

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

IN THE MATTER OF THE JOINT
APPLICATION FOR APPROVAL OF
THE EMERGENCY POWER SUPPLY
AGREEMENT ENTERED INTO BY
AND BETWEEN BATANGAS II
ELECTRIC COOPERATIVE, INC. AND
SOUTHWEST LUZON POWER
GENERATION CORPORATION, WITH
PRAYER FOR CONFIDENTIAL
TREATMENT OF INFORMATION

ERC CASE NO. 2026-037 RC
March 17, 2026

BATANGAS II ELECTRIC
COOPERATIVE, INC. AND
SOUTHWEST LUZON POWER
GENERATION CORPORATION,
Joint Applicants.

X ----- X

JOINT APPLICATION
(With Prayer for Confidential Treatment of Information)

Applicants **BATANGAS II ELECTRIC COOPERATIVE, INC. (“BATELEC II”)** and **SOUTHWEST LUZON POWER GENERATION CORPORATION (“SLPGC”)**, through the undersigned counsels and unto the Honorable Commission, most respectfully state that:

1. Applicant **BATELEC II** is a non-stock, non-profit Electric Cooperative (“EC”) duly organized and existing by virtue of Presidential Decree No. 269, as amended, and other pertinent laws of the Republic of the Philippines, with principal office address at Antipolo Del Norte, Lipa City, Batangas. Applicant BATELEC II serves the power requirements of the cities of Lipa and Tanauan, and the municipalities of Alitagtag, Balete, Cuenca, Laurel, Lobo, Mabini, Malvar, Mataas na Kahoy, Padre Garcia, Rosario, San Jose, San Juan, Talisay, Taysan and Tingloy. (collectively, the “Franchise Area”). For purposes of this *Joint Application*, applicant BATELEC II is represented herein by its General Manager, **ENGR. OCTAVIOUS M.**

MENDOZA, duly authorized by virtue of Board Resolution No. 425, series of 2025.¹

2. Applicant **SLPGC** is a corporation duly organized and existing under and by the laws of the Republic of the Philippines, with principal office address at Brgy. San Rafael, City of Calaca, Batangas, Philippines. For purposes of this *Joint Application*, applicant SLPGC is represented by its Vice President Asset Registry, **MR. JOHN R. SADULLO** and **MR. RICARDO R. DULDOCO**, duly authorized for the purpose by virtue of the Secretary's Certificate dated 16 January 2026.²

3. Applicants may be served with the Honorable Commission's orders, notices, and other processes through their respective undersigned counsels at the addresses indicated herein.

NATURE OF THE APPLICATION

4. The instant *Joint Application* for the approval of the *Emergency Power Supply Agreement* ("EPSA") entered into by and between the Applicants dated 23 December 2025 (the "*BATELEC II-SLPGC EPSA*") is being submitted to the Honorable Commission for its review and approval pursuant to Sections 25³ and 45(b)⁴ of Republic Act ("RA") No. 9136, otherwise known as the Electric Power Industry Reform Act of 2001 (the "EPIRA"), Rule 20(B) of the Honorable Commission's *Resolution* No. 01, Series of 2021⁵ (the "*ERC Revised Rules of Practice and Procedure*"), and *Resolution* No. 16, Series of 2023⁶ (the "*ERC Implementing Guidelines for the Procurement, Execution, and Evaluation of Power Supply Agreements*"), and Department of Energy's ("DOE") *Department Circular* No. 2023-06-0021 (the "*DOE 2023 CSP Policy*").⁷

5. In compliance with Section 2, Rule 6 of the *Energy Regulatory Commission's* ("*ERC*") *Revised Rules of Practice and Procedure*, a copy of the

¹ See **Annex "B"** of the *Joint Application*.

² See **Annex "K"** of the *Joint Application*.

³ 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.

⁴ Distribution utilities may enter into bilateral power supply contracts subject to review by the ERC: xxx.

⁵ A Resolution Adopting the Revised Rules of Practice and Procedure of the Energy Regulatory Commission.

⁶ Entitled, "*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.*"

⁷ Entitled, "*Prescribing the Policy for the Mandatory Conduct of the Competitive Selection Process by the Distribution Utilities for the Procurement of Power Supply for their Captive Market*"

instant *Joint Application* (with all its annexes and accompanying documents, except those subject of a motion for confidential treatment of information) shall be furnished to the following offices:

- a. Office of the City Mayor of Lipa;
- b. Office of the Presiding Officer of the *Sangguniang Panlungsod* of the City of Lipa;
- c. Office of the Provincial Governor of Batangas;
- d. Office of the Presiding Officer of the *Sangguniang Panlalawigan* of the Province of Batangas;
- e. Office of the City Mayor of Calaca, Batangas;
- f. Office of the Presiding Officer of the *Sangguniang Panlungsod* of the City of Calaca;

6. Further, this *Joint Application* shall also be published in a newspaper of general circulation.

ALLEGATION ON TIMELINESS

7. For purposes of the filing of this *Joint Application*, its timeliness is reckoned from **25 December 2025**.

STATEMENT OF FACTS

8. In 2023, Applicant BATELEC II conducted two (2) rounds of Competitive Selection Process (“CSP”) for the power requirements of its franchise area, all of which failed due to non-participation of prospective bidders as declared by the Third Party Bids and Awards Committee (“TPBAC”) in its *Board Resolution* No. 004, Series of 2023⁸ and *Board Resolution* No. 434, Series of 2023.⁹ This development allowed BATELEC II to conduct direct negotiations for its intended Power Supply Agreement (“PSA”),¹⁰ guided by the principle that it is obligated to procure electricity in the least cost manner.¹¹ Notwithstanding applicant BATELEC II’s diligent efforts and negotiations undertaken with prospective suppliers in the manner required under law, none of these resulted in a consummated and executed PSA.¹²

⁸ Annex “G” hereof.

⁹ Annex “G-1” hereof.

¹⁰ See Article IV, Section 10 of the *ERC Implementing Guidelines for the Procurement, Execution, and Evaluation of Power Supply Agreements* which provides, among others, that “[d]irect negotiation with an interested Captive Market Supplier for the supply of electricity may be undertaken by the DU x x x after at least two (2) failed competitive public bidding x x x”.

¹¹ See Section 23 of RA 9136.

¹² See *Board Resolution No. 196, Series of 2024* attached as Annex “G-3” hereof

9. In April 2025, applicant BATELEC II initiated another CSP proceedings for the supply of thirty megawatts (30 MW) as shown in the email correspondence of applicant BATELEC II with the National Electrification Administration (“NEA”).¹³ However, as of date, and despite applicant BATELEC II’s diligent performance, the bidding documents submitted by applicant BATELEC II remain pending review and approval by the NEA, and the completion of the CSP process is necessarily subject to further regulatory timelines, including approval by the Honorable Commission.

10. The situation was made critical by the escalating and volatile prices in the Wholesale Electricity Spot Market (“WESM”), a risk that would have inevitably been borne by its Member-Consumer-Owners (“MCOs”) had applicant BATELEC II not secured a temporary and stable power supply through a PSA or EPSA.

11. To address its interim power supply requirements, applicant BATELEC II entered into a *Contract for the Supply of Electrical Energy* with the Power Sector Assets and Liabilities Management Corporation (“PSALM”) (the “*PSALM CSEE*”) covering the period from February 2025 until 25 August 2025 which was extended to **25 December 2025** by a *Letter of Agreement*. The *CSEE* was intended solely as a temporary measure while applicant BATELEC II pursued a long-term power supply through a duly conducted CSP.

12. Faced with the imminent expiration of the *PSALM CSEE* on 25 December 2025, pending review of the CSP documents with the NEA and in anticipation of the time it would take for the CSP process to be completed, applicant BATELEC II was left with no viable alternative but to immediately solicit offers for emergency power supply. However, no proposals were submitted in response to the first invitation to submit offers.

13. On 18 November 2025, 20 November 2025, and 03 December 2025, applicant BATELEC II respectively notified the Honorable Commission, the NEA, and the DOE of its need for and intention to enter into an EPSA. Accordingly, applicant BATELEC II solicited proposals¹⁴ to potential power suppliers, namely: applicant SLPGC, GNPowder Kauswagan Ltd. Co. (“GNPK”), Therma Luzon, Inc. (“TLI”), and Sual Power, Inc. (“SPI”) for an emergency power supply in accordance with the prevailing procurement guidelines.

¹³ Annex “G-5” and series hereof.

¹⁴ Annex “G-6” and series hereof.

14. On 10 December 2025 applicant BATELEC II evaluated the offers¹⁵ received and proceeded to the conduct of due diligence. After determining that applicant SLPGC's offer was most advantageous to applicant BATELEC II's MCOs, applicant BATELEC II issued *Board Resolution* No. 423, Series of 2025,¹⁶ approving the execution of the emergency power supply agreement with SLPGC.

15. On 23 December 2025, Applicants signed and executed the *BATELEC II-SLPGC EPSA* subject of this *Joint Application*.

The expiration of the term of the PSALM CSEE without any PSA approved to replace the same not owing to any negligence on the part of applicant BATELEC II, constitutes a fortuitous event allowing Applicants to execute the BATELEC II-SLPGC EPSA subject of this Joint Application

16. Section 3.8. of the *DOE 2023 CSP Policy* defines a fortuitous event as "any extraordinary event not foreseeable or avoidable, or to an event that could not be foreseen, **or which, though foreseen, is inevitable and independent of human will or the DU's participation**, whether by active intervention, neglect or **failure to act.**" The Supreme Court as early as the case of *Murillo vs. Mendoza*, G.R. No. L-46020, 8 December 1938, in resolving events which would constitute as force majeure likened it to addressing the question of whether unforeseen acts arose wherein no fault or negligence from those involved intervened.

17. Applying the foregoing, the antecedents presented herein clearly constitute a fortuitous event, justifying the execution of the *BATELEC II-SLPGC EPSA*. The failure of applicant BATELEC II's CSPs for reasons outside of its control or attributable to any negligence on its part, the unanticipated circumstances in regulatory approval of its documents for a new conduct of CSP, and the external circumstances such as volatile market conditions have created an extraordinary situation not reasonably foreseeable nor attributable to any fault of applicant BATELEC II.

17.1. **First**, applicant BATELEC II has exerted utmost efforts to conduct and conclude a CSP for its power requirements, in the least cost manner. Unfortunately, and to reiterate, for reasons outside of its control or attributable to any

¹⁵ Annex "G-8" and series hereof.

¹⁶ Annex "G-9" hereof.

negligence on its part, said CSPs failed. Applicant BATELEC II thus immediately proceeded to directly negotiate for its PSA by sending Invitations for Negotiations to First Gen Corporation, ACEN Corporation, SN Aboitiz Power Benguet, Inc., and Aboitiz Power, however no proposals were submitted, hence leaving applicant BATELEC II without a PSA to execute.¹⁷ In fact, despite such failure, applicant BATELEC II sent a *Letter* to the NEA dated 02 July 2024 endorsing *Board Resolution* No. 196, series of 2024¹⁸ seeking approval to extend applicant BATELEC II's timeline for its direct negotiation which was however denied.¹⁹

17.2. **Second**, it bears stressing that the *BATELEC II-SLPGC EPSA* serves only as an interim measure, until such time that the NEA may properly review and approve applicant BATELEC II's prospective bidding documents, and the latter may conclude its intended CSP.

18. All things considered, the above-described events legally justify the execution of the *BATELEC II-SLPGC EPSA* dated 23 December 2025.

ABSTRACT OF THE BATELEC II-SLPGC EPSA AND RELATED INFORMATION

19. The *BATELEC II-SLPGC EPSA* is intended to cover applicant BATELEC II's base load requirements, as detailed in its Supply-Demand Scenario.²⁰

20. **Generation Facility.** The power to be provided to applicant BATELEC II will be sourced from applicant SLPGC's 2 x 150 MW Coal Thermal Fired Power Plant in Calaca, Batangas (the "Power Plant"). Applicant SLPGC shall supply power to applicant BATELEC II under the terms stipulated in the *BATELEC II-SLPGC EPSA*.

21. Salient Features of the BATELEC II-SLPGC EPSA.

21.1. **Term:** The term of the *BATELEC II-SLPGC EPSA* shall be from December 26, 2025 to December 25, 2026.

¹⁷ See TPBAC Resolution No. 001-05-13, Series of 2024 attached as **Annex "G-2"** hereof.

¹⁸ **Annex "G-3"** hereof.

¹⁹ **Annex "G-4"** hereof.

²⁰ A copy of its Supply and Demand Scenario, Details of Existing Suppliers, Contract Utilization and Average Daily Load Curve, in accordance with the prescribed formats under Annexes 1 and 2 of the Appendix "F" of Resolution No. 16, Series of 2023 ("Prefiling Checklist"), are attached hereto as **Annex "C"** hereof.

21.2. Contract Type: 30 MW Firm.

21.3. Contracted Capacity:

Applicant SLPGC shall ensure sufficient, continuous, and uninterrupted supply of Thirty Megawatts (30 MW) Baseload Contract Capacity (“BLCC”) in accordance with the terms of this EPSA.

21.4. Billing and Settlement: Applicant SLPGC shall issue an invoice to applicant BATELEC II within ten (10) calendar days after the end of each Billing Month, which runs from the 26th of the current month to the 25th of the succeeding month. Payment shall be due on or before noon of the 25th day of the month following the Billing Month, or on the preceding business day if the due date falls on a non-business day. Any unpaid amount shall incur late payment interest at one percent (1%) per month. This is without prejudice to the right of applicant SLPGC to suspend supply while demanding payment of all outstanding amounts, including accrued interest.

Applicant BATELEC II remains obligated to settle all outstanding invoices and obligations even after the Contract Period expires, notwithstanding any disputed bills, without prejudice to applicable interest and penalties.

21.5. Termination: Either Party may terminate the *BATELEC II-SLPGC EPSA* with immediate effect by serving written notice to the other Party in the event that the other Party breaches any provision of the *BATELEC II-SLPGC EPSA* and fails to cure such breach within a period of thirty (30) calendar days from receipt of notice of such breach or default.

21.6. Generation Charge:

Electricity Fees = (Delivered Energy × Total Fee) × (1 + VAT Rate)

where:

Delivered Energy = the total Energy (kWh) declared to WESM by the

applicant SLPGC intended for the applicant BATELEC II for the relevant billing month, subject to adjustment due to Force Majeure, if applicable.

Total Fee = Total of:

Capacity Recovery Fee:	1.3000 Php/kWh
Fixed O&M Fee:	0.7579 Php/kWh
Variable O&M Fee:	0.1270 Php/kWh
Fuel Fee:	<u>2.0430 Php/kWh</u>
Effective Rate:	4.2279 Php/kWh

VAT Rate = the current Value Added Tax

22. **Estimated Rate Impact.** Based on applicant BATELEC II’s rate impact analysis, the implementation of the subject EPSA will result in a minimal and reasonable upward adjustment in the total generation cost of its member-consumer-owners, as follows:

Particulars	Rate Impact Average
With EPSA	5.4409
Without EPSA	5.3251

This minimal adjustment, nevertheless, is outweighed by the benefits of ensuring a stable, reliable, and adequate supply of electricity, as it provides a guaranteed power source necessary to meet the growing energy demand of consumers within BATELEC II’s franchise area. A copy of the Rate Impact Simulation is hereto attached as **Annex “E”**.

23. Copies of the following documents and/or information are attached to this *Joint Application* as annexes and made integral parts hereof:

Annex	Documents/Information
“A”	<i>BATELEC II-SLPGC EPSA</i> dated 23 December 2025
“B”	Applicant BATELEC II’s Board Resolution No. 425, series of 2025
“B-1”	Applicant BATELEC II’s Board Resolution No. 426, series of 2025

"C"	Applicant BATELEC II Supply and Demand Scenario, Details of Existing Suppliers, Contract Utilization
"D"	Applicant BATELEC II Average Daily Load Curve
"E"	Estimated Rate Impact Analysis
"F"	Executive Summary of the <i>BATELEC II-SLPGC EPSA</i>
"G"	Applicant BATELEC II's Board Resolution No. 004, Series of 2023
"G-1"	Applicant BATELEC II's Board Resolution No. 434, Series of 2023 – declaring failure of the conduct of the first and second round of CSP, respectively, due to non-participation of bidders
"G-2"	TPBAC Resolution No. 001-05-13, Series of 2024 – Declaring failed direct negotiations due to non-submission of proposals
"G-3"	Applicant BATELEC II's Board Resolution No. 196, Series of 2024 – Declaring failure of direct negotiation and seeking NEA's Approval in Extending BATELEC II's Timeline for Direct Negotiation
"G-4"	NEA Letter dated 08 July 2024 denying applicant BATELEC II's request to extend timeline for direct negotiation
"G-5" and series	Email correspondence of applicant BATELEC II with NEA showing its initiation of CSP proceedings for the supply of thirty (30) megawatts (MW)

“G-6” and series	Applicant BATELEC II’s Solicitation Letters to various generation companies
“G-7” and series	Responses received from various generation companies on the solicitation letters of Applicant BATELEC II
“G-8” and series	Applicant BATELEC II’s Letter Evaluation of Proposals
“G-9”	Applicant BATELEC II’s Board Resolution No. 423, Series of 2025 – Approving the execution of the BATELEC II-SLPGC EPSA
“H”	SLPGC’s Financial Model and Generation Rate and Derivation
“I”	SLPGC’s Sworn Statement on Detailed Fuel Supply Plan
“I-1”	SLPGC’s Contract for Supply and Purchase of Steam Coal
“J”	SLPGC Relevant Technical and Economic Characteristics of the Generation Capacity
“J-1”	SLPGC Capacity Allocation
“J-2”	SPLGC Explanation on Project Cost
“K”	SLPGC Secretary’s Certificate
“L”	SLPGC Sample Bills
“M” and series	Proof of Service to LGU Offices
“N”	Proof of Publication
“O”	Explanation for Non-Applicability of Documents

The conduct of a CSP is not required and the BATELEC II-SLPGC EPSA is immediately implementable

24. Applicant BATELEC II need not undergo a CSP prior to the execution of the *BATELEC II-SLPGC EPSA*. Moreover, the *BATELEC II-SLPGC EPSA* is immediately implementable upon its execution consistent with the prevailing regulations of this Honorable Commission and the DOE.

25. Under Sections 2.3 and 2.3.5 of the *DOE 2023 CSP Policy*, the conduct of a CSP is not required for the negotiated procurement of emergency power supply, and the filing for approval of an emergency power supply agreement with the Honorable Commission does not need any prior clearance or certification from the DOE.

26. In compliance with prevailing regulations, the generation component to be charged under the *BATELEC II-SLPGC EPSA*, pending the Honorable Commission’s approval of the same, shall be capped at the latest ERC-approved generation tariff for the plant.

ALLEGATIONS RELATIVE TO THE PRAYER FOR CONFIDENTIAL TREATMENT OF INFORMATION

27. Section 2, Rule 4 of the *ERC Revised Rules of Practice and Procedure* provides that a party to a proceeding before the Honorable Commission may move for information to be treated as confidential.

28. Applicant SLPGC prays that 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 “Confidential Documents”):

Annex	Documents/Information
“H”	SLPGC Financial Model and Generation Rate and Derivation
“I”	SLPGC’s Sworn Statement on Detailed Fuel Supply Plan
“I-1”	SLPGC’s Contract for Supply and Purchase of Steam Coal
“J-2”	SPLGC Explanation on Project Cost
“L”	SLPGC Sample Bills

29. The Confidential Documents contain certain non-public information, data, and calculations involving business operations and financial trade secrets reflecting applicant SLPGC's investment and business calculations. As such, the foregoing information, data, and calculations fall within the bounds of "trade secrets" that are entitled to protection under the law.

30. In the case *Air Philippines Corporation vs. Pennswell Inc.*,²¹ the Supreme Court defined "trade secret" as follows:

"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 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 advantage over competitors who do not possess the information. Generally, a trade secret is a process or device intended for continuous 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."

31. Also, the Confidential Documents were prepared and developed for the exclusive use of applicant SLPGC, and are designed for the specific use of the company in its power generation business. Consequently, should the same be disclosed to the public, they could easily be copied or used by applicant SLPGC's competitors or other entities engaged in the power business for their own benefit, and to the prejudice of applicant SLPGC.

32. The interest of applicant BATELEC II's MCOs are sufficiently protected by the review and evaluation of the rates under the *BATELEC II-SLPGC EPSA* by the Honorable Commission, without the need to disclose the contents of the Confidential Documents.

²¹ G. R. No. 172835, 13 December 2007.

33. Given the foregoing, the Confidential Documents qualify as “confidential information” and applicant SLPGC respectfully moves for the issuance of a Protective Order to this effect.

PRAYER

WHEREFORE, premises considered, Joint Applicants **BATANGAS II ELECTRIC COOPERATIVE, INC.** and **SOUTHWEST LUZON POWER GENERATION CORPORATION**, most respectfully pray that the Honorable Commission:

1. **ISSUE AN ORDER** declaring the Confidential Documents attached hereto as **Annexes “H”, “I”, “I-1”, “J-2”, and “L”** as confidential information as well as directing that the same be treated with confidentiality and be protected from public disclosure;
2. **ISSUE** the corresponding **PROTECTIVE ORDER** in accordance with Section 2, Rule 4 of the *ERC Revised Rules of Practice and Procedure*;
3. After due notice and hearing, **ISSUE A DECISION** (i) approving the *Joint Application in toto* which will thereby allow/authorize applicant BATELEC II to charge and collect the fees from its consumers reckoned from the commencement of the supply to the latter by applicant SLPGC; and (ii) directing that the rates, terms, and conditions of the *BATELEC II-SLPGC EPSA* be retroactively applied for the entire term of the *BATELEC II-SLPGC EPSA*.

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

Pasig City and Quezon City for Pasig City, 02 March 2026.

-signature pages follow-

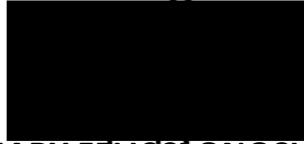
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MARY FELICIA ONGCHUAN

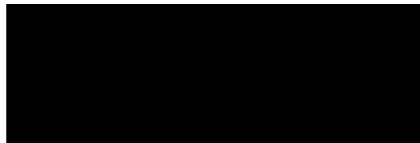
Roll of Attorneys No. 65610

PTR No. 8400683D – 01/09/2026 – Quezon City

IBP No. 575481 – 12/29/2025 – Quezon City (2026)

MCLE Compliance No. VIII-0037376 – 04/14/2028

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GEORGE SO CHUA, JR.

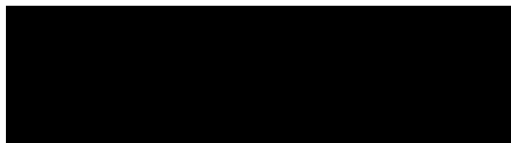
Roll of Attorneys No. 80588

PTR No. 8400682D – 01/09/2026 – Quezon City

IBP No. 511134 – 12/20/2024 – RSM

MCLE Compliance No. VIII-0024004 – 04/14/2028

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ROBERTO ANTON C. ADAP

Roll of Attorneys No. 84350

PTR No. 25219461A / 01-22-2026 / Cainta City

IBP No. 581198 / 12-31-2025 / RSM

MCLE Compliance No. VIII - 0038874 - 06-20-2028

**DECHAVEZ LERIOS-AMBOY AND EVANGELISTA
LAW OFFICES²²**

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By:



LORAINE B. BOBILES

Roll of Attorneys No. 73213

PTR No. 3985843, January 07, 2026, Pasig City

IBP Member No. 589395, January 06, 2026, RSM Chapter

MCLE Compliance No. VIII – 0027697, Valid Until 14 April 2028

²²Pursuant to Office of the Court Administrator Circular No. 56-2015, hereunder are the MCLE Compliance Numbers of the undersigned Firm's name partners, to wit:

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

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

VERIFICATION AND CERTIFICATION OF NON-FORUM SHOPPING

I, **RICARDO ERVIN R. DULDOCO**, Filipino, of legal age, and with office address located at 2nd Floor, DMCI Plaza, 2281 Don Chino Roces Avenue, Makati City, after having been duly sworn in accordance with law, hereby depose and state under oath that:

1. I am the duly authorized representative of Southwest Luzon Power Generation Corporation (the "**Corporation**"), a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Brgy. San Rafael, City of Calaca, Batangas, Philippines.
2. Pursuant to and by virtue of such authority, I caused the preparation of the foregoing Application, captioned "*In the Matter of the Application for the Approval of the Emergency Power Supply Agreement (EPSA) Between Southwest Luzon Power Generation Corporation (SLPGC) and Batangas II Electric Cooperative, Inc. (BATELEC II) With Motion for Confidential Treatment of Information*".
3. I have read the contents of the *Application* and attest that to the best of my knowledge and based on authentic records, the allegations therein are true and correct.
4. The *Application* is not filed to harass, unnecessarily delay, or needlessly increase the cost of litigation.
5. The factual allegations therein have evidentiary support, or, if specifically, so identified, will likewise have evidentiary support after a reasonable time.
6. I hereby certify that the Corporation has not commenced any action or filed any claim involving the same issues in any court, tribunal, or quasi-judicial agency, and to the best of my knowledge, no such other action or claim is pending therein. Should I thereafter learn that the same or similar action or claim has been filed or is pending, I shall report such fact to this Honorable Commission within five (5) calendar days from acquiring knowledge thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this MAR 02 2026.

RICARDO ERVIN R. DULDOCO
/ Authorized Representative

SUBSCRIBED AND SWORN, to before me, a notary public in and for the city named above on _____, personally appeared Ricardo Ervin R. Duldoco who has satisfactory proven to me his identity through his Unified Multi-Purpose ID CRN – 0111-4048523-8 issued by the Republic of the Philippines, bearing his photograph and signature; and that he is the same person who personally signed before me and acknowledged that he executed the same.

Doc. No. 325
Page No. 69
Book No. 1
Series of 2026.

ATTY. RUBEN M. AZAÑES JR
NOTARY PUBLIC

ADM. MATTER NO.: NP-098 (2025 - 2026)
VALID UNTIL DECEMBER 31, 2026

IBP No.: 126827610 / 01-05-2026 / QC IBP ROLL NO.: 46427
PTR No. 8371171 / 01/05/2026 / QC/TIN 140-394-836-0001
MCLE Compliance No.: VIII-0023991 Valid until April 14, 2028
Add.: 2A 3rd Avenue 2nd Floor Bagong Lipunan ng Crame, Quezon City

VERIFICATION AND CERTIFICATION
OF NON-FORUM SHOPPING

I, **OCTAVIOUS M. MENDOZA**, Filipino, of legal age, and with office address at **Batangas II Electric Cooperative, Inc. (BATELEC II)**, Antipolo Del Norte, Lipa City, after having been duly sworn in accordance with law, do hereby depose and state that:

1. I am the General Manager and authorized representative of **BATELEC II**, applicant in this **Joint Application**, as evidenced by the attached Board Resolution No. 425, Series of 2025;

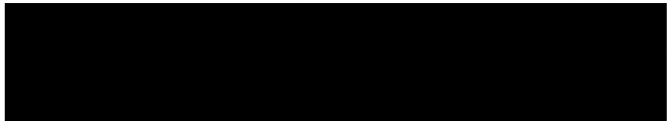
2. I have caused the preparation of the instant **Joint Application** and read the contents thereof, and I attest to the authenticity and veracity of all the documents attached herein as based on existing and authentic records of **BATELEC II**;

3. I also attest that the factual allegations in the **Joint Application** are not filed to harass, cause unnecessary delay, or needlessly increase the cost of litigation;

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

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

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



OCTAVIOUS M. MENDOZA

Declarant

MAR 02 2026

SUBSCRIBED AND SWORN to before me this day of _____ in LIPA CITY. Declarant exhibited to me his Driver's License ID bearing No. D01-88-038137. Said ID bears his picture and signature.


ATTY. MARIETA BAROJA ICARTA
NOTARY PUBLIC

NC No. 2025-0025 Until December 31, 2027
116 Tanco Drive, Marawoy, Lipa City, Batangas
PTR No. 6857132; 01/05/2026 Lipa City
IBP Life Member No. 04827; Roll of Attorney No. 25111
MCLE Compliance No. VIII-0017186

Doc. No. 446;
Page No. 91;
Book No. 2;
Series of 2026.