First Gen Renewables GEOTHERMAL

Energy Development Corporation
A First Gen Group Company

Item No.: 10

Date: NOV 17 2026

09 November 2026

HON. LEONARDO M. JAVIER, JR.
Presiding Officer, *Sangguniang Panlalawigan* of Leyte
Leyte Provincial Government Complex
West Bypass Road Palo, Leyte

Sangguniang Panlalawigan
Province of Leyte
RECEIVED
Date: NOV 11 2026
By:

SUBJECT: **Request for a Certificate of Receipt of the attached Joint Application**

Dear Hon. Javier:

In compliance with Republic Act No. 9136, otherwise known as the Electric Power Industry Reform Act of 2001 ("EPIRA"), its Implementing Rules and Regulations ("IRR"), and the Rules of Practice and Procedure of the Energy Regulatory Commission ("ERC"), we are furnishing your Office with a copy of the Joint Application, together with its annexes and accompanying documents, excluding those subject to a Motion for Confidential Treatment of Information, for filing with the ERC, entitled:

> *"In the Matter of the Application for the Approval of the Power Supply Agreement Between Energy Development Corporation (EDC) and Cebu I Electric Cooperative, Inc. (CEBECO I), with Prayer for Provisional Authority or Interim Relief and Motion for Confidential Treatment of Information"*

In this regard, we respectfully request your Office to issue **three (3) original copies** of a *Certification* confirming receipt of the Joint Application, together with its annexes and accompanying documents. In accordance with the prevailing regulations of the ERC, the *Certification* should be signed by the head of your Office or a duly authorized representative.

For your convenience, we have attached a template *Certification* which your Office may use for this purpose.

Thank you very much for your usual cooperation.

Respectfully,

ESTANISLAO M. PIALAGO, JR.
Head, Asset Maintenance and Leyte Site
ENERGY DEVELOPMENT CORPORATION
9th Floor, Rockwell Business Center Tower 3
Ortigas Avenue, Pasig City

Republic of the Philippines
ENERGY REGULATORY COMMISSION
Pasig City

IN THE MATTER OF THE APPLICATION FOR THE APPROVAL OF THE POWER SUPPLY AGREEMENT BETWEEN ENERGY DEVELOPMENT CORPORATION AND CEBU I ELECTRIC COOPERATIVE, INC., WITH PRAYER FOR PROVISIONAL AUTHORITY OR INTERIM RELIEF AND MOTION FOR CONFIDENTIAL TREATMENT OF INFORMATION

ERC Case No. _____ RC

ENERGY DEVELOPMENT CORPORATION AND CEBU I ELECTRIC COOPERATIVE, INC.,
Applicants.
x----------x

JOINT APPLICATION
-with-
PRAYER FOR PROVISIONAL AUTHORITY OR INTERIM RELIEF *and* MOTION FOR CONFIDENTIAL TREATMENT OF INFORMATION

Applicants **ENERGY DEVELOPMENT CORPORATION ("EDC")** and **CEBU I ELECTRIC COOPERATIVE, INC. ("CEBECO I")** (each an "Applicant" and collectively, the "Applicants"), through their respective undersigned counsel, respectfully state:

PARTIES

1. Applicant CEBECO I is an Electric Cooperative ("EC") duly organized and existing under and by virtue of the laws of the Philippines, with principal office address at Bito-on, Dumanjug, Cebu, Philippines.

2. Applicant CEBECO I has been granted by the National Electrification Administration ("NEA") an authority to operate and distribute electric light and power within the coverage area comprising the City of Carcar and the Municipalities of Barili, Dumanjug, Ronda, Alcantara, Moalboal, Badian, Alegria, Malabuyoc, Ginatilan, Samboan, Santander, Sibonga, Argao, Dalaguete, Alcoy, Boljo-on, and Oslob, all in the Province of Cebu.

3. Applicant EDC is a private corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office at the 9th Floor, Rockwell Business Center Tower 3, Ortigas Avenue, Pasig City, Metro Manila. Applicant EDC owns and operates the Mahanagdong Geothermal Power Plant, with an installed capacity of 229.429 MW (the "Power Plant"), which forms part of the Unified Leyte Geothermal Power Plant complex located in Ormoc City, Province of Leyte. Applicant EDC is duly registered as a Renewable Energy ("RE") Developer authorized to generate electricity from RE sources for supply to distribution utilities, electric cooperatives, and other customers.

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

NATURE OF THE APPLICATION

5. The instant *Joint Application* for the approval of the *Power Supply Agreement* entered into by and between the Applicants dated 09 September 2026 (the "*Subject PSA*") is being submitted to the Honorable Commission for its review and approval pursuant to Sections 25[1] and 45(b)[2] of Republic Act No. 9136, otherwise known as the *Electric Power Industry Reform Act of 2001* ("*EPIRA*"), the Honorable Commission's Resolution No. 31, Series of 2026 ("ERC 2026 RPP"),[3] and Article VII of the Honorable Commission's *Resolution* No. 7, Series of 2026[4] (the "*ERC 2026 CSP Guidelines*").

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1 SEC.25. Retail Rate. – The retail rates charged by distribution utilities for the supply of electricity in their captive market shall be subject to regulation by the ERC based on the principle of full recovery of prudent and reasonable economic costs incurred, or such other principles that will promote efficiency as may be determined by the ERC.

2 Distribution utilities may enter into bilateral power supply contracts subject to review by the ERC: xxx.

3 A Resolution Adopting the 2026 Rules of Practice and Procedure of the Energy Regulatory Commission.

4 Entitled "*Amended Implementing Guidelines for the Procurement, Execution, and Evaluation of Power Supply Agreements Entered Into by Distribution Utilities for the Supply of Electricity to their Captive Market*".

6. Section 23 of the *EPIRA* requires a distribution utility to supply electricity in the least cost manner to its captive market, subject to collection of retail rate duly approved by the Honorable Commission. In relation thereto, Section 45 (b) of the EPIRA expressly allows distribution utilities to enter into bilateral power supply contracts, subject to the Honorable Commission's review.

7. The *Subject PSA* was procured through a Joint Competitive Selection Process ("Joint CSP") conducted by the NEA through its Special Bids and Awards Committee (the "NEA-SBAC"), in accordance with Article 13.1 of NEA *Memorandum* No. 2023-057 (the "*NEA 2023 CSP Guidelines*"), and consistent with the Department of Energy's ("DOE") *Department Circular* No. DC2023-06-0021, as amended and supplemented by DOE *Department Circular* No. DC2025-10-0022[5] (the "*DOE CSP Policy*"), and the *ERC 2026 CSP Guidelines*.

STATEMENT OF FACTS

CEBECO I Power Situation and the Competitive Selection Process

8. Applicant CEBECO I's Power Supply Agreement ("PSA") with Cebu Energy Development Corporation (the "*CEDC PSA*") expired on 25 March 2026. With the impending expiry of the *CEDC PSA*, applicant CEBECO I stands to suffer a power supply deficit of 50.89 MW, thus, CEBECO I undertook a procurement of power supply through the conduct of a CSP as early as July 2025.

9. Accordingly, applicant CEBECO I initiated the CSP process in accordance with the approved 2025 PSPP schedule through the timely submission of the required CSP documents to the National Electrification Administration-Regulatory Affairs Office ("NEA-RAO"), for the issuance of the Certificate of Conformity on 23 July 2025. However, for unknown reasons not attributable to, and beyond the control of applicant CEBECO I, the pertinent government's procedural and administrative processes associated with the review and approval of the submitted documents suffered delays, which consequently affected the originally planned CSP timeline.

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

10. Considering the aforesaid delays, which are not of applicant CEBECO I's own making, the latter entered into an Emergency Supply Agreement ("EPSA") with FDC Misamis Power Corporation docketed as ERC Case No. 2026-099RC to ensure a reliable and cost-efficient power supply to its franchise area while applicant CEBECO I completes the conduct of the CSP.

11. The delay in the ongoing procurement as explained in the immediately preceding paragraphs caused the inclusion of applicant CEBECO I in the Luzon and Visayas Electric Cooperatives Aggregation ("LVECA") Joint CSP initiated and conducted by the NEA.

12. Thus on–03 February 2026, the NEA issued *Office Order No. 2026-043* of even date creating the NEA-SBAC, its Secretariat, and the Technical Working Group ("NEA-SBAC TWG") to conduct the Joint CSP for the procurement of baseload power supply for the aggregation of the on-grid ECs in Luzon and Visayas that had not yet completed or commenced their respective CSPs within one (1) year before the expiration of their current and subsisting PSAs or projected increase in demand based on their latest and posted PSPPs.

13. The Joint CSP was conducted for and on behalf of twenty-nine (29) ECs, consisting of nineteen (19) ECs in Luzon and ten (10) ECs in the Visayas, namely as follows: (collectively, the "Member ECs").

LUZON ELECTRIC COOPERATIVES	
ABRECO	Abra Electric Cooperative
AURELCO	Aurora Electric Cooperative, Inc.
BATELEC II	Batangas II Electric Cooperative, Inc.
CAGELCO I	Cagayan I Electric Cooperative, Inc.
CASURECO II	Camarines Sur II Electric Cooperative, Inc.
CASURECO III	Camarines Sur III Electric Cooperative, Inc.
FLECO	First Laguna Electric Cooperative, Inc.
LUELCO	La Union Electric Cooperative, Inc.
NEECO I	Nueva Ecija I Electric Cooperative, Inc.
NUVELCO	Nueva Vizcaya Electric Cooperative
PANELCO I	Pangasinan I Electric Cooperative
PELCO III	Pampanga III Electric Cooperative, Inc.
QUEZELCO I	Quezon I Electric Cooperative, Inc.
QUEZELCO II	Quezon II Electric Cooperative, Inc.
QUIRELCO	Quirino Electric Cooperative
SAJELCO	San Jose City Electric Cooperative

TARELCO I	Tarlac I Electric Cooperative, Inc.
ZAMECO I	Zambales I Electric Cooperative, Inc.
ZAMECO II	Zambales II Electric Cooperative, Inc.
VISAYAS ELECTRIC COOPERATIVES	
CAPELCO	Capiz Electric Cooperative, Inc.
CEBECO I	Cebu I Electric Cooperative, Inc.
CEBECO II	Cebu II Electric Cooperative, Inc.
GUIMELCO	Guimaras Electric Cooperative
ILECO I	Iloilo I Electric Cooperative, Inc.
ILECO II	Iloilo II Electric Cooperative, Inc.
ILECO III	Iloilo III Electric Cooperative, Inc.
NOCECO	Negros Occidental Electric Cooperative
NORECO I	Negros Oriental I Electric Cooperative, Inc.
NORECO II	Negros Oriental II Electric Cooperative

14. The NEA-SBAC structured the Joint CSP into two (2) Lots: Lot 1 covering the Luzon Member ECs and Lot 2 covering the Visayas Member ECs. Applicant CEBECO I, being a Visayas Member EC, was included under Lot 2 of the Joint CSP.

15. On 15 April 2026, the NEA issued the *Certificate of Conformity* NEA-RAO-COC-2026-02, which certified that the respective contract quantities and cooperation periods covered by the Joint CSP were consistent with the latest posted PSPPs of each Member EC, including applicant CEBECO I. On the same date, or at least five (5) calendar days before the first publication of the Invitation to Bid with Terms of Reference, the NEA-SBAC informed the DOE, the NEA, and the Honorable Commission of the conduct of the Joint CSP.

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

16.1. On 21 and 28 April 2026, the Invitation to Bid with the Terms of Reference was duly published in *The Manila Times* newspaper. The NEA-SBAC and the Member ECs likewise caused the posting of the Invitation to Bid with the Terms of Reference on the DOE CSP e-based portal, the NEA website, and on the Member ECs' official websites or social media pages.

16.2. On 06 May 2026, copies of the Invitation for CSP Observers were sent to the Philippine Chamber of Commerce and Industry, the Institute of Integrated Electrical Engineers of the Philippines, the Nationwide Association of Consumers, Inc., the DOE, and the Honorable Commission. A general invitation for CSP Observers was likewise posted on the NEA website and the official websites of the Member ECs.

16.3. On 14 May 2026, the Pre-Bid Conference for the Joint CSP was held at the Honesty, Efficiency and Solidarity Auditorium, 2nd Floor, NEA Building, 57 NIA Road, Government Center, Diliman, Quezon City.

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

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

16.5. On 10 July 2026, the submission, opening, and evaluation of bids for the Joint CSP were conducted. For Lot 2, applicant EDC, Malita Power, Inc. ("MPI"), Palm Concepcion Power Corporation ("PCPC"), Therma Visayas, Inc. ("TVI"), Cebu Energy Development Corporation ("CEDC"), and Panay Energy

Development Corporation ("PEDC") timely submitted their bids, while FDC Misamis Power Corporation, GN Power Kauswagan, Ltd. Co., Therma South, Inc., and Toledo Power Co. withdrew from the Joint CSP.

16.6. The bids were evaluated in accordance with the parameters under the Final Transaction Documents issued by the NEA-SBAC. For Lot 2, MPI, PCPC, TVI, and applicant EDC passed the preliminary evaluation and submitted the Lowest Calculated Bids, with MPI, PCPC, and applicant EDC each covering twenty percent (20%), and TVI forty percent (40%), of the Aggregated Contract Capacity.

16.7. Accordingly, MPI, PCPC, TVI, and applicant EDC for Lot 2 proceeded to post-qualification. On 17 August 2026, the NEA-SBAC issued Resolution No. 13, Series of 2026 ("Resolution No. 13") declaring, among others, applicant EDC's bid as the Fourth-Ranked Lowest Calculated and Responsive Bid ("LCRB") for twenty percent (20%) of the Aggregated Contract Capacity under Lot 2 of the Joint CSP. It likewise recommended the issuance of the Notice of Award to applicant EDC.

16.8. Applicant EDC received the Notice of Award dated 18 August 2026 declaring that it is the winning bidder for twenty percent (20%) of the Aggregated Contract Capacity under Lot 2 of the Joint CSP, having submitted the Fourth-Ranked LCRB.

16.9. From 24 August 2026 to 04 September 2026, the duly authorized representatives of the Member ECs negotiated and finalized the PSAs with applicant EDC.

16.10. On 08 September 2026, the Notices to Execute the Agreement were issued to and received by the Visayas Member ECs, directing them to execute their respective PSAs with applicant EDC. On 09 September 2026, the Visayas Member ECs, including applicant CEBECO I, executed their respective PSAs with applicant EDC.

17. Through the NEA-conducted Joint CSP, the Member ECs, including applicant CEBECO I, were able to pursue the procurement of a portion of the required power supply, consistent with the projected supply requirements and timelines set forth in their respective PSPPs.

18. Notably, the *Subject PSA* resulted from the Joint CSP conducted by the NEA and was thereafter subjected to a separate and independent review by the NEA. Accordingly, the *Subject PSA*, including its terms and conditions, may be considered to have been reviewed for consistency with the applicable policies, rules, and requirements of the DOE, the NEA, and the Honorable Commission. Hence, the instant Joint Application.

SALIENT TERMS OF THE *SUBJECT PSA*

19. The *Subject PSA* contains the following salient features:

19.1. **Contract Term.** The *Subject PSA* shall take effect immediately from the Effective Date, and from such date shall remain in force and effect for fifteen (15) years from Delivery Date unless sooner terminated in accordance with the *Subject PSA* and upon approval by the Honorable Commission.

19.2. **Delivery Date.** Applicant EDC shall commence delivery of the Contract Capacity to applicant CEBECO I on Delivery Date. The Delivery Date shall be the later of either: (a) 26 December 2026 or (b) the next immediate 26th day of the month following the Honorable Commission's issuance of a Provisional Authority or Interim Relief to implement the *Subject PSA*, as applicable, or Final Authority to implement the same, if neither Provisional Authority nor Interim Relief was issued.

19.3. **Contract Capacity.** Beginning on the Delivery Date and until the termination or expiration of the *Subject PSA*, applicant EDC shall supply and deliver the Contract Capacity to applicant CEBECO I at the Delivery Point, and applicant CEBECO I shall purchase and pay applicant EDC the Contract Capacity as provided in Table I below:

CEBECO I

Table I

(in MW)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2027	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70
2028	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70
2029	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70
2030	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70
2031	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70
2032	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70
2033	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70
2034	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70
2035	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70
2036	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70
2037	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70
2038	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70
2039	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70
2040	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70
2041	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70	4.70

The Contract Term shall be reckoned from Delivery Date (i.e., commencement of supply) following the prevailing regulations of the Honorable Commission.

The Contract Capacity for each Billing Period succeeding the last period in Table 1 shall match the Contract Capacity of the corresponding month in 2041. This provision shall apply until the expiration or termination of this Agreement. For example, the Contract Capacity for January 2042 shall be the same as that of January 2041, and so on for each corresponding month thereafter.

Applicant CEBECO I shall be allowed to nominate the entire Contract Capacity but is only obliged to utilize the Contract Capacity at the 65% Monthly Minimum Capacity Utilization Factor ("CUF") for every Billing Period.

Notwithstanding the 65% Monthly Minimum CUF, applicant EDC must make available for dispatch the Contract Capacity.

Applicant CEBECO I's Minimum Hourly Nomination shall be 35% of the Contract Capacity for the Billing Period except in cases of Force Majeure Event.

19.4. **Scheduled and Unscheduled Outage.** Applicant EDC offered a zero (0) Outage Allowance, as set forth in Schedule 6 of the *Subject PSA*.

19.5. **Replacement Power.** The procurement of any Replacement Power shall be the responsibility of applicant EDC and it shall charge applicant CEBECO I for the Replacement Power pursuant to Section 10.3 of the *Subject PSA*.

19.6. **Payment of Fees.** Commencing on Delivery Date and throughout the entire Term, applicant CEBECO I shall pay to applicant EDC each Billing Period an amount equal to the Monthly Payment in accordance with Schedule 7 (Monthly Payment, Indexation and Adjustment) of the *Subject PSA*.

There shall be no offsetting of payment between applicant CEBECO I and applicant EDC unless allowed by the *Subject PSA*.

There shall be no withholding of disputed amounts, except in cases of inadvertent errors in the amount or inadvertent errors in calculating the applicable rate or as otherwise allowed under the *Subject PSA*.

If a Seller Invoice is not disputed by applicant CEBECO I within sixty (60) Days of receipt, it is deemed to be accepted, final, and binding to Applicants.

19.7. **Billing.** Within ten (10) Days from the end of each Billing Period commencing on Delivery Date, applicant EDC shall deliver to applicant CEBECO I the Seller Invoice setting forth the amount that is due to applicant EDC for the preceding Billing Period.

19.8. **Tariff Structure and Rates:** The unbundled tariff structure and rates as well as the formulas to compute the Total Generation Charge per billing period are provided in Schedule 7 of the *Subject PSA*. The applicable rates, as provided in Schedule 7 of the *Subject PSA*, are set forth below:

I. Basic Energy Charge

1. Basic Energy Charge shall be equal to:

Basic Energy Charge = CRR_{CUF} + $FOMR_{CUF}$ + VOMR

CUF	*CRR_{CUF}*, PhP/kWh*	*$FOMR_{CUF}$*, PhP/kWh*	*VOMR*, PhP/kWh*
100%	**1.6500**	**1.5075**	**1.7888**
99%	1.6667	1.5227	1.7888
98%	1.6837	1.5383	1.7888
97%	1.7010	1.5541	1.7888
96%	1.7188	1.5703	1.7888
95%	1.7368	1.5868	1.7888
94%	1.7553	1.6037	1.7888
93%	1.7742	1.6210	1.7888
92%	1.7935	1.6386	1.7888
91%	1.8132	1.6566	1.7888
90%	1.8333	1.6750	1.7888
89%	1.8539	1.6938	1.7888
88%	1.8750	1.7131	1.7888
87%	1.8966	1.7328	1.7888
86%	1.9186	1.7529	1.7888
85%	1.9412	1.7735	1.7888
84%	1.9643	1.7946	1.7888
83%	1.9880	1.8163	1.7888
82%	2.0122	1.8384	1.7888
81%	2.0370	1.8611	1.7888
80%	2.0625	1.8844	1.7888
79%	2.0886	1.9082	1.7888
78%	2.1154	1.9327	1.7888
77%	2.1429	1.9578	1.7888
76%	2.1711	1.9836	1.7888
75%	2.2000	2.0100	1.7888
74%	2.2297	2.0372	1.7888
73%	2.2603	2.0651	1.7888
72%	2.2917	2.0938	1.7888
71%	2.3239	2.1232	1.7888
70%	2.3571	2.1536	1.7888
69%	2.3913	2.1848	1.7888
68%	2.4265	2.2169	1.7888
67%	2.4627	2.2500	1.7888
66%	2.5000	2.2841	1.7888
65%	2.5385	2.3192	1.7888

* CRF_{CUF}, $FOMF_{CUF}$, and $VOMF$ shall be subject to the following rate adjustment

II. Total Generation Charge

1. The Total Generation Charge (TGC) shall be the Monthly Payment unbundled into components as follows:

$$TGC_t = CRF_{CUFt} + FOMF_{CUFt} + VOMF_t$$

2. **Capital Recovery Fee ("CRF")**: The CRF_{CUF} shall be calculated as the product of the Capital Recovery Rate ("CRR_{CUF}"), in PhP/kWh, and the energy delivered during the Billing Period or the equivalent associated energy based on the Monthly Minimum CUF, whichever is higher.

The formula to calculate CRF_{CUF} shall be:

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

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

Where:

CRF_{CUFt}	Corresponding CRFCUF to calculate the Total Generation Charge, expressed in Php, for a Billing Period
CRR_{CUFt}	Component to calculate CRFCUF, expressed in Php/kWh
AE_t	Associated Energy, in kWh, based on the Minimum CUF for a Billing Period
AED_t	Actual Energy Delivered, in kWh, from the Facility during the Billing Period in kWh
$CRR_{100\%CUF}$	Corresponding $CRRCUF$ at 100% CUF as provided above.
CUF_t	Actual CUF for a Billing Period.
t	Billing Period

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

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

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

$$FOMR_{CUFt} = \frac{FOMR_{100\%CUFt}}{CUF_t} \times \frac{PHCPI_{n-1}}{PHCPI_0}$$

Where:

$FOMF_{CUFt}$	Corresponding $FOMF_{CUF}$ to calculate the Total Generation Charge, expressed in Php for a Billing Period

$FOMR_{CUFt}$	Component to calculate the $FOMF_{CUFt}$, as adjusted in accordance with the formula provided, expressed in PhP/kWh.
AE_t	Associated Energy, in kWh, based on the Minimum CUF for a Billing Period
AED_t	Actual Energy Delivered, in kWh, from the Facility during the Billing Period in kWh
$FOMR_{100\%CUF}$	Corresponding $FOMR_{CUFt}$ at 100% CUF as provided above.
CUF_t	Actual CUF for a Billing Period.
$PHCPI_{n-1}$	PH CPI for All Income Households by Commodity Group (2018=100), for the month preceding the Billing Period, from the Philippine Statistics Authority
$PHCPI_0$	Philippine Consumer Price Index (PHCPI) for All Income Households by Commodity Group (2018=100), May 2026, equivalent to **135.8000**, from the Philippine Statistics Authority
t	Billing Period

4. **Capacity Utilization Factor and Associated Energy**: Should applicant CEBECO I fail to dispatch the Seller at the Monthly Minimum CUF for a Billing Period, and the applicant EDC has made the same available for dispatch, applicant CEBECO I shall pay the applicant EDC the CRR_{CUF} and $FOMR_{CUF}$ for the equivalent associated energy at the 65% CUF level for the said Billing Period.

Notwithstanding the 65% Monthly Minimum CUF, the Seller must make available for dispatch the monthly Contract Capacity, subject to allowable outages.

The CUF shall be calculated in accordance with the formula below:

$$CUF_t = \frac{Q}{CC \times (H_t - H_O - H_{FM})}$$

Where:

CUF_t	Capacity Utilization Factor
Q	Energy delivered during the Billing Period or the equivalent associated energy based on the Monthly Minimum CUF, whichever is higher
CC	Contract Capacity, stated in kW, for the Billing Period as provided in Schedule 2 of the PSA
H_t	Total number of hours in the Billing Period
H_O	Zero (0) for each Billing Period
H_{FM}	The Equivalent Hours of Force Majeure in the Billing Period
t	Billing Period

The formula to calculate *Q* and *AE* for any Billing Period shall be:

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

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

Where:

Q	As previously defined
AE	As previously defined
TED	Total Energy Delivered, which is the Actual Energy Delivered from the Facility and replacement power energy, during the Billing Period in kWh
CC	As previously defined
H_t	Total number of hours in the Billing Period
H_O	Zero (0) for each Billing Period, as the Seller has no Outage Allowance
H_{FM}	The Equivalent Hours of Force Majeure in the Billing Period
t	Billing Period

The formula to calculate the *HFM* shall be:

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

Where:

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

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

The VOMF shall be strictly based on actual energy delivered for the Billing Period. The formula to calculate VOMF shall be:

$$VOMF_t = VOMR_t \times AED_t$$

$$VOMRt = VOMR_{Base} \times \frac{PHCPI_{n-1}}{PHCPI_0}$$

Where:

$VOMF_t$	Corresponding VOMF to calculate the Total Generation Charge, expressed in Php for a Billing Period
$VOMR_t$	Component to calculate the VOMF*t*, as adjusted in accordance with the formula provided, expressed in PhP/kWh.
AE_t	Associated Energy, in kWh, based on the Minimum CUF for a Billing Period
AED_t	Actual Energy Delivered, in kWh, from the Facility during the Billing Period in kWh
$PHCPI_{n-1}$	PH CPI for All Income Households by Commodity Group (2018=100), for the month preceding the Billing Period, from the Philippine Statistics Authority
$PHCPI_0$	Philippine Consumer Price Index (PHCPI) for All Income Households by Commodity Group (2018=100), May 2026, equivalent to **135.8000**, from the Philippine Statistics Authority

Adjustment for Rebased Consumer Price Index. In the event the Philippine Statistics Authority (PSA) publishes or adopts a new base year for the Philippine Consumer Price Index (PHCPI) for All Income Households by Commodity Group, the Seller shall immediately utilize the monthly PHCPI values (PHCPIn-1) and the corresponding base index value (PHCPI0) under the newly rebased series in the computation of the Total Generation Charge, including all applicable components thereof, starting in the Billing Period immediately following the adoption or publication of such new base year.

Value Added Tax ("VAT") and Other Charges: Except for VAT, which shall be a pass-through component of the price, all other taxes and government dues, the WESM market fees, and ER 1-94 (Benefits to Host Community) shall be to the account of the Seller.

20. **Estimated Rate Impact**. Below is the calculated impact of the implementation of the *Subject PSA* on applicant CEBECO I's overall generation rate, with and without the additional supply from applicant EDC, as follows:

Indicative Rate Impact on the Generation Rate	
Generation rate **without** EDC	PhP7.8123/kWh
Generation rate **with** EDC	PhP7.4235/kWh
Rate Impact, Increase/(Decrease)	**PhP(0.3888)/kWh**

21. As shown in the rate impact analysis, the implementation of the *Subject PSA* is expected to benefit applicant CEBECO I and its consumers through an estimated **reduction** in the blended generation rate at PhP 0.3888/kWh. Accordingly, the *Subject PSA* will help ensure that applicant CEBECO I's end-users are provided with a continuous and reliable supply of electricity at affordable rates.

22. In addition to the rate impact analysis, Applicants emphasize that the Joint CSP was conducted pursuant to the applicable regulatory requirements to promote transparency and competition in the procurement of power supply and to ensure least-cost outcomes for consumers.

23. In ***Alyansa Para sa Bagong Pilipinas, Inc. v. Energy Regulatory Commission***[6] (the "***Alyansa Case***"), the Supreme Court held that competitive public bidding is the most efficient, transparent, and effective guarantee that there will be no price gouging by distribution utilities.

24. Considering that the *Subject PSA* was executed pursuant to the Joint CSP facilitated by the NEA-SBAC, and consistent with prevailing rules on CSP and the ***Alyansa Case***, the rates in the PSA and the other provisions contained therein ensure the provision of reliable, secure, and quality supply of power in the least-cost manner to applicant CEBECO I and its customers.

25. The Applicants submit the following documents for the evaluation of the *Joint Application*:

Description of Document	Annex
The *Subject PSA*	**1**
EDC's *Amended Articles of Incorporation*	**2**
EDC's *Amended By-Laws*	**2A**
EDC's *Amended General Information Sheet for 2026*	**2B**
CEBECO I's *Certificate of Registration*	**2C**
CEBECO I's *Certificate of Franchise*	**2D**
CEBECO I's *Articles of Incorporation*	**2E**
CEBECO I's *Articles of Amendment*	**2F**
CEBECO I's By-Laws	**2G**
CEBECO I's Sworn Certification of List of Board of Directors	**2H**
CEBECO I's *Supply-Demand Scenario, Existing Suppliers, Contract Utilization, and Average Daily Load Curves*	**3 and 3A**

[6] G.R. No. 227670, May 3, 2019.

Description of Document	Annex
CEBECO I's 2025 *Distribution Development Plan*	**3B**
CEBECO I's 2025 *Power Supply Procurement Plan*	**3C**
CEBECO I's latest submitted *Distribution Development Plan*	**3D**
CEBECO I's latest submitted *Power Supply Procurement Plan*	**3E**
Matrix Comparing the Terms of Reference Requirements vis-à-vis the pertinent provisions of the *Subject PSA*.	**4**
*EDC's Bid Form (in MS Excel and Portable Document Formats)**	**5**
EDC's *Financial Model (in MS Excel Format)**	**5A**
*Write-up on EDC's Generation and Power Rate**	**5A-1**
Sample Bill*	**5B**
CEBECO I's *Rate Impact Analysis (in MS Excel and Portable Document Format)*	**5C**
EDC's *Provisional Authority to Operate*	**6**
EDC's *Certification of WESM Registration*	**7**
CEBECO I's *WESM Registration*	**7A**
EDC's latest *Audited Financial Statement*	**8**
EDC's *Verified Certification showing list of Board of Directors*	**9**
Shareholder's Agreement**	**10**
CEBECO I's *Estimation of Potential Load Reduction*	**11**
EDC's *Certificate of Registration issued by the Board of Investments*	**12**
EDC's *Environmental Compliance Certificate issued by the Department of Environment and Natural Resources - Environmental Management Bureau*	**13**
EDC's *Amended Certificate of Endorsement* from the DOE	**14**
EDC's *Certification of Confirmation of Commerciality from the DOE*	**15**
Geothermal Renewable Energy Service Contract No. 2009-10-001 and its Amendment**	**15A and 15B**
Distribution Wheeling Service Agreement**	**16**
Water Permit**	**17**
Letter of Extension with attached Transmission Service Agreement and Metering Service Agreement	**18**
Related Agreements**	**19**
Fuel Contract and Procurement Plan**	**20**
Explanation on Fuel Procurement Process**	**21**
CEBECO I's Board Resolution	**D**
EDC Special Power of Attorney	**D-1**
EDC's Secretary's Certificate	**E**

Description of Document	Annex
NEA-SBAC CSP Report	**H**
Proof of NEA-SBAC Establishment	**I**
CSP Observers	**J**
Invitation to Bid	**K**
Certificate of Conformity issued by the NEA	**L**
Proof of Publication of the Invitation to Bid	**M to M-2A**
Proof of Posting of the Invitation to Bid	**N to N-2**
Bidding Procedures	**O**
Terms of Reference	**P**
Pre-bid Conference Report and Bid Bulletins	**Q to Q-5**
Eligibility Requirements	**R and Series**
Submission of Bids*	**S and Series**
Evaluation of Bids	**T and Series**
Award of Contract	**U and Series**
Notice to Execute Agreement Performance Bond Notice to Proceed	**V-1** **V-2** **V-3**
Protest Mechanism under the Bidding Procedures	**W**
Affidavit in Support of the Prayer for Provisional Authority or Interim Relief	**X**

** Subject of the Motion for Confidential Treatment of Information*
*** Subject of applicant EDC's Affidavit of Non-Applicability of Documentary Requirement*

PRAYER FOR PROVISIONAL AUTHORITY OR INTERIM RELIEF

26. Rule 16 of the *ERC 2026 RPP* provides that the Honorable Commission is authorized to issue provisional authority or interim relief prior to a final decision, provided the facts and circumstances alleged warrant such remedy.

27. Further, Section 28 of the *ERC 2026 CSP Guidelines* provides that, for a PSA resulting from a CSP conducted in accordance with the said Guidelines, including consistency of the PSA with the Terms of Reference, the Honorable Commission may grant provisional authority or interim relief when warranted under the circumstances.

28. Applicants hereby replead the foregoing allegations as may be applicable to support the prayer for the issuance of a provisional authority or interim relief, and state that:

28.1. The immediate implementation of the *Subject PSA* will partially address and augment the power requirement of applicant CEBECO I, in effect providing its consumers with stable, reliable, and secured power supply for the long-term.

28.2. It may be of interest to note that applicant CEBECO I's latest PSPP projected power supply deficit to range from 54.82 MW for 2027, to increase significantly if a PA or IR is not issued authorizing the immediate implementation of the *Subject PSA*.

28.3. If the PA or the IR is not issued pending the approval of the *Subject PSA*, applicant CEBECO I will be constrained to source the power supply deficit from the WESM, where prices are inherently volatile and susceptible to factors beyond its control, including geopolitical factors and fluctuations in fuel prices, consequently power interruption becomes unavoidable to the detriment of the member-consumers.

29. Moreover, as shown in the rate impact analysis discussed above, the implementation of the *Subject PSA* is projected to reduce applicant CEBECO I's blended generation rate, thereby providing an additional basis for its early implementation for the benefit of applicant CEBECO I.

30. The issuance of provisional authority or interim relief would therefore serve the interest of applicant CEBECO I and its consumers by helping ensure the timely availability of reliable and sufficient power supply while the instant *Joint Application* is being evaluated by the Honorable Commission.

31. In view of the foregoing, Applicants respectfully pray that the Honorable Commission issue a Provisional Authority or Interim Relief authorizing the implementation of the *Subject PSA* pending final resolution of the instant *Joint Application*.

32. To support the prayer for Provisional Authority or Interim Relief, the Affidavit of Getulio Z. Crodua, applicant CEBECO I's Acting General Manager, is attached to this *Joint Application*.

ALLEGATIONS IN SUPPORT OF THE MOTION FOR CONFIDENTIAL TREATMENT OF INFORMATION

33. Section 1, Rule 5 of the *ERC 2026 RPP* provides that a party to any proceeding before the Honorable Commission may request that certain information not be disclosed and be treated as confidential. Pursuant to this, applicant EDC prays that the information contained in the documents enumerated below be treated as *CONFIDENTIAL* and that the same be continuously protected from public disclosure, except to the officers and staff of the Honorable Commission (collectively referred to as the "Confidential Documents"):

Description of Document	Annex
EDC's *Bid Form (in MS Excel and Portable Document Formats)*	**5**
EDC's *Financial Model (in MS Excel Format)* *Write-up on EDC's Generation and Power Rate*	**5A** **5A-1**
Sample Bill	**5B**
Geothermal Renewable Energy Service Contract No. 2009-10-001 and its Amendment	**15A and 15B**
Financial Bid Forms submitted by Bidders for Lot 2	**S-6 to S-6C**

34. In the case of ***Air Philippines Corporation vs. Pennswell, Inc.***,[7] the Supreme Court defined "trade secrets" and explained that:

> "A trade secret is defined as a **plan or process, tool, mechanism or compound known only to its owner and those of his employees to whom it is necessary to confide it.** The definition also extends to a **secret formula or process not patented, but known only to certain individuals using it in compounding some article of trade having a commercial value.** A trade secret may consist of any **formula, pattern, device, or compilation of information** that: (1) is **used in one's business**;

[7] 564 Phil. 774 (2007), G.R. No. 172835.

and (2) **gives the employer an opportunity to obtain an advantage over competitors who do not possess the information**. Generally, **a trade secret is a process or device intended for continuous use in the operation of the business,** for example, a machine or formula, but can be a price list or catalogue or specialized customer list. **It is indubitable that trade secrets constitute proprietary rights."** *(Emphasis supplied.)*

35. Moreover, the Honorable Commission categorically acknowledged in its *Decision* in ERC Case No. 2015-111 RC[8] that formulas and pricing structures of a generation company must be accorded confidential protection, to *wit:*

> "In the case of PNOC RC, the documents sought to be protected from disclosure contain formula and pricing structures used in arriving at their proposed tariff. In fact, all three (3) documents were used by the Commission in evaluating the reasonableness of the proposed rate. **In the electric power industry w(h)ere prices is[sic] a major consideration in selecting one's supplier, it is apparent that the assumptions used in arriving at one's proposed tariff is considered a competitive leverage by one player against its competitors.**
>
> **Thus, the Commission resolves to treat the said documents confidential and may not be publicly disclosed."** *(Emphasis supplied).*

36. The *Confidential Documents* contain financial models, computation and calculation for rate determination and cost components. Hence, applicant EDC has actual and valuable proprietary interest to protect such information and data, which fall within the bounds of "trade secrets" that are entitled to protection under the Constitution, statutes, and rules and regulations of this Honorable Commission. The Financial Bid Forms submitted by the bidders for Lot 2 likewise contain commercially sensitive pricing information and bid structures, the disclosure of which may prejudice the bidders' competitive interests.

36.1. The foregoing annexes contain non-public and proprietary information and data relating to applicant EDC's

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

investments, business operations, and financial calculations. Applicant EDC determines, among others, its competitive rates and financial model based on such information and calculations. Accordingly, the methodologies and underlying data are proprietary and confidential in nature and are not generally available to the public. Applicant EDC's competitiveness may be seriously prejudiced by the unauthorized disclosure of such information and data.

36.2. Moreover, the interest of applicant CEBECO I's consumers is sufficiently protected by the review and evaluation of the rates under the *Subject PSA* by the Honorable Commission, without the need to disclose the contents of the *Confidential Documents*.

37. Further, the confidential treatment of the *Confidential Documents* is consistent with the Honorable Commission's *Updated Matrix of Confidential and Non-Confidential Document and Information* (as of 16 October 2024) (the *"Matrix"*). Under the *Matrix,* financial models, computations for rate determination, and cost components are recognized as confidential by reason of their proprietary value and nature as trade secrets. Moreover, the *Confidential Documents* include contractual arrangements relating to applicant EDC's geothermal resource development and operations, which may contain commercially sensitive and proprietary information. Accordingly, insofar as the *Confidential Documents* contain such proprietary information, financial assumptions, pricing methodologies, cost components, and commercially sensitive contractual provisions, applicant EDC respectfully submits that the same warrant confidential treatment consistent with the *Matrix*.

38. In view of the foregoing and pursuant to Rule 5 of the *ERC 2026 RPP*, applicant EDC respectfully requests that the *Confidential Documents* and the information contained therein be treated as confidential and privileged, and not be disclosed to persons other than the necessary officers and staff of this Honorable Commission. Applicants respectfully request that such confidential treatment remain effective for the duration of the Subject PSA, or until otherwise ordered by the Honorable Commission.

39. Applicant EDC hereby submits **Annexes "5", "5A", "5A-1", "5B", "15A" and "15B", and "S-6" to "S-6C"** in password-protected electronic copies, compiled in a separate folder clearly marked "Confidential Documents," together with a file marked "Confidential-Password" containing the password necessary to access the confidential documents. If required by the Honorable Commission, applicant EDC shall likewise submit

one (1) physical copy of each confidential document in a sealed envelope marked "Confidential."

PRAYER

WHEREFORE, premises considered, Applicants **ENERGY DEVELOPMENT CORPORATION ("EDC")** and **CEBU I ELECTRIC COOPERATIVE, INC. ("CEBECO I")** respectfully pray that the Honorable Commission:

1. **ISSUE AN ORDER** declaring the *Confidential Documents* as confidential information and directing that the same be treated with confidentiality and protected from public disclosure;

2. **ISSUE** the corresponding **PROTECTIVE ORDER** covering the *Confidential Documents*, in accordance with Section 2, Rule 5 of the ERC 2026 Rules of Practice and Procedure;

3. Pending final resolution of the instant Joint Application, **GRANT PROVISIONAL AUTHORITY** or **INTERIM RELIEF** authorizing the implementation of the *Subject PSA*, including the rates, fees, charges, and tariff adjustment mechanisms provided therein, and authorizing applicant CEBECO I to charge and collect the same from its customers reckoned from the commencement of supply by applicant EDC under the *Subject PSA*; and

4. After due notice and hearing, **ISSUE A DECISION APPROVING** the instant Joint Application and the *Subject PSA*, including the rates, fees, charges, and tariff adjustment mechanisms provided therein, and authorizing applicant CEBECO I to charge and collect the same from its customers reckoned from the commencement of supply by applicant EDC under the *Subject PSA*.

Other reliefs just and reasonable are likewise prayed for.

Quezon City and Cebu City for Pasig City, 4 November 2026.

<Signature Pages Follow>

ENERGY DEVELOPMENT CORPORATION

Applicant

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regteam@energy.com.ph; sampaga.crb@energy.com.ph

By:

GABRIEL S. VERGARA

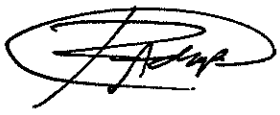
Vice President of EDC

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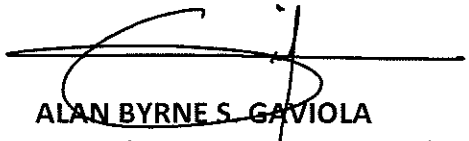
By:

GETULIO Z. CRODUA
Acting General Manager

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BY:

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PTR No. 927015; Province of Cebu; Feb. 17, 2022
IBP OR (To follow); Cebu City; Feb. 17, 2022
Roll No. 30385
MCLE Compliance III, 0019612; Dec. 14, 2010



ALAN BYRNE S. GAVIOLA
PTR No. 1579277; Cebu City; Dec. 09, 2025 (For 2026)
IBP No. 563859; Cebu City; Dec. 09, 2025 (For 2026)
Roll No. 62695
MCLE Compliance VIII – 0040042; Apr. 14, 2028

Republic of the Philippines)
QUEZON CITY) S.S.

VERIFICATION AND CERTIFICATION AGAINST FORUM SHOPPING

I, **GABRIEL S. VERGARA**, of legal age, married, with office address at Rockwell Business Center Tower 3, Ortigas Avenue, Pasig City, Metro Manila, after having been duly sworn to in accordance with law, do hereby depose and state that:

1. I am the **Vice President** of **ENERGY DEVELOPMENT CORPORATION** ("**EDC**") with authority to commence, initiate, sign, and file the foregoing Joint Application entitled *In the Matter of the Application for the approval of the Power Supply Agreement between EDC and Cebu I Electric Cooperative, Inc. (CEBECO I) with prayer for the provisional authority or interim relief and motion for confidential treatment of information* (the "Joint Application") with the Energy Regulatory Commission ("ERC");

2. I have caused the preparation of the Joint Application pursuant to Sections 25 and 45(b) of Republic Act No. 9136, otherwise known as the Electric Power Industry Reform Act of 2001, Rule 20(B) of ERC Resolution No. 01, Series of 2021, and Article VIII of ERC Resolution No. 7, Series of 2026;

3. The allegations in the Joint Application are true and correct based on my personal knowledge or the authentic records of EDC;

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

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

6. I or EDC have not commenced any other action or proceeding involving the same issues in the Supreme Court, the Court of Appeals or any court, tribunal, or quasi-judicial agency and, to the best of my

knowledge, no such other action or claim is pending therein; and

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

IN WITNESS WHEREOF, I have hereunto affixed my signature this day of NOV 0 4 2026 at **QUEZON CITY**.

GABRIEL S. VERGARA
Affiant

SUBSCRIBED and SWORN TO before me this day of NOV 0 4 2026, with affiant having presented to me his Passport ID No. P7606431B which will expire onSeptember 14, 2031, as competent and reliable evidence of his identity.

Doc. No. 69;
Page No. 15;
Book No. I;
Series of 2026.

ATTY. GEORGE S. CHUA JR.
Notary Public for Quezon City
until December 31, 2027
ADM MATTER No. NP-404 (2026-2027)
ROLL OF ATTORNEYS No. 80588
IBP No. 511134 - 12/20/2024 - RSM
PTR No. 8400882D - 01/09/2026 - Quezon City
MCLE Compliance No. VIII-0024004 - 04/14/2028
3 Hilltop Street, Horseshoe Village, Quezon City

REPUBLIC OF THE PHILIPPINES)
Province of Cebu. . . . . .)
Municipality of Dumanjug . . . . . .) S.S.

VERIFICATION and
CERTIFICATION AGAINST FORUM SHOPPING

I, **GETULIO Z. CRODUA**, Filipino, of legal age, with office address at CEBECO I, Bitoon, Dumanjug, Cebu, Philippines, after being sworn in accordance with law, hereby depose and say, that:

I am the Acting General Manager duly authorized by the Board of Directors to file the foregoing Joint Application;

I caused the preparation of the foregoing Joint Application. I have read and understood the foregoing Joint Application, the allegations of which are true and correct based on my own personal knowledge and/or on authentic records;

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

The factual allegations in the Application have evidentiary support, or if specifically so identified, will likewise have evidentiary support;

That CEBECO I has not commenced any action or proceedings involving the same issues before the Supreme Court, Court of Appeals, or any other tribunal or agency; that to the best of our knowledge, no such action or proceeding is pending in the Supreme Court, Court of Appeals, or any other tribunal agency; that should hereafter we learn that a similar action or proceedings has been filed or is pending before the Supreme Court, Court of Appeals, or any other Tribunal or agency, we shall undertake to report to the Honorable Commission of said fact within five (5) days from knowledge therefrom; and

IN WITNESS WHEREOF, I have hereunto affixed my signature this **9th** day of **November 2026** at Dumanjug, Cebu, Philippines.

GETULIO Z. CRODUA
Affiant

SUBSCRIBED AND SWORN to before me this **9th** day of **November 2026** at Dumanjug, Cebu, Philippines. Affiant, for purposes of identification, exhibited to me his PRC identification card with Registration No. 0003895 valid until 10 June 2028.

Doc. No. 1641;
Page No. 94;
Book No. 13;
Series of 2026.

NOTARIZATION ONLY

ATTY. MARICHEL B. BAYADOG-PAYE
Notary Public for Cebu Province (Barili, Dumanjug, Ronda, Alcantara, Moalboal and Badian)
Until December 31, 2027
JCMJ Center, Ilaya, Dumanjug, Cebu 6035
Roll No: 78417 -Not Com No. BRL-NC-093
PTR. No: 2505015, November 26, 2025, Cebu City
IBP No: 560955, November 26, 2025, Cebu City
MCLE Compliance No: VIII-0007627, March 18, 2024