 26. The provision states:

Section 26. Filing of the Application – The PSA or EPSA application shall be a joint responsibility of the DU and the Winning Bidder (or Captive Market Supplier, in the case of EPSAs). Within thirty (30) calendar days from execution of the PSA or EPSA, the parties thereto shall initiate the filing of their joint application with the ERC in accordance with Sections 23 and 25 hereof.

Seller shall Supply the Contract Capacity, in whole or in part, from the Plant. Under circumstances allowed by Applicable Laws and in accordance with prudent utility practice, Seller may Supply from Other Source(s) subject to the operating procedures of the System Operator, Market Operator, and Central Registration Body, and the terms and conditions hereunder.

X X X

SECTION 8. OUTAGES

8.1 There shall be no plant outage allowance. Except as provided in Section 8.2, Seller is obliged to Supply the Contract Capacity during outages ("Replacement Power") which shall be charged to and paid by Buyer at the Contract Price.

8.2 Seller shall not be obliged to Supply Contract Capacity or any portion thereof during deration or outages arising from or caused by Force Majeure events.

X X X

SECTION 9. REPLACEMENT POWER

9.1 Except when supply is unavailable due to an event of Force Majeure, Replacement Power within the Contract Capacity will be provided by Seller and paid for by Buyer at the Contract Price

9.2 In case of an event of Force Majeure, Seller is not obligated to supply to Buyer, but if requested by Buyer, Seller may, but is not obligated to, provide Replacement Power to be paid by Buyer based on the actual cost of procuring the Replacement Power.

SECTION 10. FEES, PAYMENT AND BILLING

10.1 Monthly Fees

For each Billing Period, Buyer shall pay to Seller the Monthly Fee equivalent to the rate (PhP/kWh) set out in Schedule 4 (Contract Price) ("Contract Price") multiplied by Billing Energy for every Billing Period.

The Monthly Fee shall be the product of: (i) the Contract Price, and the (ii) Billing Energy payable in Philippine Pesos (PHP), computed as follows:

$$\text{Monthly Fee} = \text{Contract Price (PhP/kWh)} \times \text{Billing Energy for the Billing Period}$$

In respect of each Billing Period within the Contract Term, Buyer shall pay the Monthly Fee to Seller in accordance with Schedule 4 (Contract Price), provided that Buyer shall not be made to pay for capacity that it can no longer accept due to an event of Force Majeure.

For the avoidance of doubt, even if Buyer has not fully taken the MMCE in any Billing Period, the Billing Energy for purposes of computing the Monthly Fee shall nevertheless be based on the MMCE for such Billing Period. Schedule 4 (Contract Price) illustrates a sample computation of the charges applicable in respect of the MMCE.

10.2 Billing and Payment Procedure

10.2.1 The Monthly Fee shall be subject to other charges, for the account of Buyer which shall include, among others:

- a. All WESM purchases and charges associated with all energy consumed by Buyer in excess of the Contract Capacity;
- b. Value Added Tax ("VAT") (as may be applicable);
- c. Any and all power delivery charges, transmission fees, load imbalance charges and site-specific loss adjustments, ancillary services fees, and other similar charges and expenses; and
- d. Other similar charges, fees and expenses, owing to or as billed by the Market Operator, excluding line rental charges.

10.2.2 Payments to be made under this Agreement shall be made through bank deposit or electronic bank transfer to the bank accounts specified by Seller in the invoice. Any and all bank charges in connection with Buyer's payment hereunder shall be borne solely by Buyer. Buyer shall not withhold or set-off any amount (disputed or otherwise) or counterclaim due from Seller arising out of or in connection with this Agreement.

10.2.3 Within thirteen (13) Days from the close of every Billing Period, Seller shall deliver to Buyer an invoice showing the Monthly Fee due for such Billing Period. The invoice shall be issued in electronic form.

An invoice shall be regarded as delivered to and received by Buyer upon the sending of an electronic copy thereof to Buyer, at the date and time indicated in the electronic copy on which the transmission was made.

10.2.4 Without necessity of demand, Buyer shall pay Seller the Monthly Fee as stated in such invoice, not later than the twenty-fifth (25th) of the calendar month following the close of a Billing Period ("Due Date"). If the Due Date falls on a Day that is not a Business Day, then payment must be made or done on the immediately succeeding Business Day. All payments shall be made by Buyer to Seller in Philippine Pesos.

10.2.5 The failure by Seller to deliver to Buyer an invoice within the period stated in Section 10.2.3 shall not prevent Seller from thereafter issuing an invoice to Buyer for that Billing Period. Seller may, at any time (and notwithstanding that Buyer may have disputed, protested or questioned an invoice), amend, revise, or modify any and all of its invoice(s), in whole or in part, for any and all amounts that may otherwise be due and payable to Seller.

X X X

SCHEDULE 2

Contract Capacity and Minimum Monthly Contract Energy*

Contract Capacity, kW	10,000
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Billing Period	Minimum Monthly Contract Energy (kWh)
March 2026	5,376,000
April 2026	5,952,000
May 2026	5,760,000
June 2026	5,952,000
July 2026	5,760,000
August 2026	5,952,000
September 2026	5,952,000
October 2026	5,760,000
November 2026	5,952,000
December 2026	5,760,000
January 2027	5,952,000
February 2027	5,952,000

** Equivalent to 80% of the Contract Capacity multiplied by the number of hours for the applicable Billing Period.*

X X X

SCHEDULE 4

Contract Price

(in Php/kWh), VAT exclusive

I. The Contract Price shall be equal to:

$$\text{Contract Price} = \text{CRF}_{\text{ALF}} + \text{FOMF}_{\text{ALF}} + \text{VOMF}$$

Note: Contract Price is inclusive of administration fee for trading in the WESM done by Seller for the duration of this EPSA, considering Seller is the sole supplier of Buyer. Should there be multiple suppliers for SAJELCO, there will be an additional administration fee that will be charged subject to agreement of both Parties.

<i>Contract Price, P/kWh</i>	<i>CRF*, P/kWh</i>	<i>FOMF*, P/kWh</i>	<i>VOMF*, P/kWh</i>
4.4034	1.5000	1.0779	1.8255

**Contract Price is subject to CUF Table as indicated in Schedule 4 of the Emergency Power Supply Agreement between SAJELCO and EDC.*

Where:

- CRF_{ALF} is the Capital Recovery Fee and FOMF_{ALF} is the Fixed Operation and Maintenance Fee with values for different Capacity Utilization Factors (CUF) or Applicable Load Factors (ALF).
- The Capital Recovery Fees and Fixed Operation and Maintenance Fees tabulated below shall be fixed throughout the term of the Agreement.
- VOMF is the Variable Operation and Maintenance Fee.

37. Based on the Rate Impact Analysis²⁰ by SAJELCO, the proposed supply from EDC is more cost-effective than SAJELCO's existing supply from MPCL. Based on the February 2026 rates, EDC offers a lower total Landed Rate of PHP8.4948/kWh, compared to PHP10.3630/kWh from MPCL, resulting in a net reduction of PHP1.8682/kWh.

Rate Impact Analysis

	EDC	MPCL	Difference
Landed Rate	8.4948	10.3630	1.8682
Generation Rate	4.6564	5.3823	0.7259
Transmission Rate	1.4771	1.4771	-
System Loss Charge	0.4109	0.4596	0.0487
DSM Charges	1.3194	1.3194	-

²⁰ A copy of the Rate Impact Analysis is attached as Annex "10".

UC/FIT All/Lifeline/SC	0.3095	0.7785	0.4690
VAT			
Generation	-	0.5853	0.5853
Transmission	0.1530	0.1530	-
System Loss	0.0102	0.0495	0.0393
DSM	0.1583	0.1583	-

* February 2026 Rate

38. In support of the instant Joint Application, the Applicants hereby submit the table of supporting documents to the Honorable Commission to form integral parts of herein Joint Application:

38.1. In compliance with the *Technical Pre-filing Requirements* for the EPSA Application:

Annex	Description of Document
“01”	SAJELCO’s Supply and Demand Scenario with Average Daily Load Curve
“02”	Duly Signed Emergency Power Supply Agreement (EPSA) between SAJELCO and EDC dated March 18, 2026
“03”	Executive Summary of the EPSA
“04-A”	<i>[Confidential]</i> Generation Rate and Derivation with Financial Model
“04-C”	<i>[Confidential]</i> Sample Computation of Power Rates with the supporting documents on the assumptions taken
“04-E”	Write-up of Non-Applicable Documents - Proposed escalation, basis/rationale of other charges, basis/rationale of indexation, and equivalent PhP/kWh with assumptions for foreign denominated rates
“05”	Write-Up of Non-Applicable Documents - Fuel Procurement Process
“06”	Technical and Economic Characteristics of the Facility
“07”	<i>[Confidential]</i> Generation/Power Rate Summary (Cost Analysis related to the generation in support of the proposed pricing provisions in the EPSA)

“10”	Rate Impact Analysis
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38.2. In compliance with the Minimum Technical Pre-filing Requirements²¹ for the EPSA Application:

Annex	Description of Document
“08-A”	EDC’s Amended Articles of Incorporation (AOI)
“08-B”	EDC’s Amended By-Laws
“08-C”	EDC 2025 General Information Sheet (GIS)
“08-D”	EDC Secretary’s Certificate certifying AOI, ByLaws, and GIS
“08-E”	SAJELCO Secretary's Certificate Re List of Incumbent BOD
“09”	EDC’s Provisional Authority to Operate - Unified Leyte Geothermal Power Plants

38.3. In compliance with the *Legal Pre-filing Requirements* for the EPSA Application:

Annex	Description of Document
“A”	Certificates of Email Registration
“A-1”	Electronic Pre-Filing Verified Declaration
“C”	Signed Joint Application
“C-1”	EDC and SAJELCO’s respective Verification and Certification Against Forum Shopping

²¹ 2026 Amended CSP Guidelines, Section 25. The provision states:

Section 25. The minimum pre-filing requirements must be submitted to the ERC within thirty (30) days from execution of the PSA or EPSA. x x x.

Annex	Description of Document
“D”	EDC’s Special Power of Attorney dated March 19, 2026 authorizing undersigned counsel to represent EDC in the instant Joint Application
“D-1”	SAJELCO’s Special Power of Attorney dated May 4, 2026 authorizing undersigned counsel to represent SAJELCO in the instant Joint Application
“E”	EDC’s Secretary Certificate dated March 16, 2026 on the Board’s Resolution to file an application with the ERC for the approval of the EPSA, designating the authorized representative to, among others, file the Joint Application and to execute and sign Verification and Certification against Forum Shopping.
“E-1”	SAJELCO’s Board Resolution No. 02-363, Series of 2026 dated February 20, 2026 designating the authorized representative to, among others, file the Joint Application and to execute and sign Verification and Certification against Forum Shopping.
“F and Series”	Proof of Service to the Local Government Units (LGUs)
“G”	Affidavit of Publication
“G-1”	Complete Newspaper Issue containing the Publication
I	Verified Explanation of Non-Applicability – Certification from a Relevant Government Agency or Institution certifying the occurrence of Force Majeure or Fortuitous Event
J	Notice of Force Majeure or Fortuitous Event to the DOE, with proof of email transmittal
J-1	Notice of Force Majeure or Fortuitous Event to the ERC, with proof of email transmittal
J-2	Notice of Force Majeure or Fortuitous Event to the NEA, with proof of email transmittal
“K”	Affidavit on the write-up/details of force majeure or fortuitous event to support the claim of its occurrence and performance of necessary due diligence to address emergency situation

38.4. Other documents in support of this *Joint Application*:

Annex	Description of Document
“L”	SAJELCO’s Certificate of Compliance issued by NEA
“M”	SAJELCO’s Articles of Cooperation
“N”	SAJELCO’s BIR Registration
“O”	SAJELCO’s Five (5)-Year Historical Load Reliability Indices
“P”	EDC’s Offer Letter dated February 15, 2026 by EDC, addressed to SAJELCO
“Q”	Notice of Award issued by SAJELCO in favor of EDC
“R”	Notice (for a Consultative Meeting) from NEA dated January 13, 2026 in regard to SAJELCO’s inclusion in the Aggregated CSP
“S”	Notice from NEA dated February 04, 2026 of SAJELCO’s inclusion in the Aggregated CSP
“T”	Response Letter from DOE acknowledging the Letter dated January 30, 2026
“U”	ERC’s Email Acknowledgement dated March 25, 2026, confirming completion of the ERC Pre-Filing Form
“V”	Proof of submission of the Minimum Documentary Requirements through an Email dated April 15, 2026

**CONDITIONS FOR THE
NEGOTIATED PROCUREMENT OF THE EPSA**

39. Under the 2023 DOE CSP Circular and the 2026 Amended ERC CSP Guidelines, the following requisites and conditions need to be complied with for the negotiated procurement of EPSAs:

- a. The EPSA Rate shall not be higher than the latest ERC-approved generation tariff specific for the plant, if available. Otherwise, it shall be capped at the latest ERC-approved generation tariff for the same technology.
 - b. The cooperation period of such EPSA shall not exceed one (1) year from its execution.
 - c. The DU shall, within five (5) calendar days from the occurrence of the force majeure or fortuitous event, notify in writing the ERC, DOE, and the NEA, in case of ECs, and the NPC, in case of off-grid areas, of such emergency power procurement.
 - d. Within thirty (30) calendar days from execution of the EPSA, the parties thereto shall initiate the filing of their joint application.
 - e. The procurement of energy power supply shall not be entitled to any form of subsidy.
40. In compliance with the prevailing regulations:
- a. The EPSA rate of PHP4.4034 kWh as agreed upon between EDC and SAJELCO and stated in Schedule 4 of the EPSA is equivalent to the latest applicable ERC-approved generation tariff of PHP4.4034 kWh which is the equivalent 2026 rate at one hundred percent (100%) load factor as approved in the Notice of Resolution dated November 12, 2024 for ERC Case No. 2023-110 RC.
 - b. Based on Section 3.1 of the EPSA, the EPSA shall commence from its Effective Date on March 18, 2026 until February 26, 2027, or unless sooner terminated, and such period does not exceed one (1) year.
 - c. SAJELCO complied with the notification requirement when it sent Notification Letters to this Honorable Commission, the DOE, and the NEA, in its letters dated January 26, 2026, attached hereto as Annex "J", "J-1", and "J-2", informing such agencies of the existence of a force majeure event.
 - d. The Parties initiated the filing of the Joint Application on March 25, 2026, or within thirty (30) days from the execution of their EPSA, as shown by the ERC's email acknowledgement dated

March 25, 2026, confirming completion of the ERC Pre-Filing Form of herein Applicants.²²

- e. The EPSA does not provide for any form of subsidy.

41. Considering the foregoing, SAJELCO can validly undertake a negotiated procurement of the EPSA. Furthermore, the EPSA shall be immediately implemented to address the current power supply deficiency of SAJELCO.

ALLEGATIONS IN SUPPORT OF MOTION FOR CONFIDENTIAL TREATMENT

42. The allegations in the preceding paragraphs are reproduced and incorporated herein by reference where applicable.

43. Under Rule 4 of the ERC Rules, the Honorable Commission may, upon request of a party and determination of the existence of conditions which would warrant such remedy, treat certain information submitted to it as confidential. Pursuant to such Rules, the Applicants respectfully pray for the issuance of a protective order declaring **Annexes 04-A, 04-C, and 07** as confidential information, since Applicants intend to present them as evidence in the Joint Application.

44. With respect to these documents, the Applicants respectfully move that these be treated as confidential information and not be disclosed to any party for the reason that these documents contain information which are of commercially sensitive nature and may affect price offers, and that such information falls within the bounds of valuable proprietary interest under “trade secrets” which are entitled to protection under the 1987 Philippine Constitution, statutes, and rules and regulations.

45. Moreover, some of these documents contain numbers, methodology, and calculations such as, among others, debt or equity ratio, capital costs, and weighted average cost of capital that give valuable information on how it arrived at its power generation rate. Moreover, these pieces of information would also reflect EDC’s bidding strategy for distribution utilities undertaking CSPs for their power suppliers, as well as EDC’s trading in WESM.

46. The data contained in the aforesaid documents have proprietary value that constitute trade secrets of EDC. Thus, EDC has actual and valuable

²² A copy of the ERC’s Email Acknowledgement confirming completion of the ERC Pre-Filing Form dated March 25, 2026 is attached as **Annex “U”**.

proprietary interest to protect the same; for if the same were disclosed, it may seriously prejudice the competitive advantage of EDC.

47. In *Air Philippines Corporation v. Pennswell, Inc.* (G.R. No. 172835, December 13, 2007), the Supreme Court defined “trade secrets” and the extent of protection that is afforded to is under Philippine laws:

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. 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.

48. In a Decision dated May 30, 2017 in ERC Case No. 2015-111 RC, this Honorable Commission considered as trade secrets several

documents containing the formula and pricing structures that are used to arrive at a proposed tariff,²³ thus:

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. The prices cited in the documents were components of the resulting proposed tariff. In fact, all three (3) documents were used by the Commission in evaluating the reasonableness of the proposed rate. In electric power industry where prices is 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.

49. Considering the foregoing, the aforementioned documents should be treated as confidential documents, and may not be publicly disclosed.

50. In accordance with Section 1, Rule 4 of the ERC Rules, a copy of each of the foregoing confidential documents is placed in a sealed envelope, with the envelope and each page thereof stamped with the word "Confidential," accompanied by an index enumerating the contents thereof with sufficient particularity.

PRAYER

WHEREAS, premises considered, it is most respectfully prayed that this Honorable Commission:

- (i) **ISSUE** an Order (a) **GRANTING** the Motion for Confidential Treatment of Confidential Documents (*i.e.*, Annexes 04-A, 04-C, and 07), and all information contained therein; (b) **DIRECTING** the non-disclosure of the Confidential Documents and all information therein to persons other than the officers and staff of the Honorable Commission; and (c) continuously **PROTECTING** the Confidential Documents and all information therein from public disclosure by maintaining the same separate and apart from the records of the case, pursuant to Section 2, Rule 4 of the Revised ERC Rules; and

²³ *In the Matter of the Application for the Approval of the Power Supply Agreement Between Nueva Ecija II Electric Cooperative (NEECO II – Area 2) and PNOC Renewables Corporation (PNOC RC) with Prayer for Provisional Authority*, ERC Case No. 2015-111 RC, *Decision* dated May 30, 2017, p. 26.

- (ii) After hearing on the merits, issue a Decision **APPROVING** the Emergency Power Supply Agreement dated March 18, 2026.

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

Mandaluyong City, 25 May 2026.

PUNO AND PUNO

Counsel for Energy Development Corporation
33rd Floor, The Podium West Tower
12 ADB Avenue, Ortigas Center
Mandaluyong City 1550
Telephone Nos. 8631-1261 to 64

By:


JOSEPH VINCENT B. ALVAERA
Roll of Attorneys No. 55831

PTR No. 6049124/01.09.2026/Mandaluyong City
IBP No. 592897/01.09.2026/Makati
MCLE Compliance No. VIII-0035299; until 04.14.2028
E-mail address: jbalvaera@punolaw.com

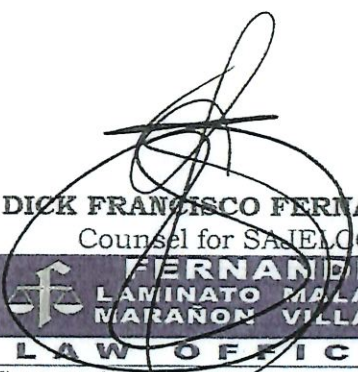

CHRISTINE A. CAMINADE
Roll of Attorneys No. 83726

PTR No. 6049135/01.09.2026/Mandaluyong City
IBP No. 575744/12.29.2025/Rizal (RSM)
MCLE Compliance No. VIII-0029705; until 04.14.2028
E-mail address: cacaminade@punolaw.com


CLARISA YSABEL R. CONCEPCION
Roll of Attorneys No. 98685

PTR No. 6133442/02.19.2026/Mandaluyong City
IBP No. 531470/02.12.2026/Makati
Admitted to the Bar in 2026
E-mail address: crconcepcion@punolaw.com

-and-


DICK FRANCISCO FERNANDEZ
Counsel for SAEI/CO



Main Office: Maharika Road, Encarnacion Subd.,
Brgy. Rafael Rueda Sr., San Jose City, Nueva Ecija
Telephone: (044)958-5546; Cellphone: 09331651800

Satellite Office: ANM Bldg. Pelmoka St.,
Science City of Muñoz, Nueva Ecija
Telephone: (044)3111-5202

E-mail: fernandez_lawoffice@yahoo.com

Roll of Attorneys No. 58690; 05/05/10

IBP Lifetime No. 09173; 05/06/2010

MCLE Compliance No. VIII-0001301; 12/28/2022

PTR No. 3347011; 01/05/2026; San Jose City, NE

REPUBLIC OF THE PHILIPPINES)
MANDALUYONG CITY) SS.

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

I, **GABRIEL S. VERGARA**, a Vice-President of **ENERGY DEVELOPMENT CORPORATION** (the "Corporation"), Filipino, of legal age, with office address at the 9th Floor, Rockwell Business Center Tower 3, Ortigas Avenue, Pasig City, after being sworn in accordance with law, hereby depose and say that:

1. I am the representative of **ENERGY DEVELOPMENT CORPORATION** in this case, as shown in the attached Secretary's Certificate as Annex "A";

2. I have caused the preparation of the foregoing Joint Application, the factual allegations of which are true and correct to the best of my personal knowledge and/or based on existing authentic documents made available to me;

3. The Joint Application is not filed to harass, cause unnecessary delay or needlessly increase the costs of litigation;

4. The factual allegations of the Joint Application have evidentiary support or will likewise have evidentiary support after a reasonable opportunity for discovery;

5. My signature serves as certification of the truthfulness of the allegations in the Joint Application;

6. The Corporation has not commenced any other action or proceeding involving the same issues before the Supreme Court, the Court of Appeals, or different divisions thereof, or the Regional Trial Court or any tribunal or agency, and that to the best of my knowledge, no such action or proceeding is pending before the Supreme Court, the Court of Appeals, or different divisions thereof, or this Court or any other tribunal or agency; and

7. Should I thereafter learn that a similar action or proceeding has been filed or is pending before the Supreme Court, the Court of Appeals or different divisions thereof, or the Regional Trial Court or any tribunal or agency, I hereby undertake to promptly inform the aforementioned courts and this Honorable Commission within five (5) calendar days from knowledge thereof.

IN WITNESS WHEREOF, I hereunto affixed my signature.


GABRIEL S. VERGARA

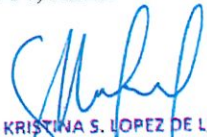
SUBSCRIBED AND SWORN TO me this MAY 25 2026, in MANDALUYONG CITY, affiant exhibited to me his Passport No. P7606431B issued on September 15, 2021, at DFA NCR NORTHEAST, and expiring on September 14, 2031.

Doc No. 310;
Page No. 63;
Book No. I;
Series of 2026.

Doc. # 15073159

Sec. 61
of the RA 9006 Law, amending Sec.
188 of the NMC) affixed on
Notary Public's copy




ATTY. MA. KRISTINA S. LOPEZ DE LEON
Notary Public for Mandaluyong City
Commission No. 0768-25 (until December 31, 2026)
33rd Floor, The Podium - West Tower, 12 ADB Avenue
Ortigas Center, Mandaluyong City 1550
Roll of Atty. No. 86291
PTR No. 6049162-01, exp. 01/26/2026/Mandaluyong City
IBP No. 583415/01-02 2026/Rizal (RSM)
MCLE Compliance No. VIII-0035844; until 04.14.2028

REPUBLIC OF THE PHILIPPINES)
PASIG CITY) S.S.

SECRETARY'S CERTIFICATE

I, **BERNADETTE ANN V. POLICARPIO**, Filipino, of legal age, and with office address at the 10th Floor, Rockwell Business Center Tower 3, Ortigas Avenue, Pasig City, being the duly elected Corporate Secretary of **ENERGY DEVELOPMENT CORPORATION** (the "Company"), a corporation organized and existing under Philippine laws with principal office at Rockwell Business Center Tower 3, Ortigas Avenue, Pasig City, hereby certify that:

1. During the regular meeting of the Board of Directors (the "Board") held on **19 May 2022**, at which a quorum was present and acted throughout, the Board approved the following resolution:

Resolution No. 21, Series of 2022

"RESOLVED, amending Resolution No. 30, Series of 2021 and all previous resolutions to the contrary, that the following officers of Energy Development Corporation (the "Company"), acting singly: the **President and Chief Operating Officer, Senior Vice-President/Chief Financial Officer and Treasurer, and any of its Senior Vice Presidents or Vice-Presidents**, be as they are hereby authorized and empowered to represent the Company in any and all actions, suits, or cases to be filed for or against the Company, including appellate and/or special proceedings, whether civil, criminal, or administrative, with authority to prepare (or cause the preparation of), sign, and file (or cause the filing of) all pleadings, motions, and other legal documents related to such actions, suits, or cases, including verifications and certifications of non-forum shopping, and to appear in all hearings, pre-trials, mediation conferences, and all other conferences set in connection with the same, with full power and authority to consider and do the following:

1. The possibility of entering into an amicable settlement and/or submitting to alternative modes of dispute resolution;
2. The simplification of the issues;
3. The necessity or desirability of obtaining stipulations or amendments to the pleadings;
4. The possibility of obtaining, and entering into, stipulations or admissions of facts and documents to avoid unnecessary proof;
5. The limitation of the number and identification of witnesses and the setting of trial dates;
6. The advisability of a preliminary reference of issues to a commissioner;
7. The propriety of rendering judgment on the pleadings or summary judgment or of dismissing the action should a valid ground therefor be found to exist;
8. The marking of evidence of not yet marked in the judicial affidavits of witnesses;
9. The examination and comparison of evidence *vis-à-vis* the copies to be marked;
10. The manifestation for the record of stipulations regarding the faithfulness of the reproductions and the genuineness and due execution of evidence;

11. The reservation of testimonial and documentary evidence;
12. The advisability or necessity of suspending the proceedings; and
13. Such other matters as may aid in the prompt disposition of the action;

"RESOLVED FURTHER that the foregoing officers of the Company be authorized to appoint or designate the Company's attorney-in-fact and/or legal counsel, through a Special Power of Attorney, granting such attorney-in-fact and/or legal counsel, acting singly or jointly as may be specified in the appointment or designation, the authorities given to the foregoing officers of the Company by virtue of this resolution;

"RESOLVED FURTHER, that the Company authorizes, as it hereby authorizes, the **President and Chief Operating Officer, Senior Vice-President/Chief Financial Officer and Treasurer, and any of its Senior Vice Presidents or Vice-Presidents**, or such other person as they may designate in writing, acting singly, to act for or on behalf of the Company, to meet and negotiate with all parties in any such action, suit, case, or proceeding with a view to seeking the termination or amicable settlement of the same, and if necessary, to enter into compromise or resort to such other legal proceedings that they may deem necessary to protect the Company's interests, in accordance with Company policies and guidelines."

2. Pursuant to the foregoing resolution, **MR. GABRIEL S. VERGARA, Vice-President**, is authorized to represent, appear, sign, and cause the filing and/or submission of pleadings, motions, and other legal documents on behalf of the Company, including the joint application for the approval of the Emergency Power Supply Agreement with San Jose City Electric Cooperative before the Energy Regulatory Commission.

3. The foregoing is in accordance with the record of the Company and is in full force and effect, and has not been amended or rescinded.

IN WITNESS WHEREOF, I have hereunto signed this Secretary's Certificate this 16 March 2026 at Pasig City.


BERNADETTE ANN V. POLICARPIO
Corporate Secretary

SUBSCRIBED AND SWORN TO before me this 16 March 2026 at Pasig City by Bernadette Ann V. Policarpio, with Passport No. P7343464A issued on 26 May 2018 at DFA NCR East, who is personally known to me, and who is the same person who personally signed before me the foregoing Secretary's Certificate and acknowledged that she executed the same.

Doc. No. 92;
Page No. 30;
Book No. 1;
Series of 2026.


ATTY. PERRY EVAN C. LAO
Notary Public for and in the City of Pasig
and Municipality of Pateros, Metro Manila
Commission No. 107 (2026-2027) (Until December 31, 2027)
10th Floor, Rockwell Business Center Tower 3,
Ortigas Avenue, Pasig City 1604
Roll of Attorneys No. 67827
PTR No. 3964412AA/01.07.2026/Pasig City
IBP No. 536646/01.06.2026/Makati Chapter

REPUBLIC OF THE PHILIPPINES)

MANDALUYONG CITY

)Sc.

X-----X

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

I, CESAR B. UBUNGIN, of legal age, Filipino citizen, and with office address at Abar 1st, Maharlika Highway, San Jose City, Nueva Ecija and the authorized representative of SAJELCO after having been duly sworn to in accordance with law, hereby depose and state:

1. I am the representative of San Jose City Electric Cooperative (SAJELCO) in this case, as shown in the attached Secretary's Certificate as Annex "A";
2. I have caused the preparation of the foregoing Joint Application, the factual allegations of which are true and correct to the best of my personal knowledge and/or based on existing authentic documents made available to me;
3. The Joint Application is not filed to harass, cause unnecessary delay or needlessly increase the costs of litigation;
4. The factual allegations of the Joint Application have evidentiary support or will likewise have evidentiary support after a reasonable opportunity for discovery;
5. My signature serves as certification of the truthfulness of the allegations in the Joint Application;
6. The Cooperative has not commenced any other action or proceeding involving the same issues before the Supreme Court, the Court of Appeals, or different divisions thereof, or the Regional Trial Court or any tribunal or agency, and that to the best of my knowledge, no such action or proceeding is pending before the Supreme Court, the Court of Appeals, or different divisions thereof, or this Court or any other tribunal or agency; and
7. Should I thereafter learn that a similar action or proceeding has been filed or is pending before the Supreme Court, the Court of Appeals or different divisions thereof, or the Regional Trial Court or any tribunal or agency, I hereby undertake to promptly inform the aforementioned courts and this Honorable Commission within five (5) calendar days from knowledge thereof.

IN WITNESS WHEREOF, I hereunto affixed my signature.


CESAR B. UBUNGIN

Affiant

SSS ID No. 02-0961210-5

SUBSCRIBED AND SWORN TO me this MAY 25 2026 in
MANDALUYONG CITY, affiant exhibited to me his PRC Registration No. 0005545 with
Registration Date on 09/30/2025 and Valid Until 11/07/2028.

Doc No. 311

Page No. 64

Book No. 2

Series of 2026.

155-11073160
Notarial DST pursuant to Sec. 81
of the TRAIN Law (amending Sec.
188 of the NIRC) affixed on
Notary Public's copy




ATTY. MA. KRISTINA S. LOPEZ DE LEON

Notary Public for Mandaluyong City

Commission No. 0756-25 (until December 31, 2026)

33rd Floor, The Podium West Tower, 12 ADB Avenue

Ortigas Center, Mandaluyong City 1550

Roll of Attorneys No. 86291

PTR No. 6049162-01-04-2026 (Mandaluyong City

IBP No. 583413-01-02-2026/Rizal (RSM)

MCLE Compliance No. VRI-0035544, until 04.14.2028

SECRETARY'S CERTIFICATE

I, **MAGNOLIA C. GOMEZ**, of legal age, Filipino, and the duly appointed Secretary of the San Jose Electric Cooperative (SAJELCO), with principal office at Maharlika Road, Barangay Abar 1st, San Jose City, Nueva Ecija, after having been duly sworn in accordance with law, hereby certify that:

1. At the regular meeting of the Board of Directors of SAJELCO held on May 8, 2026 at which a quorum was present and acting throughout, the following resolution was unanimously approved and adopted, and the same has not been altered, amended, or revoked and remains in full force and effect as of this date, to wit:

"RESOLUTION NO. 05-400 SERIES OF 2026

RESOLVED, AS IT IS HEREBY RESOLVED, to authorize Engr. Cesar B. Ubungin, General Manager of SAJELCO, to act as the official and authorized representative of the Cooperative in the Joint Application for Approval of the Emergency Power Supply Agreement (EPSA) to be entered into with Energy Development Corporation (EDC) before the Energy Regulatory Commission (ERC), and for such purpose, to sign, execute, endorse, and submit all documents, pleadings, certifications, applications, and other papers necessary or incidental thereto.

RESOLVED FURTHER, that Engr. Cesar B. Ubungin be authorized to represent SAJELCO in all proceedings, conferences, clarificatory meetings, and other related matters concerning the said Joint Application before the ERC and other government agencies concerned."

2. The foregoing resolution was duly approved in accordance with the Cooperative's By-Laws and existing rules and regulations.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 9th day of May 2026 at San Jose City, Nueva Ecija.

MAGNOLIA C. GOMEZ
Secretary

SUBSCRIBED AND SWORN to before me on this ____ day of 13 MAY 2026, 2026, affiant having exhibited to me her Community Tax Certificate No. 03269269 issued on January 12, 2026 at San Jose City, Nueva Ecija.

Doc. No. 490 :
Page No. 99 :
Book No. XXX :
Series of 2026.

ATTY. DICK FRANCISCO FERNANDEZ, REEL 3
Notary Public for San Jose City, Nueva Ecija Under Sp. Proc. No. 1538, R/C, San Jose City, Nueva Ecija
FERNANDO LAMINADO MALAMUG
MARANON VILLAFRIA BINUYA LAW OFFICE
Maharlika Road, Encarnacion Subd.,
Orgy. Rafael Eusebio, Sr., San Jose City, Nueva Ecija
Roll of Attorneys No. 58690; 05/05/2010
PFP Lifetime No. 03173; 05/06/2010; Nueva Ecija
MCS Compliance No. VIII-0001801; 12/28/2022
PTR No. 5847011; 01/03/2026; San Jose City, NE

REPUBLIC OF THE PHILIPPINES)
MANDALUYONG CITY) SS.

VERIFIED DECLARATION

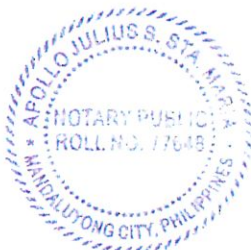
I, **CLARISA YSABEL R. CONCEPCION**, hereby declare that all the documents hereto submitted electronically are complete and are true copies of the original documents (and annexes).

IN WITNESS WHEREOF, I have hereunto affixed my signature this
MAY 25 2026 in Mandaluyong City, Philippines.


CLARISA YSABEL R. CONCEPCION

SUBSCRIBED AND SWORN to me this MAY 25 2026, in
Mandaluyong City, affiant exhibited to me her Passport No. P4143308B expiring on
December 05, 2029.

Doc No. 41;
Page No. 16;
Book No. II;
Series of 2026.




ATTY. APOLLO JULIUS S. STA. MARIA
Notary Public for and in Mandaluyong City
Commission No. 0758-25 (until December 31, 2026)
33rd Floor, The Podium West Tower 12 ADB Avenue
Ortigas Center, Mandaluyong City 1550, Metro Manila
Roll of Attorneys No. 77648
PTR No. 6049191/01.09.2026/Mandaluyong City
IBP No. 580764/12.31.2025 Makati
MCLE Compliance No. VIII-0036142; until 04.14.2028

