

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

IN THE MATTER OF THE
APPLICATION FOR APPROVAL
OF THE EMERGENCY POWER
SUPPLY AGREEMENT
BETWEEN NEGROS ORIENTAL
II ELECTRIC COOPERATIVE,
AND FDC MISAMIS POWER
CORPORATION, WITH
MOTION FOR CONFIDENTIAL
TREATMENT OF
INFORMATION,

ERC CASE NO. 2026 - 050 RC

April 08, 2026

NEGROS ORIENTAL II
ELECTRIC COOPERATIVE,
(NORECO II) AND FDC
MISAMIS POWER
CORPORATION (FDC
MISAMIS),

Applicants.

x-----x

JOINT APPLICATION

(With Motion for Confidential Treatment of Information)

Applicants NORECO II and FDC MISAMIS, by and through their respective undersigned counsel, and unto this Honorable Commission, most respectfully state that:

THE APPLICANTS

1. Applicant NORECO II is a non-stock, non-profit electric cooperative, duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at Real

Street, Dumaguete City, Negros Oriental, Philippines. It serves the power requirements of the cities of Tanjay, Bayawan, and Dumaguete and the municipalities of Amlan, Bacong, Basay, Dauin, Pamplona, San Jose, Sibulan, Siaton, Sta. Catalina, Valencia, and Zamboanguita, all in the province of Negros Oriental (collectively, the “Franchise Area”).

2. For purposes of this Joint Application, applicant NORECO II is represented herein by General Manager, **Atty. Fe Marie D. Tagle**, duly authorized by NORECO II’s Board of Directors by virtue of Resolution No. 225-25¹, to file the Joint Application.

3. Applicant FDC Misamis is a generation company duly organized and existing under and by virtue of the laws of the Philippines, with principal office at PHIVIDEC Industrial Estate, Villanueva, Misamis Oriental, represented in this instance by its President and CEO, **Mr. Juan Eugenio L. Roxas**, who has been authorized by its Board of Directors to file the Joint Application.

4. NORECO II and FDC Misamis are jointly filing this Joint Application pursuant to the Honorable Commission’s Resolution No. 02, Series of 2015 requiring distribution utilities and generation companies to jointly file applications for the approval of power supply agreements.² NORECO II and FDC Misamis are referred hereinafter as Joint Applicants.

5. The Joint Applicants may be served with the orders, notices, and other processes of the Honorable Commission through their respective counsel at the addresses indicated herein.

NATURE OF THE APPLICATION

6. This is a *Joint Application* for approval of the *Emergency Power Supply Agreement (“EPSA”)* between NORECO II and FDC Misamis dated 30 October 2025.

7. Section 24 of the ERC Resolution No. 16, Series of 2023 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” (“2023 CSP Rules”)*

¹ See Annex “A-2” of this Joint Application;

² While FDC Misamis is a co-applicant, it manifests that this Joint Application shall neither modify, diminish, nor constitute as a waiver of FDC Misamis’ rights nor expand its obligations and responsibilities as a generation company under the EPIRA

mandates that *“For EPSAs, the application for approval of the EPSA shall be filed with the ERC within thirty (30) calendar days after the occurrence of the Force Majeure or Fortuitous Event.”*

8. Pursuant to the foregoing provisions on the exemption from conducting a Competitive Selection Process (CSP), Applicant NORECO II is allowed to procure power supply through direct negotiation due to the occurrence of force majeure or other circumstances beyond its control. As elaborated hereunder, it is essential for NORECO II to pursue this approach to ensure the cost-effective delivery of electricity to its member-consumers owners (MCOs).

STATEMENT OF FACTS

9. NORECO II is a member electric cooperative (EC) of the Negros Electric Cooperative Association (NECA).

10. NECA conducted an aggregated Competitive Selection Process (CSP) for all member electric cooperatives to leverage the benefits of economies of scale and secure a lower electricity price. Under the said aggregated CSP, NORECO II committed to an 18MW baseload and a 10MW peaking requirements.

11. During that time, and while the conduct of the aggregated CSP was ongoing, NORECO II entered into an 18MW Emergency Power Supply Agreement (EPSA) with KEPSCO-SPC (KSPC) covering the period from September 26, 2022 to September 25, 2023 (1st EPSA).

12. Due to the impact of Typhoon Odette in Negros Island, the conduct of the aggregated CSP was further delayed as the Aggregation Members had prioritized the rehabilitation of their damaged distribution lines.

13. After the completion of power restoration works, the NECA team resumed to conduct the aggregated CSP's activities; however, said CSP of NECA had been declared a failure on June 30, 2023. As a result, NORECO II had entered into an 18 MW EPSA with FDC Misamis covering the period from October 26, 2023 to October 25, 2024 (2nd EPSA) to ensure the continuity of power supply to its member-consumers.

14. Subsequently, NORECO II entered into another 18 MW

EPSA with FDC Misamis covering the period from October 26, 2024 to October 25, 2025 (3rd EPSA) with following the failure of NECA's conduct of the Second CSP (2nd CSP) in August 2024. Aside from the failure of the conduct of two (2) aggregated CSPs, the situation was further compounded the attempted withdrawal of a NECA member electric cooperative, and the need to ensure regulatory compliance and mitigate supply risks.

15. Under the DOE Circular No. DC2023-06-0021 (2023 DOE CSP Policy) and ERC Resolution No. 16, Series of 2023 (2023 ERC CSP Guidelines), a fortuitous event is defined or described as an event which though can be foreseen, is inevitable and independent of the DU's participation, whether by active intervention, neglect, or failure to act, to wit:

Force Majeure or Fortuitous Event (FM/FE) refers to 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.

16. Based on the above, NORECO II had considered it as proper necessary to conduct a negotiated procurement of an emergency power supply in view of the occurrence of the following events which although foreseen, but inevitable, and clearly beyond the control of the DU and independent of the its participation, whether by active intervention, neglect, or failure to act, and thus falling within the definition of force majeure or fortuitous event, to wit:

- a) The ongoing review by the National Electrification Administration (NEA) of the draft bidding documents of NORECO II for the conduct of its individual Competitive Selection Process (CSP); and
- b) The expiration of the 3rd EPSA on 25 October 2025.

17. Thus, on 02 October 2025, the Board of Directors of NORECO II issued Board Resolution No. 193-25, approving the procurement of an Emergency Power Supply Agreement and authorizing the General Manager and the Board Chairman to sign related contracts and documents on behalf of the cooperative.

18. Accordingly, NORECO II solicited proposals from potential power suppliers, namely: FDC Misamis, Aboitiz Corporation, Green Core Geothermal Inc., GNPower Kauswagan Ltd. Co, KEPCO SPC Power Corporation, and Panay Energy Development Corporation for another emergency power supply in accordance with the prevailing procurement guidelines.

19. Thereafter, NORECO II's Technical Working Group (TWG) evaluated the three (3) offers received and submitted by the generation companies and proceeded to the conduct of due diligence.

20. After a thorough evaluation of the offers received, NORECO II's TWG issued an Evaluation Report and Recommendation for the approval of the Board of Directors.

21. On October 22, 2025, the Board of Directors of NORECO II issued Board Resolution No. 198-25, Series of 2025, approving the recommendation of TWG and declared FDC Misamis as the winning proponent in the negotiated procurement of emergency power supply it has conducted;

22. On 24 October 2025, a Notice of Award was issued to FDC Misamis.

23. Immediately thereafter, the Joint Applicants commenced the negotiations on the terms of the EPSA.

24. On 30 October 2025, and within five (5) days from the occurrence of a force majeure or fortuitous event consisting of NEA's ongoing review of NORECO II's bidding documents and the expiration of the 3rd EPSA on 25 October 2025, NORECO II notified the ERC, DOE, and NEA of the occurrence of a force majeure or fortuitous event which authorizes the conduct of negotiated procurement of emergency power supply.

25. On the same date, the Joint Applicants signed and executed the subject eighteen (18) MW EPSA covered by this Joint Application.

26. Under the EPSA, FDC Misamis will commence delivery to NORECO II on 26 October 2025.

27. On 12 November 2025, NORECO II submitted to the ERC a sworn certification executed by its General Manager, stating that the cooperative and FDC Misamis have commenced the delivery of power supply.

28. It is also worthy to mention that NORECO II was also burdened by the abrupt increase in the required prudential requirement that threatens NORECO II's financial operations.

INDICATIVE RATE IMPACT

29. NORECO II prepared a rate impact analysis on the implementation of its EPSA with FDC Misamis subject of this instant Joint Application. Based on said analysis, the indicative rate impact on NORECO II's overall generation rate of the implementation of the EPSA with FDC Misamis shows a decrease of about PhP 1.29/kWh. The rate impact analysis prepared by NORECO II is shown below, as follows:

| RATE IMPACT WITH EPSA From November, 2025 – October, 2026 | | | | | | | | | |
|--|-----------------------|-------------------------|-----------------------|-----------------------|-----------------------|-------------------------|-------------------------|-----------------------|-------------------------|
| MONTH | GCGI | | FDCMPC | | IEMOP WITH FDCMPC | | IEMOP RATE (Php/kWh) | TOTAL WITH FDCMPC | |
| | TOTAL KWH | AMOUNT (Php) | TOTAL KWH | AMOUNT (Php) | TOTAL KWH | AMOUNT (Php) | | TOTAL KWH | AMOUNT (Php) |
| NOV 2025 | 17,360,000.00 | 111,824,440.00 | 12,152,000.00 | 65,129,859.20 | 21,474,480.94 | 196,548,218.96 | 9.1526 | 50,986,480.94 | 373,502,518.16 |
| DEC 2025 | 16,800,000.00 | 108,217,200.00 | 11,760,000.00 | 63,028,896.00 | 21,673,319.40 | 208,572,144.03 | 9.6235 | 50,233,319.40 | 379,818,240.03 |
| JAN 2026 | 17,360,000.00 | 117,415,662.00 | 12,152,000.00 | 65,129,859.20 | 15,464,839.01 | 206,234,269.00 | 13.3357 | 44,976,839.01 | 388,779,790.20 |
| FEB 2026 | 17,360,000.00 | 117,415,662.00 | 12,152,000.00 | 65,129,859.20 | 15,275,403.86 | 119,457,397.28 | 7.8202 | 44,787,403.86 | 302,002,918.48 |
| MAR 2026 | 15,680,000.00 | 106,052,856.00 | 10,976,000.00 | 58,826,969.60 | 14,383,827.87 | 195,040,147.10 | 13.5597 | 41,039,827.87 | 359,919,972.70 |
| APR 2026 | 17,360,000.00 | 117,415,662.00 | 12,152,000.00 | 65,129,859.20 | 19,472,314.53 | 273,615,481.25 | 14.0515 | 48,984,314.53 | 456,161,002.45 |
| MAY 2026 | 16,800,000.00 | 113,628,060.00 | 11,760,000.00 | 63,028,896.00 | 19,769,033.20 | 202,741,844.46 | 10.2555 | 48,329,033.20 | 379,398,800.46 |
| JUN 2026 | 17,360,000.00 | 117,415,662.00 | 12,152,000.00 | 65,129,859.20 | 17,857,031.25 | 249,271,675.37 | 13.9593 | 47,369,031.25 | 431,817,196.57 |
| JUL 2026 | 16,800,000.00 | 113,628,060.00 | 11,760,000.00 | 63,028,896.00 | 16,348,209.85 | 147,799,321.45 | 9.0407 | 44,908,209.85 | 324,456,277.45 |
| AUG 2026 | 17,360,000.00 | 117,415,662.00 | 12,152,000.00 | 65,129,859.20 | 18,950,905.73 | 213,810,777.06 | 11.2824 | 48,462,905.73 | 396,356,298.26 |
| SEP 2026 | 17,360,000.00 | 117,415,662.00 | 12,152,000.00 | 65,129,859.20 | 16,516,638.77 | 99,664,174.62 | 6.0342 | 46,028,638.77 | 282,209,695.82 |
| OCT 2026 | 16,800,000.00 | 113,628,060.00 | 11,760,000.00 | 63,028,896.00 | 23,837,875.52 | 183,129,438.37 | 7.6823 | 52,397,875.52 | 359,786,394.37 |
| TOTAL | 204,400,000.00 | 1,371,472,648.00 | 143,080,000.00 | 766,851,568.00 | 221,023,879.95 | 2,295,884,888.95 | 10.3875 | 568,503,879.95 | 4,434,209,104.95 |
| RATES | | 6.7097 | | 5.3596 | | 10.3875 | | | 7.7998 |

| RATE IMPACT WITHOUT EPSA From October, 2025 – September, 2026 | | | | | | | | | |
|--|-----------------------|-------------------------|-----------|--------------|-----------------------|-------------------------|-------------------------|-----------------------|-------------------------|
| MONTH | GCGI | | EPSA | | IEMOP WITHOUT EPSA | | IEMOP RATE (Php/kWh) | TOTAL WITHOUT EPSA | |
| | TOTAL KWH | AMOUNT (Php) | TOTAL KWH | AMOUNT (Php) | TOTAL KWH | AMOUNT (Php) | | TOTAL KWH | AMOUNT (Php) |
| NOV 2025 | 17,360,000.00 | 111,824,440.00 | | | 33,626,480.94 | 307,771,114.79 | 9.1526 | 50,986,480.94 | 419,595,554.79 |
| DEC 2025 | 16,800,000.00 | 108,217,200.00 | | | 33,433,319.40 | 321,743,936.88 | 9.6235 | 50,233,319.40 | 429,961,136.88 |
| JAN 2026 | 17,360,000.00 | 117,415,662.00 | | | 27,616,839.01 | 368,289,550.30 | 13.3357 | 44,976,839.01 | 485,705,212.30 |
| FEB 2026 | 17,360,000.00 | 117,415,662.00 | | | 27,427,403.86 | 214,489,011.79 | 7.8202 | 44,787,403.86 | 331,904,673.79 |
| MAR 2026 | 15,680,000.00 | 106,052,856.00 | | | 25,359,827.87 | 343,871,228.40 | 13.5597 | 41,039,827.87 | 449,924,084.40 |
| APR 2026 | 17,360,000.00 | 117,415,662.00 | | | 31,624,314.53 | 444,369,467.55 | 14.0515 | 48,984,314.53 | 561,785,129.55 |
| MAY 2026 | 16,800,000.00 | 113,628,060.00 | | | 31,529,033.20 | 323,346,836.48 | 10.2555 | 48,329,033.20 | 436,974,896.48 |
| JUN 2026 | 17,360,000.00 | 117,415,662.00 | | | 30,009,031.25 | 418,905,101.94 | 13.9593 | 47,369,031.25 | 536,320,763.94 |
| JUL 2026 | 16,800,000.00 | 113,628,060.00 | | | 28,108,209.85 | 254,117,997.06 | 9.0407 | 44,908,209.85 | 367,746,057.06 |
| AUG 2026 | 17,360,000.00 | 117,415,662.00 | | | 31,102,905.73 | 350,913,910.78 | 11.2824 | 48,462,905.73 | 468,329,572.78 |
| SEP 2026 | 17,360,000.00 | 117,415,662.00 | | | 28,668,638.77 | 172,991,385.25 | 6.0342 | 46,028,638.77 | 290,407,047.25 |
| OCT 2026 | 16,800,000.00 | 113,628,060.00 | | | 35,597,875.52 | 273,473,151.80 | 7.6823 | 52,397,875.52 | 387,101,211.80 |
| TOTAL | 204,400,000.00 | 1,371,472,648.00 | | | 364,103,879.95 | 3,794,282,693.02 | 10.4209 | 568,503,879.95 | 5,165,755,341.02 |
| RATES | | 6.7097 | | | | 10.4209 | | | 9.0866 |

| POWER SUPPLIER | RATE (Php/kWh) | kWH PURCHASED | AMOUNT DUE (Php) |
|----------------------|-------------------|-----------------------|-------------------------|
| GCGI | 6.7097 | 204,400,000.00 | 1,371,472,648.00 |
| IEMOP | 10.4209 | 364,103,879.95 | 3,794,282,693.02 |
| TOTAL | | 568,503,879.95 | 5,165,755,341.02 |
| BLENDED RATE: | | | 9.0866 |

| POWER SUPPLIER | RATE (Php/kWh) | kWH PURCHASED | AMOUNT DUE (Php) |
|-------------------------------|-------------------|-----------------------|-------------------------|
| GCGI | 6.7097 | 204,400,000.00 | 1,371,472,648.00 |
| FDCMPC | 5.3596 | 143,080,000.00 | 766,851,568.00 |
| IEMOP | 10.3875 | 221,023,879.95 | 2,295,884,888.95 |
| TOTAL | | 568,503,879.95 | 4,434,209,104.95 |
| BLENDED RATE (Php/kWh) | | | 7.7998 |

| | | | |
|-----------------------------|--|--|--------------|
| RATE IMPACT: Php/kWh | | | -1.29 |
|-----------------------------|--|--|--------------|

Simulation shows that having EPSA has a lower rate impact of Php 1.29

ABSTRACT OF THE POWER SUPPLY AGREEMENT AND RELATED INFORMATION

30. Applicant NORECO II's peak demand for its Franchise Area for 2025 to 2026 is provided in its Supply-Demand Scenario³.

31. Under the EPSA, FDC Misamis shall supply power to NORECO II for the entire Term of the contract for a Contracted Capacity of 18MW.

32. The power supply to be delivered to NORECO II will be sourced from FDC Misamis' 3 x 135 MW circulating fluidized bed coal-fired thermal power plant in the PHIVIDEC Industrial Estate, in Villanueva, Misamis Oriental, with a rated capacity of 405 MW and net dependable capacity of 369 MW (the "Power Plant"). FDC Misamis shall supply power to NORECO II under the terms stipulated in their EPSA.

33. The following are the Salient Features of the EPSA:

33.1 Term: The Term of the EPSA shall be one (1) year from commencement of delivery, or 26 October 2025 to 25 October 2026.

33.2 Date of Commencement of Supply: The obligation of FDC Misamis to deliver electric power to NORECO II shall

³ See Annex "G" of this Joint Application

commence immediately following the execution of the EPSA, and more specifically on 26 October 2025.

33.3 Contract Type: 18MW Firm (Baseload)

33.4 Contract Demand and Contract Energy: The Joint Applicants agreed to the following service specifications.

| | FIRM |
|------------------------------------|--|
| Contracted Demand (monthly), kW | 18,000 |
| Contracted Energy (12 months), kWh | At least 141,912,000 kWh |
| Customer Load Factor Per Interval | At least 72.22% |
| Delivery Point | Plant Gate FDC Misamis Power Corporation's Power Plant |
| Nodal Point | 11FDC Unit 1, Unit 2, Unit 3 |
| Voltage at the Plant Gate | 138kV |

33.5 Outage Allowance: Applicant FDC Misamis is allowed an Outage Allowance of 360 hours. Applicant NORECO II shall be responsible for the procurement of Replacement Power during the Outage Allowance. FDC Misamis shall exert best efforts to procure Replacement Power beyond the Outage Allowance.

33.6 Billing and Settlement: The Billing and Settlement between the Parties shall be in accordance with *Schedule 3* of the EPSA.

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

33.8 Prompt Payment Discount: FDC Misamis shall grant a Prompt Payment Discount, provided that:

- (i) Payment shall be made seven (7) days upon receipt of the electric copy of Power Bill; and

- (ii) NORECO II has not incurred any delay in the payment of its power bills for the relevant billing month and does not have any pending obligations from the previous month. .

The computation of the Prompt Payment Discount will be equal to PhP0.1/kWh of the Generation Charge only. No other charge in the billing shall be eligible for the Prompt Payment Discount.

33.9 Generation Charge:

| BASELOAD (FIRM): | RATE IN PHP/KWH | BILLING DETERMINANT (BD) |
|--|------------------------|--|
| Capital Recovery Fee (CRF), Php/kW/month | 2.0000 | Actual energy consumed or 90% of Contract Energy in kWh, whichever is higher |
| Fixed O&M (FOM), Php/kW/month | 0.6347 | |
| Variable O&M (VOM), Php/kWh | 0.1907 | |
| Fuel Cost (FC), Php/kWh | pass-through | Actual energy consumed in kWh |
| *Fuel Base (FB) | 2.4584 | August Fuel Rate |

BASELOAD (FIRM)

Generation Charge = [CRF + FOM + VOM + FC] Charges

| | | |
|------------|---|--|
| CRF Charge | = | (1,460.00 Php/kW-mo.) * BD |
| FOM Charge | = | [(463.33 Php/kW-mo.) * BD] |
| VOM Charge | = | [(0.1907 Php/kWh) * BD] |
| Fuel Cost | = | [(DCP * ACR or MCR, whichever is lower)/1000] * BD |

Where:

| | | | |
|---------------------|---|--|-----------|
| BD | = | Billing Determinant | kW or kWh |
| DCP | = | Delivered Coal Price | Php/MT |
| | = | Total Coal Cost (Php)/ Total Coal Consumption (MT) | |
| ACR | = | Actual Fuel Consumption Rate | kg/kWh |
| | = | Total Coal Consumption (MT)/ Total Metered Quantity of the Plant (kWh) | |
| MCR _{Coal} | = | Maximum Consumption Rate equal to 0.75, escalated at a rate of 1.5% annually | kg/kWh |
| Indexation | = | No indexation. | |

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|-------------------------|--|
| Other Pass-Thru Charges | 1. Market Charges and Fees and Line Rental Charges |
| | 2. Value Added Tax (VAT) (if applicable) |

PRE-FILING REQUIREMENTS AND OTHER RELATED DOCUMENTS

34. In compliance with the Prefiling Checklist and in further support of the instant Joint Application, NORECO II and FDC Misamis

most respectfully submit to the Honorable Commission the following documents

| ANNEXES | DOCUMENTS |
|---------------------------|---|
| "A" | NORECO II's Board Resolution No. 193-25 |
| "A-1" | NORECO II's Board Resolution No. 198-25 |
| "A-2" | NORECO II's Board Resolution No. 255-25 |
| "B" | FDC Misamis Board Resolution or Secretary's Certificate (authorizing the signing of EPSA) |
| "B-1" | FDC Misamis Board Resolution or Secretary's Certificate (authorizing the Authorized Representative to sign the verification and certification, and authority of counsel) |
| "C" | Emergency Power Supply Agreement |
| "D" | Notice of Fortuitous Event/Force Majeure to ERC |
| "E" | Notice of Fortuitous Event/Force Majeure to DOE |
| "F" | Notice of Fortuitous Event/Force Majeure to NEA |
| "G" | NORECO II Supply-Demand Scenario |
| "H" | NORECO II Average Daily Load Curve |
| "I" | NORECO II Power Supply Procurement Plan (PSPP) |
| "I-1" | NORECO II Distribution Development Plan (DDP) |
| "I-2" | NORECO II Single Line Diagram Connection |
| "J" and series | NORECO II's Solicitation letters/invitation requesting proposal for emergency supply NORECO II's Offers/Proposals received from Generation Companies NORECO II's Notice of Award NORECO II's Sworn Certification of Implementation |
| "K" | NORECO II Affidavit on the Occurrence of Force Majeure/Fortuitous Event |
| "L" | Executive Summary of EPSA |
| "M" and series | NORECO II Articles of Cooperation, NORECO II By Laws NORECO II Certificate of Franchise NORECO II Certificate of Registration |
| "N" and series | FDC Misamis Amended Articles of Incorporation, Amended By-Laws, and Amended General Information Sheet for 2023 |
| "O" and series | FDC Misamis SEC Certificate of Registration with Amendments and Shareholders' Agreement |

| | |
|-----------------|--|
| "P" | FDC Misamis BOI Certificate of Registration with attached Terms and Conditions |
| "Q" | FDC Misamis DENR-EMB ECC |
| "R" | FDC Misamis ERC COC No. 17-05-M-00108M |
| "R-1" | FDC Misamis PAO Certificate dated 01 December 2023 |
| "S" | FDC Misamis DOE Certificate of Endorsement |
| "T" | NORECO II Rate Impact Analysis |
| "U" | FDC Misamis Samuel R. Lamorena Verified Certification |
| "V" and series | Transmission Service Agreement ("TSA") and Metering Services Agreement ("MSA") of NORECO II and FDC Misamis, respectively |
| "W" | FDC Misamis Sources of Funds and Financial Plans (<i>Confidential</i>) |
| "X" | Bank Certifications (<i>Confidential</i>) |
| "Y" | FDC Misamis Generation Rate and Derivation (<i>Confidential</i>) |
| "Z" and series | Basis of Other Charges; FDCMPC Fuel Supply Agreement – RUG EPSA; Certification Fuel Supply Agreement; Cost Analysis for NORECO II (<i>Confidential</i>) |
| "AA" | Excel File FDC Misamis Financial Model (<i>Confidential</i>) Project Cost and Breakdown of Cost |
| "BB" | Sample Computation of Power Rates (<i>Confidential</i>) |
| "CC" | FDC Misamis Cash Flow (<i>Confidential</i>) |
| "DD" | FDC Misamis Fuel Supply Procurement Process (<i>Confidential</i>) |
| "EE" | FDC Misamis Sworn Statement on Fuel Concerns |
| "FF" | FDC Misamis Relevant Technical and Economic Characteristics of the Generation Capacity (<i>Confidential</i>) |
| "GG" | FDC Misamis simulation of no. of operating units to meet MEOT (<i>Confidential</i>) |
| "HH" | FDC Misamis 2023 Audited Financial Statements (AFS) |
| "II" | FDC Misamis WESM Registration |
| "JJ" | Sample Power Bill |
| "KK" | FDC Misamis Write-Up |
| "LL" And series | Proof of furnishing copies of the Application to the Offices of the Mayor and Sangguniang Panlungsod of Dumaguete City, and the Governor and Sangguniang Panlalawigan of Negros Oriental |

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|----------------------------|--|
| "MM" and series | Proof of furnishing copies of the Application to the Offices of the Mayor and Sangguniang Bayan of Villanueva and Governor and Sangguniang Panlalawigan of Misamis Oriental where FDC Misamis Power Corporation operates |
| "NN" and series | Proof of publication of the Application in a newspaper of general circulation and within NORECO II's franchise area or where it principally operates |

**ALLEGATIONS IN SUPPORT OF THE
MOTION FOR CONFIDENTIAL TREATMENT
OF INFORMATION**

35. Under the Revised Rules of Practice and Procedure of this Honorable Commission, a party to any proceeding before the Honorable Commission may request that certain information not be disclosed and be treated as confidential.⁴ Pursuant to this, Applicant FDC Misamis prays for the confidential treatment of the information contained in the following annexes:

| ANNEXES | DOCUMENTS |
|---------------------------|---|
| "W" | FDC Misamis Sources of Funds and Financial Plans (<i>Confidential</i>) |
| "X" | Bank Certifications (<i>Confidential</i>) |
| "Y" | FDC Misamis Generation Rate and Derivation (<i>Confidential</i>) |
| "Z" and series | Basis of Other Charges; FDCMPC Fuel Supply Agreement – RUG EPSA; Certification Fuel Supply Agreement; Cost Analysis for NORECO II (<i>Confidential</i>) |
| "AA" | Excel File FDC Misamis Financial Model (<i>Confidential</i>) Project Cost and Breakdown of Cost |
| "BB" | Sample Computation of Power Rates (<i>Confidential</i>) |
| "CC" | FDC Misamis Cash Flow (<i>Confidential</i>) |
| "DD" | FDC Misamis Fuel Supply Procurement Process (<i>Confidential</i>) |
| "EE" | FDC Misamis Sworn Statement on Fuel Concerns |
| "FF" | FDC Misamis Relevant Technical and Economic Characteristics of the Generation Capacity (<i>Confidential</i>) |

⁴ Section 1, Rule 4, Rules of Practice and Procedure of the Energy Regulatory Commission.

| | |
|------|---|
| "GG" | FDC Misamis simulation of no. of operating units to meet MEOT (<i>Confidential</i>) |
|------|---|

36. Joint Applicants treat the above-mentioned documents, such as related agreements, sources of funds/financial plans, certifications from bank/lending institutions, generation rate and derivation, cash flow, description of power plant, and steam sales agreement, as not generally available to the public on a non-confidential basis, as the same involve trade secrets reflecting investment and business calculations and the Parties are similarly bound to third parties to keep the information and documents confidential.

37. Also, the Confidential Documents were prepared and developed for the exclusive use of FDC Misamis, 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 FDC Misamis' competitors or other entities engaged in the power business for their own benefit, and to the prejudice of FDC Misamis.

38. This request is likewise being made by virtue of Section 1 (b), Rule 4 of the ERC Rules of Practice and Procedure under which the Honorable Commission may, upon request of a party and a determination of the existence of conditions which would warrant such remedy, treat certain information submitted to it as confidential.

39. Accordingly, Joint Applicants hereby submit one (1) copy of the confidential documents in a sealed envelope, with the envelope and each page of the document stamped with the word "Confidential".⁵

PRAYER

WHEREFORE, premises considered, Joint Applicants NORECO II and FDC Misamis most respectfully pray that the Honorable Commission:

1. **ISSUE AN ORDER** declaring the Confidential Documents attached hereto as "W", "X", "Y", "Z" and series, "AA" "BB" "CC"

⁵ Soft copies of the same to be provided to this Honorable Commission are password protected.

“DD”, “FF”, and “GG” as confidential information as well as directing that the same be treated with confidentiality and be protected from public disclosure, thereby issuing the corresponding **PROTECTIVE ORDER** in accordance with Section 2, Rule 4 of the *ERC Revised Rules of Practice and Procedure*; and

2. After due notice and hearing, **ISSUE A DECISION** (i) approving the instant *Joint Application in toto* and the EPISA which will thereby allow/authorize NORECO II to charge and collect the fees from its MCOs reckoned from the commencement of the supply to NORECO II by FDC Misamis; and (ii) directing that the rates, terms, and conditions of the *EPISA* be retroactively applied for the entire term of the EPISA.

Other kinds of relief, just and equitable under the premises, are likewise being prayed for.

Pasig City, Metro Manila, 09 February 2026.

(Signature pages follow.)

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MCLE Compliance No. VIII – 0011677/ 08 August 2024



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MCLE Compliance No. VIII -0026824/ 10 April 2025

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LAW OFFICES⁶**

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Valid Until 14 August 2028; CP No. 09178541331



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MCLE Compliance No. VIII-0041847, valid until 14 April 2028



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Roll of Attorneys No. 79269

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IBP No. 587192, 05 January 2026, Quezon City Chapter

MCLE Compliance No. VIII-0040569; valid until 14 April 2028

⁶Pursuant to Office of the Court Administrator Circular No. 56-2015, hereunder are the MCLE Compliance Numbers of the undersigned Firm's named partners, to wit:

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

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

**VERIFICATION AND
CERTIFICATION AGAINST FORUM SHOPPING**

I, **JUAN EUGENIO L. ROXAS**, of legal age, married, with office address at PHIVIDEC Industrial Estate, Villanueva, Misamis Oriental 9002, after having been duly sworn to in accordance with law, do hereby depose and state for FDC Misamis Power Corporation ("FDCMPC"), that:

1. I am currently the President and Chief Executive Officer ("PCEO") of FDCMPC with authority to commence, initiate, sign, and file the foregoing Joint Application with the Energy Regulatory Commission ("ERC") for the approval of the Emergency Power Supply Agreement ("EPSA") entered into by Negros Oriental II Electric Cooperative ("NORECO II") and FDCMPC, with prayer for confidential treatment of information (the "Joint Application");
2. I have read the Joint Application, and the allegations therein are true and correct based on my personal knowledge or the authentic records of FDCMPC;
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 after a reasonable opportunity for discovery;
5. I or FDCMPC 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
6. If I or FDCMPC 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 Honorable Commission.

IN WITNESS WHEREOF, I have hereunto affixed my signature this day of 13 FEB 2026 at MAKATI CITY, Metro Manila.


JUAN EUGENIO L. ROXAS
President and CEO

SUBSCRIBED and SWORN TO before me this day of 13 FEB 2026 with affiant having presented to me his Philippine Passport No. P0007571B, issued at DFA Manila, on December 20, 2018, valid until December 19, 2028, as competent and reliable evidence of his identity.

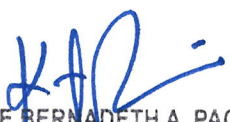
Doc No. 109

Page No. 23

Book No. 2

Series of ²⁰²⁶2025. 




KRISTINE BERNADETH A. PACARIEM
NOTARY PUBLIC FOR AND IN MAKATI CITY
APPOINTMENT NO. M-261 (2025-2026)
UNTIL 31 DECEMBER 2026
29F, PBCOM TOWER 6795, AYALA AVENUE
COR. V.A. RUFINO ST., MAKATI CITY
IBP NO. 566966 / 12/17/2025 / MAKATI CITY
PTR NO. 10766162 / 01/05/2026 / MAKATI CITY
ROLL OF ATTORNEYS NO. 81390
MCLE COMPLIANCE NO. VIII-0013505; 09/17/2024

VERIFICATION AND CERTIFICATION AGAINST FORUM SHOPPING

I, **ATTY. FE MARIE D. DICEN-TAGLE**, of legal age, Filipino, and with office address at Negros Oriental II Electric Cooperative (NORECO II), Real Street, Dumaguete City, Negros Oriental, after having been duly sworn to in accordance with law, do hereby depose and state that:

1. I am the General Manager and the duly authorized representative of Applicant **NORECO II**, in the instant **Joint Application** as evidenced by the attached **Board Resolution No. 255-25, dated 19 November 2025**.

2. As such, I have caused the preparation of the foregoing **Joint Application**, which I have read and understood, the contents of which are all true and correct of my personal knowledge and/or based on authentic records.

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

5. I further certify that I and/or **NORECO II** have not heretofore commenced any action involving the same issues in the Supreme Court, the Court of Appeals, or different divisions thereof, or any other tribunal or agency; and to the best of my knowledge, no such other action or proceeding is pending in the Supreme Court, the Court of Appeals, or different divisions thereof, or any other tribunal or agency.

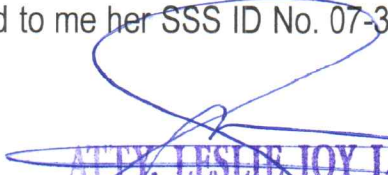
6. Should I hereafter learn that a similar action or proceeding has been filed or is pending before the Supreme Court, the Court of Appeals, or different divisions thereof, or any other tribunal or agency, I undertake to promptly inform this Honorable Court within five (5) days therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand this day of 09 February 2026 in Dumaguete City, Philippines.


ATTY. FE MARIE D. DICEN-TAGLE
Affiant 

SUBSCRIBED AND SWORN TO BEFORE ME, in Dumaguete City, this day of 09 February 2026, by the affiant who exhibited to me her SSS ID No. 07-3016530-9 as competent proof of identity.

Doc. No. 115;
Page No. 41;
Book No. I;
Series of 2026.


ATTY. LESLIE JOY L. CUEVAS
NOTARY PUBLIC
For: Dumaguete City, Sibulan, Bacong, Valencia,
Dauin, Zamboanguita, & Siaton, all of Negros Oriental
Commission No. 2026-003 until 12/31/2027
Roll of Attorneys No. 65301
IBP Lifetime Member No. 15188
PTR No. 4703464A, 1/5/2026, Dumaguete City
Door 8, 2nd Floor, SVS Building
Capitol Area (fronting DPWH), Dumaguete City