

Republic of the Philippines
ENERGY REGULATORY COMMISSION
 Exquadra Tower
 1 Jade Drive, Ortigas Center
 Brgy. San Antonio, Pasig City

**IN THE MATTER OF THE JOINT
 APPLICATION FOR THE
 APPROVAL OF THE POWER
 SUPPLY AGREEMENT
 BETWEEN MANILA ELECTRIC
 COMPANY AND FIRST
 QUEZON BIOGAS CORP.,
 WITH PRAYER FOR THE
 ISSUANCE OF A
 PROVISIONAL AUTHORITY
 AND/OR INTERIM RELIEF AND
 MOTION FOR CONFIDENTIAL
 TREATMENT OF
 INFORMATION**

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ERC CASE NO. 2025-163 RC

September 03, 2025

**MANILA ELECTRIC COMPANY
 AND FIRST QUEZON BIOGAS
 CORP.,**

Applicants.

X-----X

JOINT APPLICATION

**WITH PRAYER FOR THE ISSUANCE OF A PROVISIONAL
 AUTHORITY AND/OR INTERIM RELIEF AND MOTION FOR
 CONFIDENTIAL TREATMENT OF INFORMATION**

Applicants MANILA ELECTRIC COMPANY ("MERALCO") and
 FIRST QUEZON BIOGAS CORP. ("FQBC") (collectively, the
 "Applicants"), by undersigned counsel, and to this Honorable
 Commission, most respectfully state:

I. THE APPLICANTS

A. MERALCO

1. Applicant MERALCO is a private corporation existing under the laws of the Republic of the Philippines, with principal office located at Lopez Building, Ortigas Avenue, Brgy. Ugong, Pasig City. It may be served with notices and other processes of this Honorable Commission through its counsel at the address indicated herein.

2. MERALCO has a legislative franchise to operate and maintain a distribution system in the cities/municipalities of Metro Manila, Bulacan, Cavite and Rizal and certain cities/municipalities/barangays in Batangas, Laguna, Quezon and Pampanga, pursuant to Republic Act Nos. 9209 and 12146, and is authorized to charge all its customers for their electric consumption at the rates approved by the Honorable Commission.

B. FQBC

3. Applicant FQBC is a private corporation duly organized and existing under the laws of the Philippines, with address at Sitio Pulong Gubat, Brgy. Sta. Catalina Sur, Candelaria, Quezon. It may be served with notices and other processes of this Honorable Commission through its counsel at the address indicated herein.

4. FQBC shall construct, own, operate, manage and maintain a 1.429 MW biogas power plant located at Candelaria, Quezon on the island of Luzon (the "Plant").

II. STATEMENT OF FACTS

A. FQBC's Unsolicited Proposal and the Plant's comprehensive benefits

5. On 19 March 2025, FQBC submitted an unsolicited proposal to MERALCO for a long-term Power Supply Agreement ("PSA") for a baseload supply to be generated from its pioneering renewable energy biogas Plant.

6. Driven by the community of poultry farmers in the province of Quezon and their critical need for a sustainable solution to agricultural waste and manure disposal, FQBC envisioned a waste-to-energy project that will not only address environmental concerns but also foster renewable energy development in the region.

7. The Plant will utilize advanced anaerobic digestion technology to convert agricultural waste into clean, renewable energy.

This process not only generates electricity, but also yields significant environmental benefits by providing a sustainable disposal solution to agricultural waste and manure, thereby reducing greenhouse gas emissions and supporting the Philippines' climate change mitigation goals. As an added benefit, the resulting by-product of the Plant's electricity generation is valuable biofertilizer which can provide farmers with an affordable and sustainable alternative to chemical fertilizers, thereby bolstering local food security and promoting a circular economy.

8. The Plant offers substantial benefits to both the local community and the environment. By creating job opportunities for local residents during construction and operation, the Plant stimulates economic growth in the Quezon Province, fostering financial stability and skill development. Additionally, the Plant's innovative approach minimizes land use compared to other waste-to-energy facilities, such as incineration-based plants, which often require larger footprints and produce higher emissions. Unlike traditional waste-to-energy systems that may release harmful pollutants, the Plant's anaerobic digestion technology ensures a cleaner process with minimal air and water pollution, preserving the region's natural ecosystems. Furthermore, the production of biofertilizer as a by-product supports local farmers by reducing reliance on costly chemical fertilizers, enhancing soil health, and promoting sustainable agriculture practices that align with long-term environmental goals.

9. Given the foregoing, FQBC's proposal for a pioneering waste-to-energy biogas renewable energy power plant generation facility is in parallel with MERALCO's long-term sustainability programs and meets at least five (5) Sustainable Development Goals ("SDGs") adopted by all United Nations Member States, namely: affordable and clean power, food security, economic growth, sustainable production and consumption, and climate action.¹

B. MERALCO's PSPP and the DOE CSP Policy and ERC CSP Guidelines when a PSA is exempted from CSP

10. Following the conduct of a detailed evaluation of FQBC's proposal, MERALCO determined that the execution of a PSA is not only aligned with its 2025 Power Supply Procurement Plan ("PSPP")² where a renewable energy (RE) baseload supply requirement is needed, but will

¹ May be accessed at <<https://sdgs.un.org/goals>>, last accessed on 30 July 2025.

² On 15 April 2025, the Department of Energy ("DOE") approved MERALCO's 2025 PSPP.

also help MERALCO partly comply with its Renewable Portfolio Standards ("RPS") requirements.

11. After extensive negotiations, MERALCO and FQBC executed on 15 July 2025 a renewable energy baseload power supply agreement for 1.25 MW (net) (the "MERALCO-FQBC PSA").

12. Under the DOE Department Circular No. DC2023-06-0021, Series of 2023 ("DOE CSP Policy") and ERC Resolution No. 16, Series of 2023 ("ERC CSP Guidelines"), in the following instance, the conduct of a competitive selection process ("CSP") shall not be required before a distribution utility enters into a power supply agreement for the power supply of its captive market, to wit:

"Section 2.3.4

Supply to any DU from any generating plant embedded in its franchise area utilizing renewable energy resources, wherein the contracted capacity of the embedded generation plant/s shall not exceed 10 MW per DU, provided, that this exception shall only apply to the capacity or volumes sold by the embedded generation facility to the host DU, thus, any capacity sold or intended to be sold to customers outside the franchise area of the DU shall not be exempted from compliance with the CSP requirement; Provided, further, that the DU shall adopt the necessary measures to ensure that the operation of the embedded facility/ies shall not compromise the reliability of its network and the grid, and shall provide the documents that may be required by the ERC for the determination of compliance with such condition;"

13. Further, the compliance parameters for the supply from an embedded generating plant below 10 MW is also stated under Appendix A of the ERC CSP Guidelines, which states that, "[the PSA] must be filed by the parties with the ERC in accordance with the [ERC CSP Guidelines], accompanied by applicable pre-filing requirements for the joint application for approval of PSA between a DU and Genco under Appendix E [of the ERC CSP Guidelines]."

14. The foregoing requirements are present in the case at hand:

14.1. First, the "Supply to any DU from any generating plant embedded in its franchise area utilizing renewable energy resources, xxx".

The Plant is located in Barangay Santa Catalina Sur, Municipality of Candelaria, Province of Quezon, which is within the franchise area of MERALCO pursuant to Republic Act Nos. 9209 and 12146, and will connect to MERALCO's distribution system, thus, considered a generating plant embedded in MERALCO's franchise area.

The Plant is also a renewable energy biogas facility utilizing anaerobic digestion to convert agricultural waste into electricity. Accordingly, the Plant employs *Waste-to-Energy Technology* which is expressly recognized as a renewable energy system under Section 9, Rule 2 of DOE Department Circular No. DC2009-05-0008 ("**RE Law IRR**") and defined therein as a "[system] which convert biodegradable materials such as, but not limited to, animal manure or agricultural waste, into useful energy through processes such as anaerobic digestion, fermentation and gasification, among others, subject to the provisions and intent of Republic Act No. 8749 (Clean Air Act of 1999) and Republic Act No. 9003 (Ecological Solid Waste Management Act of 2000)." The RE Law IRR further mandates the DOE to encourage the adoption of waste-to-energy facilities, such as biogas systems, in the RE industry's development and operations.

In further recognition of the foregoing, the DOE, in Section 10, Rule 3 of Department Circular No. DC2017-12-0015 ("**RPS On-Grid Rules**"), unequivocally classified facilities using *Waste-to-Energy Technology* as Eligible RE Facilities for purposes of compliance with said RPS On-Grid Rules. Thus, the Plant is properly categorized as "utilizing renewable energy resources" within the purview of prevailing rules implementing the RE Law, the DOE CSP Policy and ERC CSP Guidelines.

- 14.2. Second, that "the contracted capacity of the embedded generation plant/s shall not exceed 10 MW per DU;"

As will be shown in the terms of the MERALCO-FQBC PSA and MERALCO's supply and demand scenario and contract utilization summary, which are attached hereto as ANNEX "18", the contracted capacity of the

MERALCO-FQBC PSA is 1.25 MW and MERALCO has no other PSAs with embedded generation plant/s that was executed pursuant to Section 2.3.4 of the DOE CSP Policy (*i.e.*, exempted from CSP). Thus, the contracted capacity of this PSA does not exceed the 10 MW threshold for MERALCO.

- 14.3. *Third*, that “this exception shall only apply to the capacity or volumes sold by the embedded generation facility to the host DU, thus, any capacity sold or intended to be sold to customers outside the franchise area of the DU shall not be exempted from compliance with the CSP requirement;”

As will be shown in the terms of the PSA, all the net exportable capacity of the Plant will be sold to MERALCO, as the host DU. Thus, this requirement is duly complied with.

- 14.4. *Fourth*, that “the DU shall adopt the necessary measures to ensure that the operation of the embedded facility/ies shall not compromise the reliability of its network and the grid, and shall provide the documents that may be required by the ERC for the determination of compliance with such condition.”

Relative to this, MERALCO has issued a Distribution Impact Study (“DIS”) dated 31 July 2017 to certify that it already conducted an impact study on the possible effect of the connection of the Plant to MERALCO’s distribution system, and found that the operation of the Plant will not compromise the reliability of MERALCO’s distribution system. The Applicants would like to manifest, however, that the Plant is applying for an updated DIS and jointly undertake to submit in the instant case the updated DIS as soon as it is finalized, as well as other documents that may be required by this Honorable Commission in the determination of MERALCO’s compliance with such condition (*i.e.*, will not compromise the reliability of MERALCO’s distribution system). A copy of the DIS dated 31 July 2017 is attached hereto as ANNEX “19”.

- 14.5. *Lastly*, that “[the PSA] must be filed by the parties with the ERC in accordance with the [ERC CSP Guidelines], accompanied by applicable pre-filing requirements for the

joint application for approval of PSA between a DU and Genco under Appendix E [of the ERC CSP Guidelines]."

The instant Joint Application, together with its Annexes, was pre-filed with the Honorable Commission in accordance with the ERC CSP Guidelines starting on 30 July 2025.

15. Pursuant to aforesaid provisions and parameters, the Applicants executed the MERALCO-FQBC PSA taking into consideration its significant environmental and sustainability impact in the community and local economy of the province of Quezon, as well as its benefits to MERALCO in terms of its need for baseload RE supply requirement and RPS compliance.

16. In sum, MERALCO respectfully submits that the MERALCO-FQBC PSA has sufficiently complied with the DOE CSP Policy and ERC CSP Guidelines for the negotiated procurement of embedded renewable energy supply.

III. SALIENT FEATURES OF THE MERALCO-FQBC PSA

17. The MERALCO-FQBC PSA, a copy of which is attached hereto as **ANNEX "1"**, contains the following salient provisions:

"Article 1 Definitions and Interpretation

xxx

Contract Capacity or CC shall be, subject to Section 3.4.1, Article 10, and Section 21.1, 1.25 MW (net), sourced from the Plant.

Contract Year means:

- (a) for the first (1st) Contract Year, the period consisting of the first Billing Period and the succeeding eleven (11) Billing Periods; and
- (b) thereafter, each successive year consisting of twelve (12) Billing Periods until the final Contract Year, which shall end on the last Day of the Term.

xxx

2.2 Term of Agreement

Subject to Article 3, this Agreement shall become effective on the Execution Date, and shall remain in force and effect until the last day of the 20th Contract Year, unless terminated earlier in accordance with the

terms of this Agreement and upon approval by the ERC, or extended by the application of Section 17.3.3 (the "Term").

xxx

3.3 Commercial Operations Date

- 3.3.1 Power Supplier covenants that 1.25 MW (net) of the Plant shall achieve Commercial Operations Date no later than 26 June 2026 (the "Scheduled Commercial Operations Date").

xxx

Article 6 Sale and Purchase of Contract Capacity and Associated Energy

6.1 Supply of Power

Subject to the terms and conditions of this Agreement:

6.1.1 From the Commercial Operations Date of the Plant until the expiration of the Term or earlier termination of this Agreement, Power Supplier shall:

- (a) make available to Meralco, and Meralco shall purchase from Power Supplier, at the Contract Price determined in accordance with Appendix E, the Contract Capacity of the Plant; and
- (b) deliver and sell to Meralco, and Meralco shall purchase from Power Supplier, at the Contract Price determined in accordance with Appendix E, the Associated Energy.

The Dispatch of Contract Capacity and Associated Energy shall meet the requirements set out in the Performance Guarantees.

6.1.2 Unless otherwise expressly permitted by this Agreement, Power Supplier shall not, without Meralco's prior written consent sell, divert, grant, transfer, dedicate, reserve or assign all or any portion of the Contract Capacity and Associated Energy to any Person other than Meralco.

6.2 Take and Pay Contract

Subject to circumstances of Force Majeure under this Agreement, Meralco will consume all energy produced and delivered by Power Supplier to Meralco and Meralco shall pay the corresponding Contract Price (subject to Section 5.1) for all electric energy (in kWh or MWh) based on the Metered Quantity as measured and shown by the Billing Meter.

6.3 Contract Price

The Contract Price is PhP 6.500 per kWh (subject to applicable value-added tax [VAT]), which shall be fixed throughout the Term and shall not be subject to escalation, as computed and shown in Appendix E, provided, that the Benefits to Host Communities Charges, if any, shall not form part of and is excluded from the computation of the Contract Price. For the avoidance of doubt, all taxes pertaining to Power Supplier, including but not limited to the Benefits to Host Communities Charges, shall be shouldered by, and be for the sole account of, Power Supplier. Any violation of this Section 6.3 shall constitute a Power Supplier Event of Default as provided for under Section 18.1.

xxx

6.5 Compliance with RPS Rules

6.5.1 Subject to the rules on renewable portfolio standards pursuant to the Renewable Energy Law (the "RPS Rules"), the Parties acknowledge and agree that the Contract Capacity and Associated Energy under this Agreement shall be utilized by Meralco for the purpose of complying with RPS Rules requirements. In the event that Meralco fails to comply with the RPS Rules on account of Power Supplier's inability to make energy deliveries as a result of Power Supplier's gross negligence, Power Supplier shall compensate Meralco for costs incurred as a result of such failure had it not been for such gross negligence. The Parties shall agree on a mechanism by which to implement Section 6.5 within six (6) months from Operations Effective Date and as may be necessary upon promulgation of relevant regulations.

6.5.2 Power Supplier shall provide Meralco all RECs equivalent to the energy generated by the Plant and bought by Meralco (including Commissioning Energy), reckoned annually. This notwithstanding, RECs shall be monitored and accounted for on a monthly basis.

For clarity, (i) for the first Contract Year, RECs shall be reckoned from commencement of provision of Commissioning Energy or Scheduled Commercial Operations Date, as applicable and (ii) for the succeeding Contract Years, RECs shall be reckoned annually from December 26 of the preceding year to December 25 of the current year (or, in case of the final year, until expiration or end of the Term).

6.5.3 Power Supplier shall be responsible for any liability, fines and/or penalties that Meralco may incur for Power Supplier's failure to comply with Section 6.5.2.

6.6 Excess Energy

In the event that Power Supplier is able to generate electric energy above the Contract Capacity, up to the Metered Quantity, Meralco shall accept the same in accordance with Appendix E. For this purpose, Power Supplier shall promptly inform Meralco of any expansion or

rehabilitation of the Plant, for Meralco's appropriate action, otherwise, Meralco has the option to stop purchasing the Excess Energy.

xxx

14.3 ERC Approval

14.3.1 Subject to the non-occurrence of the Longstop Date, upon receipt of the ERC Approval, Meralco shall provide a copy of such ERC Approval to Power Supplier. Power Supplier shall have ten (10) Days from its receipt from ERC or from MERALCO of such ERC Approval, whichever is earlier, to notify Meralco in writing that (a) it accepts such ERC Approval or (b) it does not accept the ERC Approval, stating the grounds for non-acceptance; provided that, if the ERC Approval does not contain any adjustment or modification, the ERC Approval shall be (i) deemed accepted by Power Supplier and (ii) implemented by the Parties immediately.

14.3.2 In case of Power Supplier's non-acceptance, it has the following options:

- (i) Power Supplier shall be free to file a motion for reconsideration with the ERC. In case Power Supplier decides to file a motion for reconsideration, and pending resolution thereof by the ERC, the Parties shall implement the ERC Approval subject to any adjustment or amendment that the ERC may direct. Any order on a motion for reconsideration shall be treated as an ERC Approval for purposes of the processes under this Section 14.3. If the ERC Approval requires any amendment to or modification of any provision of this Agreement that is not acceptable to either Party, acting reasonably, then the Parties shall cooperate in good faith to resolve the required amendment, including seeking a reconsideration by the ERC. If the Parties are unable to agree on the required amendment within thirty (30) Days from receipt of the ERC Approval, or if the motion for reconsideration is not resolved by the ERC within one hundred twenty (120) days after its filing, or the amendment is disapproved by the ERC, or approved by the ERC but still contains any material term or condition that is not acceptable to either Party, acting reasonably, then either Party may terminate this Agreement, and the Performance Security shall be returned to Power Supplier.

Meralco reserves the right to forfeit the Performance Security in the event that Power Supplier fails to comply with any order or directive of the ERC or provide any document required by the ERC, resulting in non-performance of its obligations under this Agreement.

- (ii) If Power Supplier does not file a motion for reconsideration with the ERC and/or notifies Meralco that it intends to terminate this Agreement, Meralco shall have the right to forfeit the

Performance Security to the extent of twenty-five percent (25%) thereof.

xxx

Appendix E Calculation of Payment

xxx

B. MONTHLY POWER BILL UPON COMMERCIAL OPERATIONS DATE

The Monthly Power Bill, in PhP, upon COD shall consist Monthly Energy Payment (MEP) and Excess Energy Payment (EEP). Thus, the MPB upon COD for the Associated Energy and Excess Energy for each Billing Period shall be equal to:

$$MPB = MEP + EEP$$

The MPB is exclusive of the applicable Value Added Tax.

1. *Monthly Energy Payment (MEP)*

The Monthly Energy Payment (MEP) for the relevant Billing Period is calculated as follows:

$$MEP = CP * AE$$

Where:

MEP = the Monthly Energy Payment, in PhP, for the relevant Billing Period

CP = the Contract Price, in PhP/kWh, as set forth in Schedule 1 of this Appendix E.

AE = the Associated Energy, in kWh, for the relevant Billing Period as defined in Article 1 of this Agreement. Associated Energy shall be calculated as:

$$AE = MQ - EE$$

Where:

MQ = the total Metered Quantity, in kWh, for the relevant Billing Period as defined in Article 1 of this Agreement.

EE = the total Excess Energy, in kWh, for the relevant Billing Period as defined in Section 6.4.4 of this Agreement. Excess Energy shall be calculated as:

$$EE = \sum_{j=1}^{BPD} \sum_{i=1}^{24} (MQ_{ij} - CC)$$

For clarity, if MQ_{ij} is lower than the Contract Capacity, then there will be no Excess Energy during that Trading Interval i of Day j .

Where:

MQ_{ij} = the instantaneous Metered Quantity, in kW, for Trading Interval i and Day j of the relevant Billing Period

CC = the Contract Capacity, in kW, as defined in Article 1 of this Agreement

BPD = Billing Period Days, the number of Days in the relevant Billing Period

IV. GENERATION RATE IMPACT

18. Based on the foregoing, and given a certain set of assumptions, the effective rate under the MERALCO-FQBC PSA is **PhP 6.5000** per kWh (at plant gate, VAT exclusive), as shown in the **RATE IMPACT ANALYSIS** below:

(Rate Impact analysis table follows)

First Quezon Biogas Corporation (FQBC) Rate Impact at 100% PCE July 2026 Billing Period to June 2027 Billing Period				
BILLING COMPONENT	UNIT	BASE RATE ^(a)	BILLING DETERMINANT ^(b)	AMOUNT (PHP)
A. Monthly Energy Payment (MEP) Peso Portion	(Php/kWh)	6.5000	10,950,000 (kWh)	71,175,000.00
B. Excess Energy Payment (EEP) Peso Portion	(Php/kWh)	6.5000	- (kWh)	0.00
Total Payment (VAT exclusive)	(Php)			71,175,000.00
Effective Rate at Plant Gate	(Php/kWh)			6.5000
WESM Line Rental Rate ^(d)	(Php/kWh)			0.0000
Delivered Rate (VAT exclusive)	(Php/kWh)			6.5000
Total Effective Cost if sourced from WESM inclusive of RECs	(Php/kWh)			7.8890
Effective Cost if sourced from WESM ^(e)	(Php/kWh)			7.6474
Effective Cost if RECs are sourced from REM ^(f)	(Php/kWh)			0.2416
Increase / (Decrease) over WESM Price Inclusive of RECs	(Php/kWh)			(1.3890)
Meralco Captive Energy Demand ^(g)	(kWh)			41,676,168,732.60
Increase / (Decrease) in Generation Cost	(Php)			(15,209,243.02)
Increase / (Decrease) in Generation Cost	(Php/kWh)			(0.0004)
NOTES: ^(a) Base Rate as set forth in Schedule 1 of the PSA. ^(b) Energy billing determinant is based on 100% pcf with respect to the Contract Capacity. ^(c) Line Rental rate for FQBC is zero (0) since it will be an embedded generator. ^(d) Cost if equivalent volume of FQBC was sourced from the WESM based on forecasted average hourly prices from July 2026 to June 2027. ^(e) Maximum allowable price of RECs in the RE Market as stated in ERC Resolution No. 8, Series of 2024. ^(f) Forecasted Meralco Captive Energy for July 2026 to June 2027 based on 2023 Power Supply Procurement Plan as submitted to DOE.				

19. MERALCO notes that the delivered rate of **PhP 6.5000 per kWh (VAT exclusive)** is lower by about **PhP 1.3890 per kWh** than the effective cost of **PhP 7.8890 per kWh** if the equivalent capacity under the MERALCO-FQBC PSA is to be sourced from the Wholesale Electricity Spot Market ("WESM") inclusive of Renewable Energy Certificates. In fact, by sourcing the capacity through the MERALCO-FQBC PSA, MERALCO's average blended generation rate will be reduced by about **PhP 0.0004 per kWh** (as seen in the **RATE IMPACT ANALYSIS** above) resulting in savings to consumers of about **PhP 15.2 Million**.

V. COMPLIANCE WITH DOCUMENTARY REQUIREMENTS

20. In support of this Joint Application, the Judicial Affidavit of **ENGR. MICHAEL ANGELO A. RACELIS**, Staff of MERALCO's Energy Sourcing – Energy Resource Planning, is attached hereto as **ANNEX "30D-02"**.

21. Likewise, in support of the instant Joint Application, the Applicants provide the following documents, which underwent the pre-filing conference and were appropriately marked in accordance with the annexing guidelines set forth in the Honorable Commission's PSA Checklist:

Description of Document	Annex
MERALCO-FQBC PSA	"1"
Unsolicited Proposal of FQBC dated 14 March 2025 (received by MERALCO on 19 March 2025)	"1A"
MERALCO's Articles of Incorporation and By-Laws (SEC-certified true copy)	"2"
MERALCO's Latest General Information Sheet (SEC-certified true copy)	"3"
Verified Certification of True Copies of MERALCO's Articles of Incorporation, By-Laws and GIS and of MERALCO's Ultimate Parent Company, all of its subsidiaries and affiliates	
FQBC's SEC Certificate of Registration including the Articles of Incorporation and By-Laws (SEC certified true copy)	"4"
FQBC's Latest General Information Sheet	"5"
FQBC's Affidavit of Non-Availability of Documents	"7"
FQBC's Board of Investments ("BOI") Certificate of Registration	"8"
FQBC's Department of Environment and Natural Resources ("DENR") Environmental Compliance Certificate	"9"
FQBC's Department of Energy ("DOE") Renewable Energy Service and Operating Contract	"12"
FQBC's DOE Certificate of Confirmation of Commerciality	"13"
MERALCO's Demand Side Management Program	"16"
Write-up on the Non-Applicability of National Power Corporation ("NPC") Certification regarding whether or not Transition Supply Contract ("TSC") capacity and energy is expected to be available during the contractual period	"17"
<ul style="list-style-type: none"> • Excerpt of MERALCO's Distribution Development Plan – Power Supply Procurement Plan (Supply and Demand Scenario); • MERALCO's Average Daily Load Curve scenarios • Details of MERALCO's Existing Suppliers • Details of MERALCO's Power Supply Contract Utilization 	"18"
MERALCO's 2025 Distribution Development Plan	"18A"
MERALCO's 2025 Power Supply Procurement Plan	"18B"
MERALCO's Distribution Impact Study for FQBC dated 31 July 2017 (shows Single-line Diagram connection, including parameters)	"19"

MERALCO's Details of SAIDI and SAIFI	"20"
Estimation of the potential for a reduction in load supplied by MERALCO due to RCOA, GEOP, etc.	"21"
MERALCO's Secretary's Certificate	"22"
FQBC's Secretary's Certificate	"22A"
FQBC's Project Feasibility Study dated August 2016	"27E"
Executive Summary of the MERALCO-FQBC PSA	"28"
FQBC's Cost to Finish the Plant (shows Sources of Funds/Financial Plans)*	"29"
FQBC's Business Plan Model (shows Generation Rate and Derivation)*	"30"
MERALCO-FQBC PSA Sample Calculations	"30D"
Judicial Affidavit of MERALCO's witness, Engr. Michael Angelo A. Racelis, Staff of MERALCO's Energy Sourcing – Energy Resource Planning, with attached Annex A – MERALCO-FQBC Rate Impact Table	"30D-02"
FQBC's Cash Flow*	"31"
FQBC's Audited Financial Statement for CY 2024	"35A"
MERALCO's WESM Certification from IEMOP and WESM Membership Certification	"35E-02"

**Subject of a Motion for Confidential Treatment of Information*

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

22. Under Rule 4 of the ERC's Revised Rules of Practice and Procedure ("RRPP"), a party to any proceeding before the Honorable Commission may request that certain information not be disclosed and be treated as confidential, by describing with particularity the information to be treated as confidential, specifying the ground for the claim of confidential treatment of the information and, if applicable, specifying the period during which the information must not be disclosed.

23. With respect to the documents marked and attached as "29," "30" and "31," FQBC respectfully moves that these be treated as confidential and not be disclosed to any party for the reason that these contain non-public, proprietary information, data and calculations involving the investments, financial calculations, and business operations of FQBC. The data and information contained therein are part of the overall formula and process in arriving at the competitive rates of FQBC. These formula and process are specifically developed for the use of FQBC and are treated as trade secrets. If the information contained in these documents are unduly disclosed, it will seriously prejudice the

competitiveness of FQBC. These documents are neither generally available to the public nor already in the possession of the Honorable Commission on a non-confidential basis.

24. In the case of *Air Philippines Corporation vs. Pennswell Inc.*,³ 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." (Emphasis supplied.)

25. The protection of trade secrets is likewise recognized by the Honorable Commission in its Decision in ERC Case No. 2015-111 RC:

"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 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 assumption used in arriving at one's proposed tariff is considered a competitive leverage by one player against its competitors.

*Thus, the Commission resolved to treat the said documents confidential and may not be publicly disclosed."*⁴

³ G. R. No. 172835, 13 December 2007.

⁴ *In the Matter of the Application for the 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) with Prayer for Provisional Authority*, ERC Case No. 2015-111 RC, Decision dated 30 May 2017, p. 26.

26. FQBC hereby submits one (1) copy of the foregoing confidential documents in a sealed envelope, with the envelope and each page of the documents marked "Confidential."

27. The interest of the consumers of MERALCO is sufficiently protected by the review and evaluation of the rates under the PSA by the Honorable Commission, without the need to disclose the contents of ANNEXES "29," "30" and "31." The reasonableness and transparency of the prices of electricity is to be assured by the Honorable Commission through its own review and verification of the foregoing documents sought to be afforded confidential treatment in the evaluation and handling thereof.

28. Lastly and corollary to the foregoing, FQBC would like to implore the discerning wisdom of the Honorable Commission to include in its issuance for this purpose the *"procedures for handling or returning the confidential information, as may be appropriate, upon the close of the proceedings..."* (Sec. 2, Rule 4, ERC RRPP)

29. This is guided by the fact that FQBC will seek the return of these documents that are sought to be declared as confidential after its utilization as evidence in this case and/or at the close of the proceedings hereof, so as to relieve the Honorable Commission of the burden of safekeeping the trade secrets of FQBC enclosed in the subject documents.

VII. ALLEGATIONS IN SUPPORT OF THE PRAYER FOR PROVISIONAL AUTHORITY OR INTERIM RELIEF

30. Under Rule 14 of the ERC RRPP, 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.

31. In the present case, the Applicants submit that the environmental and social benefits, coupled with least cost evaluation for an RE baseload supply of the MERALCO-FQBC PSA clearly justify the issuance of such provisional authority or interim relief to enable prompt realization of such significant material benefits.

32. Foremost, the MERALCO-FQBC PSA ensures a stable and reasonable cost RE baseload supply for MERALCO and supports its active pursuit to secure reliable clean power. This allows MERALCO to meet its RPS obligations while taking advantage of an indigenous RE

waste-to-energy facility offering baseload supply embedded in its franchise area. The MERALCO-FQBC PSA likewise helps MERALCO to diversify its energy mix and reduce its exposure to volatile market prices, resulting in potential savings for its customers.

33. It must be noted that the public interest served by the MERALCO-FQBC PSA extends beyond MERALCO's supply requirements as it also encompasses the promotion of community and environmental welfare, thereby further underscoring the necessity of its immediate implementation.

34. As discussed above, the Plant, with its pioneering RE technology, offers transformative benefits to the host and neighboring communities in the province of Quezon. By utilizing agricultural waste as means to produce electricity, the Plant provides a sustainable solution to the increasing problem of local farmers on the disposal of poultry manure and crop residue. This, in turn, mitigates environmental hazards brought about by improperly disposed bio wastes (*i.e.*, soil and groundwater contamination from dumping and air pollution from open burning) while simultaneously producing clean baseload power. Notably, even the biofertilizer produced as a byproduct of the Plant's electricity generation process offers corresponding benefits to the community, as the same can provide farmers with an affordable and viable alternative to chemical fertilizers. The implementation of the MERALCO-FQBC PSA likewise stimulates economic growth in the community through the creation of employment opportunities and expansion of agricultural facilities, made possible by the sustainable waste management option offered by the MERALCO-FQBC PSA.

35. To ensure timely realization of said benefits, however, it is essential for FQBC to secure the operational viability of the Plant prior its Scheduled Commercial Operations Date on 26 July 2026. It should be underscored that the Plant is still under and FQBC will need the grant of provisional authority or interim relief to secure the necessary financing for the completion and commissioning of the Plant along with other developmental milestones. These preparatory steps are vital to ensure the Plant's seamless transition into commercial operations by 26 July 2026 and to maximize its intended environmental, social, and economic benefits.

36. The foregoing demonstrates that the approval of the MERALCO-FQBC PSA is critical for public interest, given the multitude of benefits that the project is uniquely positioned to deliver to the local community of Quezon Province – in terms of electric power, agricultural

economy and environmental safety. Consequently, the issuance of a provisional authority and/or interim relief, pending final approval of this Joint Application, is imperative as said residents should not be made to wait to receive the benefits of a socially responsive and community-powered PSA.

37. Pursuant to the ERC RRPP, this Honorable Commission may exercise its discretion by granting provisional authority and/or interim relief prior to a final decision.

38. Therefore, MERALCO and FQBC request for the grant of provisional authority or interim relief to implement the MERALCO-FQBC PSA, including the rates and tariff structure thereof under the subject PSA.

PRAYER

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

A. Issue an Order **TREATING ANNEXES "29," "30" and "31"** and all other information contained therein as **CONFIDENTIAL**, directing their non-disclosure to persons other than officers and staff of this Honorable Commission, continuously protecting the said information from public disclosure by maintaining the same separate and apart from the records of the case, and ensuring that these are not divulged to unauthorized persons, and that the same will be returned to Applicant FBQC, pursuant to Rule 4 of the ERC RRPP;

B. Issue an Order **GRANTING PROVISIONAL AUTHORITY OR INTERIM RELIEF**, allowing the Applicants to immediately implement the MERALCO-FQBC PSA in its entirety; and

C. After hearing on the merits, render a Decision **APPROVING** the **MERALCO-FQBC PSA** and the terms and conditions thereunder, including the price.

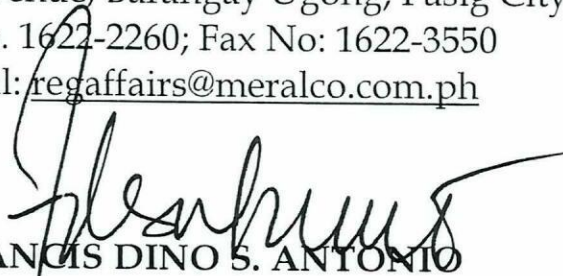
Other reliefs, just and equitable under the circumstances, are likewise prayed for.

Pasig City, 30 July 2025.

MANILA ELECTRIC COMPANY

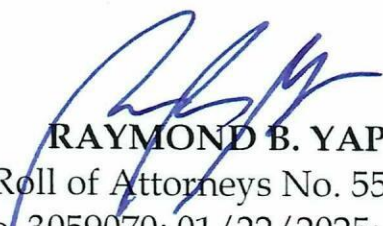
Co-Applicant MERALCO

7th Floor, Lopez Building,
Ortigas Avenue, Barangay Ugong, Pasig City
Tel no. 1622-2260; Fax No: 1622-3550
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IBP No. 491181; 01/01/2025; Quezon City
MCLE Compliance No. VIII-0039682; Valid until 14 April 2028



PENROSE ANN S. VALLES

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IBP No. 501395; 01/07/2025; RSM
MCLE Compliance No. VIII-0019060; Valid until 14 April 2028

FIRST QUEZON BIOGAS CORPORATION

Co-Applicant FQBC
Sitio Pulong Gubat, Brgy. Sta. Catalina Sur,
Candelaria, Quezon

DE GUZMAN MAYUGA

Counsel for Co-Applicant FQBC
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IBP No. 476112; 11/11/2024; Quezon Prov
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REPUBLIC OF THE PHILIPPINES }
CITY OF PASIG } S.S.

**VERIFICATION AND
CERTIFICATION AGAINST FORUM SHOPPING**

I, **JOSE RONALD V. VALLES**, Filipino, of legal age, married and with office address at 12th Floor, Lopez Building, MERALCO Center, Ortigas Avenue, Pasig City, after being sworn to in accordance with law, hereby depose and say, that:

1. I am the Senior Vice President and Head, Regulatory Affairs and DU Regulatory Management Office, of Manila Electric Company ("MERALCO"). In such capacity, I have caused the preparation of the foregoing *Joint Application*. A copy of the *Secretary's Certificate* authorizing me to cause the preparation of said *Joint Application* and sign this *Verification and Certification* is attached hereto as *Annex "A;"* and

2. 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;

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

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

5. I certify that I have not commenced any other action involving the same issues in this case with this Honorable Commission, or any tribunal or quasi-judicial agency and to the best of my knowledge, no such action or proceeding is pending in this Honorable Court or any tribunal or quasi-judicial agency.

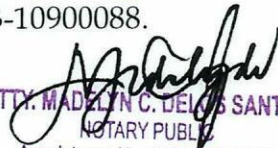
6. Should I hereafter learn that a similar action or proceeding has been filed or is pending before this Honorable Commission or any tribunal or quasi-judicial agency, I undertake to promptly inform this Honorable Commission and other tribunal or agency thereof within five (5) calendar days therefrom.

30 JUL 2025 IN WITNESS WHEREOF, I have hereunto affixed my signature this at Pasig City, Philippines.


JOSE RONALD V. VALLES
Affiant

SUBSCRIBED and SWORN to before me this 30 JUL 2025 affiant exhibited to me his Social Security System ID bearing the number 33-10900088.

Doc. No. 749;
Page No. 57;
Book No. XIII;
Series of 2025.


ATTY. MADELIN C. DELOS SANTOS
NOTARY PUBLIC
Appointment No. 163 (2025-2026)
Pasig City and Pateros, Metro Manila
Issued on 24 February 2025 at Pasig City
Roll No. 64977 IBP No. 485710; 12/20/2024; RSM Chapter
PTR No. 3059076; 01/22/2025; Pasig City
*ICLE Compliance No. VIII-0008475; Valid Until 14 April 2027
7th Floor, Lopez Bldg., Ortigas Ave. Pasig, City



ANNEX "A"

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

SECRETARY'S CERTIFICATE

I, WILLIAM S. PAMINTUAN, a duly elected, qualified, and incumbent Assistant Corporate Secretary of the MANILA ELECTRIC COMPANY (MERALCO), a private corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office at Lopez Building, Meralco Compound, Ortigas Avenue, Pasig City, do hereby certify that:

At the regular meeting of the Board of Directors of MERALCO held on April 7, 2025, at which meeting a quorum was present, the following resolutions were approved and said resolutions are in full force and effect on the date hereof:

"RESOLVED, that in connection with the Unsolicited Proposal of FIRST QUEZON BIOGAS CORP. for the contract capacity of 1.25 MW (net), effective 26 June 2026, the Board of Directors of MERALCO hereby: (a) approves the terms of, and authorizes the performance of the rights and obligations arising from, the Power Supply Agreement (PSA) with FIRST QUEZON BIOGAS CORP., which is exempt from conduct of competitive selection process (CSP) per Section 2.3 of the DOE Department Circular No. DC2023-06-0021; and (b) authorizes the signing, execution and delivery of the PSA and all other documents in connection therewith, with the aforementioned power supplier;

"RESOLVED, FURTHER, that the following officers, namely Messrs. MANUEL V. PANGILINAN, Chairman & Chief Executive Officer, RONNIE L. APEROCHO, Executive Vice President & Chief Operating Officer, SIMEON KEN R. FERRER, Corporate Secretary, WILLIAM S. PAMINTUAN, Senior Vice President, Assistant Corporate Secretary, Compliance Officer & Head, Legal and Corporate Governance, FERDINAND O. GELUZ, Senior Vice President & Chief Revenue Officer, JOSE RONALD V. VALLES, Senior Vice President & Head, Regulatory Affairs & DU Regulatory Management, CHARINA P. PADUA, First Vice President & Head, Customer Retail Services, FROILAN J. SAVET, First Vice President & Head, Networks, and SANTE C. BUELLA, Vice President & Head, Energy Management, are hereby directed and empowered, for and in behalf of MERALCO, to sign, execute and deliver any contract, agreement, instrument, and other documents which may be deemed necessary or appropriate for the purpose, and to perform or execute all other acts and deeds as may be necessary or appropriate to carry out or accomplish the said purpose;

"RESOLVED, FURTHERMORE, that the Board of Directors, authorize, as it hereby authorizes the Company, through JOSE RONALD V. VALLES, Senior Vice President and Head, Regulatory Affairs & DU Regulatory Management, or any lawyer or employee of MERALCO that they may designate, name or appoint:

1. To file the appropriate applications with the Energy Regulatory Commission (ERC) for the approval in carrying out or accomplishing the said purpose;
2. To sign, execute, and deliver in connection therewith the necessary pleadings, motions, verification, affidavit of merit, certificate of non-forum shopping, powers of

attorney, and other instruments as may be necessary or proper; and

3. To designate, name, and appoint, a representative or an attorney-in-fact in behalf of the Company during the preliminary conference, pre-trial, trial, execution and all other stages of or incidents related to the case, proceeding or action; to negotiate, enter into, and agree to an amicable settlement, make admissions or stipulations of fact and/or documents; and to perform and execute any and all actions and such other matters as may aid in the prompt disposition of such case, proceeding or action."

"RESOLVED, FURTHERMORE, that the Corporate Secretary or any Assistant Corporate Secretary of this Company be, as he is hereby, authorized and directed to furnish under the seal of this Company certified copies of the foregoing resolution to any person, firm, corporation, or government office or agency who may desire or require the same in connection with the execution or implementation of the foregoing resolutions;

"RESOLVED, FINALLY, that any previous resolution of the Board of Directors on the same subject matter that is inconsistent herewith shall be deemed terminated, superseded and revoked; and that the above-board resolutions are in accordance with the records of MERALCO."

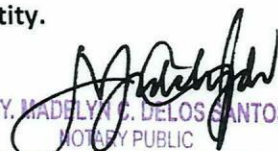
WITNESS THE SIGNATURE of the undersigned as such officer of the Company and its corporate seal hereunto affixed on this _____ day of _____ 2025.

14 JUL 2025


WILLIAM S. PAMINTUAN
Assistant Corporate Secretary

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2025, affiant exhibiting to me his Taxpayer Identification Number (TIN) 146-473-562 issued by the Bureau of Internal Revenue (BIR) as his competent evidence of identity.

Doc. No. 166;
Page No. 38;
Book No. XII;
Series of 2025.


ATTY. MADELYN C. DELOS SANTOS
NOTARY PUBLIC
Appointment No. 163 (2025-2026)
Pasig City and Pateros, Metro Manila
Issued on 24 February 2025 at Pasig City
Roll No. 64977 IBP No. 485710; 12/20/2024; RSM Chapter
PTR No. 3059076; 01/22/2025; Pasig City
MCLE Compliance No. VIII-0008475; Valid Until 14 April 2028
7th Floor, Lopez Bldg., Ortigas Ave., Pasig City



VERIFIED DECLARATION

I, **PENROSE ANN S. VALLES**, of legal age, Filipino, with office address at the Lopez Building, Ortigas Avenue, Pasig City, after having duly sworn in accordance with law, hereby depose and state:

1. I am one of the duly authorized representatives to undertake the pre-filing process with respect to the application to be pre-filed by **MERALCO** and **FIRST QUEZON BIOGAS CORP.** for the **Approval of the Power Supply Agreement between MERALCO and FIRST QUEZON BIOGAS CORP.** dated 15 July 2025.

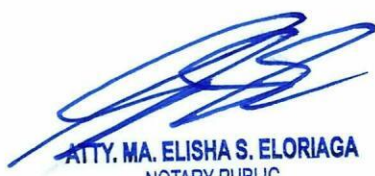
2. I hereby declare that, in compliance with ERC Resolution No. 9, Series of 2020, the documents submitted by MERALCO electronically as part of the virtual pre-filing process are complete and true copies of the original documents.

IN WITNESS WHEREOF, I hereby affix my signature this day of **11 August 2025**.


PENROSE ANN S. VALLES

SUBSCRIBED AND SWORN to before me this **11 August 2025** at Pasig City, affiant exhibiting to me her LTO Driver's License No. N03-12-021442 valid until 09 September 2033.

Doc. No. 413;
Page No. 84;
Book No. X;
Series of 2025.


ATTY. MA. ELISHA S. ELORIAGA
NOTARY PUBLIC
Appointment No. 175 (2025-2026)
Pasig City and Pateros, Metro Manila
Issued on 03 March 2025 at Pasig City
Roll No. 73497 IBP No. 491181; 01/01/2025; Quezon City
PTR No. 3059077; 01/22/2025; Pasig City
MCLE Compliance No. VIII-0039682; Valid Until 14 April 2028
7th Floor, Lopez Bldg., Ortigas Ave., Pasig City

VERIFICATION AND CERTIFICATION AGAINST FORUM SHOPPING FOR FIRST QUEZON BIOGAS CORPORATION

I, **ALBERT S. ALQUIROS**, Filipino, of legal age, with office address at Candelaria-San Juan National Highway, Barangay Sta. Catalina Sur, Candelaria, Quezon Province, after being sworn in accordance with law, hereby depose and state:

1. I am the authorized representative of **FIRST QUEZON BIOGAS CORPORATION ("FQBC")**, a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal place of business at Candelaria-San Juan National Highway, Barangay Sta. Catalina Sur, Candelaria, Quezon Province.

2. FQBC is one of the Applicants in the above-captioned "IN THE MATTER OF THE JOINT APPLICATION FOR THE APPROVAL OF THE POWER SUPPLY AGREEMENT BETWEEN MANILA ELECTRIC COMPANY AND FIRST QUEZON BIOGAS CORP., WITH PRAYER FOR THE ISSUANCE OF A PROVISIONAL AUTHORITY AND/OR INTERIM RELIEF AND MOTION FOR CONFIDENTIAL TREATMENT OF INFORMATION" (the "**Joint Application**").

3. FQBC, together with MERALCO, has caused the preparation and filing of the foregoing *Joint Application*. I have read and understood the *Joint Application* and attest that all the contents and allegations therein are true and correct based on my personal knowledge or authentic records.

4. The *Joint Application* is not filed to harass, cause unnecessary delay, or needlessly increase the cost of litigation. Moreover, 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. Neither I nor FQBC has commenced any action or filed any claim involving the same or similar 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. If I or FQBC should hereafter learn that the same or a 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 notice.

CERTIFIED TRUE COPY
SIGNATURE: 
DATE: SEP 08 2025

IN WITNESS WHEREOF, I have hereunto set my hand this
JUL 30 2025 in Lucena City.

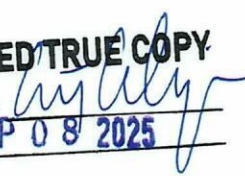

ALBERT S. ALQUIROS
Affiant

SUBSCRIBED AND SWORN before me this
JUL 30 2025 in Lucena City, affiant exhibiting to me
competent evidence of his identity in the form of this
DRIVERS LICENSE DOG-85-002619 valid until
11-14-2027.

NOTARY PUBLIC

Doc. No.: 194
Page No.: 40
Book No.: 114
Series of 2025.


ATTY. CZAR FAUSTUS ARZABAL DURANTE
NOTARY PUBLIC
UNTIL DECEMBER 31, 2025
PTR NO. 5080028 01-02-2025 / LUCENA CITY
IBP NO. 492036 01-02-2025 / PASIG CITY
TIN 410-329-420 / ATTY'S ROLL No. 78547
MCLE Compliance No. VIII - 0005248
Valid until April 14, 2028

CERTIFIED TRUE COPY
SIGNATURE: 
DATE: SEP 08 2025

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

SECRETARY'S CERTIFICATE

I, **ALBERT S. ALQUIROS**, of legal age, Filipino, and with office address at Candelaria-San Juan National Highway, Barangay Sta. Catalina Sur, Candelaria, Quezon Province, after being duly sworn in accordance with law, hereby certify that:

1. I am the Corporate Secretary of **FIRST QUEZON BIOGAS CORPORATION** (the "Corporation"), a corporation duly organized and existing under and by virtue of the laws of the Philippines, with principal place of business at Candelaria-San Juan National Highway, Barangay Sta. Catalina Sur, Candelaria, Quezon Province,

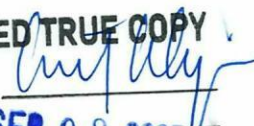
2. At the regular meeting of the Board of Directors of the Corporation held on 25 June 2025, at which meeting a quorum was present and acting throughout, the following resolutions were unanimously passed and approved by the Board of Directors:

"RESOLVED, AS IT IS HEREBY RESOLVED, that **FIRST QUEZON BIOGAS CORPORATION** (the "Corporation") authorizes the Law Firm of de Guzman Mayuga, Atty. Adrian B. Mayuga, James A. Jumalon, Cybelle Iris S. Longcob, or any lawyers from the firm who are in good standing of the Philippine Bar, to represent the Corporation in relation to the filing of a joint application before the Energy Regulatory Commission ("ERC") for the approval of the Power Supply Agreement ("PSA") with Meralco Electric Company;

RESOLVED, FURTHER, that the Law Firm of de Guzman Mayuga, Atty. Adrian B. Mayuga, James A. Jumalon, Cybelle Iris S. Longcob, or any lawyers from the firm who are in good standing of the Philippine Bar are authorized to:

1. Sign and cause the filing of the appropriate applications with the ERC in relation to the approval of the Agreement;
2. Sign, execute, and deliver in connection therewith the necessary pleadings, motions, verification, affidavit of merit, certificate of non-forum shopping, powers of attorney, and other instruments as may be necessary or proper; and
3. Determine and decide on matters such as the necessity or desirability of amendments to the pleadings; the possibility of obtaining admissions of fact and documents which will avoid unnecessary proof; limitation of the issues, the number of witnesses and time allocated for the presentation of witnesses; procedures at the hearing and the hearing schedule; the submission of written testimony and exhibits to be offered at the hearing and the marking thereof; the consideration of outstanding motions and petitions to intervene; agreements regarding service of documents; the status of any settlement negotiations, if appropriate, and the possibility of submission to alternative modes of dispute

CERTIFIED TRUE COPY

SIGNATURE: 

DATE: SEP 08 2025

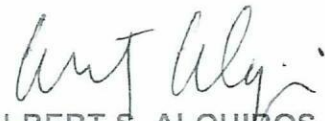
resolutions; and other matters as may aid in the prompt disposition of the proceeding;

RESOLVED, FURTHER, that the officers of the Corporation are hereby authorized to take any and all actions and to execute and deliver any additional documents as they may deem necessary or appropriate to carry out the intent and purposes of the foregoing resolutions;

RESOLVED, FINALLY, that the Corporation approves and ratifies any and all acts done by the representatives of the Corporation in connection with the above transaction."

3. The foregoing resolutions are valid and consistent with the corporate records currently under my custody, and have not been revoked, amended, or modified, and remain valid and binding on the Corporation as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand this 14th day of August 2025 in Lucena City.


ALBERT S. ALQUIROS
Corporate Secretary

SUBSCRIBED AND SWORN to before me this 14th day of August 2025 in Lucena City, affiant exhibited to me his Driver's License No. D09-85-002619 valid until 14 November 2027.

Doc. No. 9 ;
Page No. 3 ;
Book No. 114 ;
Series of 2025.


ATTY. CZAR FAUSTUS ARENAL DURANTE
NOTARY PUBLIC
UNTIL DECEMBER 31, 2025
PTR NO. 5080028 01-02-2025 / LUCENA CITY
IBP NO. 492036 01-02-2025 / PASIG CITY
TIN 410-329-420 / ATTY'S ROLL No. 78547
MCLÉ Compliance No. VIII - 0005248
Valid until April 14, 2028

CERTIFIED TRUE COPY
SIGNATURE: 
DATE: SEP 08 2025