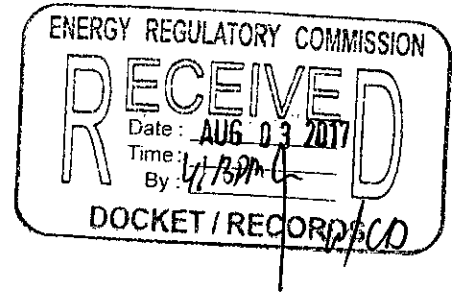


Republic of the Philippines  
**ENERGY REGULATORY COMMISSION**  
San Miguel Avenue, Pasig City

IN THE MATTER OF THE JOINT APPLICATION FOR THE APPROVAL OF THE POWER SUPPLY AGREEMENT (PSA) BETWEEN PAMPANGA II ELECTRIC COOPERATIVE, INC. (PELCO II) AND FIRST GEN HYDRO POWER CORPORATION (FGHPC), WITH PRAYER FOR PROVISIONAL AUTHORITY



2017-071  
ERC CASE NO. 2017 - \_\_\_\_ RC

PAMPANGA II ELECTRIC COOPERATIVE, INC. (PELCO II) AND FIRST GEN HYDRO POWER CORPORATION (FGHPC)

Applicants.

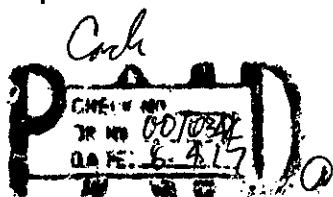
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**JOINT APPLICATION**  
**(with Prayer for Provisional Authority)**

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Applicants Pampanga II Electric Cooperative, Inc. ("PELCO II") and First Gen Hydro Power Corporation ("FGHPC"), by and through the undersigned counsels, and unto this Honorable Commission most respectfully state that:

1. Applicant PELCO II is a non-stock, non-profit electric cooperative (EC) duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal main office at San Roque, Guagua, Pampanga 2003, where it may be served with summons and other legal processes, represented in this instance by its General Manager, AMADOR T. GUEVARRA, of legal age, Filipino, married and with office address also at PELCO II Main Office. Copies of the Articles of Incorporation, Amended By Laws and



the List of PELCO II Directors are hereto attached as **Annexes "A", "B", and "C"**, respectively.

2. Applicant FGHPC is a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address at the 6<sup>th</sup> Floor, Rockwell Business Center Tower 3, Ortigas Avenue, Pasig City, where it may be served with summons and other legal processes, represented in this case by its Vice President, DENNIS P. GONZALES, of legal age, Filipino, married and also with office address at the 6<sup>th</sup> Floor, Rockwell Business Center Tower 3, Ortigas Avenue, Pasig City. Copies of FGHPC's amended Articles of Incorporation, Certificate of Registration issued by the Securities and Exchange Commission (SEC), By-Laws, latest General Information Sheet (GIS) showing the list of shareholders and Board of Investments (BOI) Certificate of Registration are attached hereto as **Annexes, "D", "E", "F", "G", and "H"**, respectively;

2.1 FGHPC, as a generation company, falls within the ambit of Sections 6 and 29 of Republic Act No. 9136 or the Electric Power Industry Reform Act of 2001 ("EPIRA").

2.2 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, FGHPC has joined in this Application as a co-applicant.

2.3 While FGHPC is a co-applicant, it manifests that this joint Application shall neither modify, diminish, nor constitute as a waiver of FGHPC's rights nor expand its obligations and responsibilities as a generation company under the EPIRA.

3. Applicant PELCO II is the exclusive franchise holder of a Certificate of Franchise issued by the National Electrification Commission to operate an electric light and power services in the city and municipalities in the Province of Pampanga, namely: 1) Guagua, 2) Bacolor, 3) Porac, 4) Sasmuan, 5) Lubao, 6) Sta. Rita, and 7) Mabalacat City. A copy of PELCO II's Certificate of Franchise is attached as **Annex "I"**;

4. Applicant FGHPC is a subsidiary of Energy Development Corporation ("EDC") and First Gen Corporation ("FGEN"). FGHP

owns and operates the Pantabangan-Masiway Hydro Electric Power Plant located in the province of Nueva Ecija, which was acquired via the privatization auction conducted by the Power Sector Assets and Liabilities Management Corporation (PSALM) as evidenced by the attached Certificate of Closing [JCK1] dated November 15, 2006 and Deed of Absolute Sale dated May 7, 2010, duly marked as **Annexes “J” and “K”**, respectively. Copies of the Environmental Compliance Certificate (ECC) issued by the Department of Environment and Natural Resources (DENR) and ERC Certificates of Compliance issued to FGHPC are attached hereto as **Annexes “L”, “M”, and “M-1”**, respectively.

5. Applicant PELCO II is in need of a 30 MW baseload power supply for the period covering the date, August 5, 2017 – September 3, 2017. The primary source of PELCO II’s electricity requirements is the 1,200 MW coal-fired thermal power plant, located in Sual, Pangasinan, whose contracted capacity is being administered by San Miguel Electric Corporation (the “Sual Power Plant”). For the same period of August 5, 2017 to September 3, 2017, the Sual Power Plant will be unable to supply PELCO II with power due to the scheduled maintenance outage of Unit 2 of the Sual Power Plant. To maintain an uninterrupted and reliable power supply of its existing demand during the affected period, PELCO II decided to source the needed power at affordable and cheaper generation rates through the competitive selection process or CSP. Copy of SMEC’s Letter dated March 15, 2017 consisting of two (2) pages is hereto attached as **Annex “N”**.

6. Pursuant to ERC Resolutions No. 13, Series of 2015 and No. 1, Series of 2016, *“A Resolution Directing All Distribution Utilities (DU’s) to Conduct a Competitive Selection Process (CSP) in the Procurement of their Power Supply to the Captive Market ”* and *“A Resolution Clarifying the Effectivity of ERC Resolution No. 13, Series of 2015 ”*, respectively, and further the recent issuances of NEA Memoranda Nos. 2017-003, *“ Policy in the Conduct of Competitive Selection Process (CSP) of the ECS’ Power Supply Agreement (PSA) ”* and 2017-005, *“Publication to the NEA Website of the Notice of Invitation To Bid of Procurements or Contracts”*, Applicant PELCO II had conducted a public bidding to solicit the most competitive offer/s for the replacement power of 30 MW baseload requirement. After careful evaluation and review of the terms of the bid offers, Applicant PELCO II deemed that the proposal of Applicant FGHPC is the most advantageous and beneficial for its end consumers. Therefore, co-applicants executed this Power Supply Agreement (PSA) on July 11, 2017. The relevant documents on the details of the procurement process for the PSA are attached as **Annexes “O” to “O-27”**.

7. Applicants PELCO II and FGHPC come now to this Honorable Commission for the approval of the PSA, in compliance with the implementing rules and regulations (IRR) of the Electric Power Industry Reform Act of 2001 otherwise known as EPIRA and the rules and guidelines issued by the Energy Regulatory Commission (ERC). A copy of the PSA is attached as **Annex "P"**.

## **ABSTRACT OF THE POWER SUPPLY AGREEMENT AND RELATED INFORMATION**

8. **Executive Summary.** Under the PSA, Seller FGHPC shall supply power to Buyer PELCO II for a term of one (1) month or thirty (30) consecutive days. The Contract Capacity is fixed on a monthly basis covering two (2) periods.

- 8.1 **Term of Agreement.** The PSA shall take effect on the Effective Date and shall continue and remain effective up to September 3, 2017, subject to the Conditions Precedent of Section 3.1 of the PSA;
- 8.2 **Supply of Energy.** Buyer PELCO II's Contract Capacity is thirty thousand kilowatts (30,000 kW) for the duration of the PSA, as specified in Annex "B" – Schedule of Contracted Capacity of the PSA;
- 8.3 **Availability of Energy.** Seller FGHPC shall supply Buyer PELCO II the Contracted Capacity from the Plant (Section 1.1.28 of the PSA), and in lieu thereof, the WESM or third party source subject to prudent utility practice and applicable laws and regulations in accordance to Section 5 of the PSA;
- 8.4 **Sale and Purchase of Contract Capacity and Associated Energy.** At the start of the subject contract on the Effective Date, Seller FGHPC shall supply to Buyer PELCO II the Contract Capacity (Annex "B" of the PSA) specified therein at the agreed variable and fixed rates in terms of capacity and energy fees based on the agreed formula and sample computations (Annexes "C" [2 of 3] & [3 of 3] of the PSA). Buyer PELCO II shall comply with the protocol for the nomination and declaration to the WESM of the bilateral contract quantities, and the coordination procedures and activities between

the Parties with respect to WESM transactions in accordance with Section 4 of the PSA.

8.5 **Adjustment in Contract Capacity.** Buyer PELCO II and Seller FGHPC may enter into another agreement through good faith negotiations for an increase in Contract Capacity in accordance with Section 4.8 of the PSA. Buyer PELCO II, in no less than or at least seven (7) days prior to the intended implementation of the increase in Contract Capacity may be allowed as such, subject to the following constraints; a) the Plant's technical limits, relating to transmission lines, substations and other facilities, b) the capacity constraints of the Plant, and c) the availability of energy and/or capacity from other Suppliers or other third party sources that may be utilized to serve the increase in the Maximum Demand and Contracted Capacity, and d) such other terms and conditions as the Parties may agree upon.

8.6 As conditions precedent of the increase in Contract Capacity (Section 4.9 of the PSA), Buyer PELCO II shall seek the written approval and certification from NGCP confirming that there is/are no transmission constraint/s, which written approval is required before implementation of the increase. Buyer PELCO II shall make a written application to Seller FGHPC. Seller FGHPC shall duly evaluate and inform Buyer PELCO II of its decision on the application in accordance with Section 4 of the PSA.

Seller FGHPC may unilaterally waive the requirement of Sections 4.8 and 4.9 of the PSA, in whole or in part.

8.7 **Charges and Adjustments.** Upon the start of Supply Effective Date, Buyer PELCO II, under Annex "A" of the PSA, shall pay Seller FGHPC of the sum of the Monthly Total Fixed Charges and Variable Charges of the Contract Capacity and in excess, the charges shall be in accordance with Sections 6.1, 6.2 and 4.3 of the PSA, respectively. No adjustment shall be made to the Fixed and Variable Charges during the Term of the Agreement.

- 8.8 **Capacity and Energy Fees.** The provision for Capacity and Energy Fees is covered under Section 6 of the PSA. Annexes "C – 1, 2, & 3" of the PSA provide the formulae for the computation of the basic energy charge and adjustments to fixed Operation & Maintenance (O & M) and variable charges, respectively, to wit:

**ANNEX A of the PSA**  
**Schedule of Basic Energy Charge**

	<b>Fees</b>	<b>Unit of Measure</b>
1. Fixed Charge	2,725.00	Php/kW/month
2. Variable Charge	1.0397	Php/kWh

The Basic Energy Charge is composed of the Fixed Charge and the Variable Charge on a peso per kilowatt-hour basis.

The complete schedule of Basic Energy Charge is attached as Annex "A" of the PSA.

- 8.9 **Capacity Utilization Discounts.** PELCO II may avail of a Capacity Utilization Discount (CUD) equivalent to a fixed amount of Php 0.6751 for every kilowatt hour (kWh) (Section 4.4 of the PSA) consumed by the Buyer from the Seller, provided, if the Basic Energy Charge approved by the ERC is less than the Basic Energy Charge as agreed upon by the Parties, the CUD may be reduced or may not be extended to Buyer. Prior to the Effective Date, Buyer shall identify the minimum load factor which should not be lower than sixty percent (60%) based on the formula in Annex "D" of the PSA.

9. The charges on Fixed and Variable Fees (Annex "A" and Section 6 of the PSA) and capacity utilization discounts (Annex "D" and Section 4.4 of the PSA) will result to lower generation cost charges of PELCO II. Below is an analysis of the rate impact:

## RATE IMPACT ANALYSIS

Billing Month	Scenario 1	Scenario 2	Scenario 3	Scenario 4	Scenario 5
	Replacement Power is at NPC-TOU Rate	Replacement Power is at Php 6.00/kWh Flat Rate	Replacement Power is at Php 5.90/kWh Flat Rate	Replacement Power is at Average WESM Rate	Replacement Power is at Proposed FGHPC Rate
August 2017	5.0012	5.7589	5.7007	5.1494	4.4960
September 2017	4.4834	5.4836	5.4264	3.8738	4.1940
<b>Average</b>	<b>4.7423</b>	<b>5.6212</b>	<b>5.5635</b>	<b>4.5116</b>	<b>4.3450</b>

Billing Month	Rate Increase / (Reduction)			
	Scenario 1 vs Scenario 5	Scenario 2 vs Scenario 5	Scenario 3 vs Scenario 5	Scenario 4 vs Scenario 5
August 2017	(0.5052)	(1.2629)	(1.2047)	(0.6536)
September 2017	(0.2894)	(1.2896)	(1.2324)	0.3204
<b>Average</b>	<b>(0.3973)</b>	<b>(1.2763)</b>	<b>(1.2185)</b>	<b>(0.1666)</b>

The analysis of the rate impact reveals that the resultant generation charge (GC) is lower and, thus, offers the best competitive and affordable price. Lower GC translates to the same passed-on charges to the benefit and interest of Applicant PELCO II's end consumers. Therefore, the approval for the implementation of the PSA is imperative and essential because of the lower GC that will redound to the cooperative's stakeholders.

The complete rate impact analysis and supporting computations are collectively attached as **Annex "Q"**.

10. At present, Independent Power Producer Administrator (IPPA) and Successor Generation Company (SGC), San Miguel Energy Corporation (SMEC) and IPP Bacman Geothermal, Inc. (BGI) are the power suppliers of PELCO II. SGC SMEC's supply is through an extension of the contract for the supply of electric energy (CSEE) by way of a Letter of Amendment (LOA) of the Transition Supply Contract (TSC) with erstwhile supplier, the National Power Corporation (NPC). In the same period, PELCO II has an approved power supply contract (PSC) with SMEC (ERC Case No. 2015-029 RC) for a 30 MW load capacity, which is under motion for reconsideration. PELCO II's total supply is up to 66 MW pegged at NPC-TOU rate on a best effort basis.

11. BGI's supply is through a provisionally approved PSA (ERC Case No. 2016-175 RC) for a 20 MW baseload capacity of two and a half (2.5) years, subject to final approval by the Honorable Commission in its Order dated December 6, 2016.

### OTHER RELATED DOCUMENTS

10. In further support of the instant application, Applicants PELCO II and FGHPC most respectfully submit to the Honorable Commission, the following documents in compliance with the Guidelines for the Recovery of Costs for the Generation Component of the Distribution Utilities' Rates (ERC Resolution No. 19, Series of 2009):

ANNEX	NATURE OF DOCUMENTS
A	Articles of Incorporation of PELCO II
B	By-Laws of PELCO II
C	List of PELCO II Directors
D	Amended Articles of Incorporation of FGHPC
E	Securities and Exchange Commission (SEC) Certificate of Registration of FGHPC
F	By-Laws of FGHPC
G	Latest General Information Sheet of FGHPC
H	Board of Investment (BOI) Certificate of Registration
I	Certificate of Franchise of PELCO II
J	Certificate of Closing [JCK2] dated November 15, 2006
K	Deed of Absolute Sale dated May 7, 2010
L	Environmental Compliance Certificate (ECC) issued by the Department of Environment and Natural Resources (DENR)
M and M-1	ERC Certificates of Compliance issued to FGHPC
N	SMEC's Letter dated March 15, 2017
O to O- <u>27</u>	Summary of PELCO II Competitive Selection Process (CSP) and Supporting Documents
P	Power Supply Agreement ("PSA") between PELCO II and FGHPC dated July 11, 2017
Q	PELCO II Rate Impact Analysis
R	PELCO II Existing and Forecast Demand
S	Executive Summary of the PSA
T	Calendar Year 2016 Audited Financial Statement ("AFS") of FGHPC
U	Load forecast projections in accordance with the latest 2017 Distribution Development Plan (DDP) of PELCO II with DDP Summaries inclusive of the following: <div style="margin-left: 40px;">                     (a) DDP One-Page Summary Grid,                      (b) DU Load Curve_Grid,                 </div>



	(c) Monthly_Sup-Dem_Grid, (d) Annual Sup-Dem_Grid, and (e) DDP Data Summary_Grid
V to V-3	Board Resolutions (BR) Applicant PELCO II a) BR No. 073-17 b) BR No. 074-17 c) BR No. 075-17 d) BR No. 076-17
W	FGHPC's Secretary's Certificate dated July 25, 2017
X	PELCO II Demand Side Management (DSM) Activities
Y	Summary – Other Requirements
Z	Certification of Receipt from Sangguniang Bayan of Guagua, Pampanga
Z-1	Certification of Receipt from Sangguniang Panlalawigan of Pampanga
Z-2	Certification of Receipt from Sangguniang Panlungsod of Pasig
AA	Affidavit of Publication by Sunstar Pampanga
AA-1	Complete Copy of Newspaper Publication
BB	Summary of Proposals (subject to a motion for confidential treatment)
CC	FGHPC Rate Calculations (subject to a motion for confidential treatment)
DD and - DD-1	FGHPC Bank Certifications (subject to a motion for confidential treatment)
EE	Affidavit in support of the Provisional Authority

### COMPLIANCE WITH PRE-FILING REQUIREMENTS

11. In Compliance with the ERC Rules of Practice and Procedure, Applicants have furnished the legislative bodies of the municipality and province wherein the principal place of business of PELCO II is located, a copy of the present Joint Application with all its annexes and accompanying documents. Copies of the certifications of receipt from the Presiding Officer or Secretary of the legislative bodies of the municipality of Guagua, Pampanga and the Province of Pampanga, or from their duly authorized representatives, attesting to the fact of service are attached hereto as **Annexes "Z" and "Z - 1"**, respectively.

12. Likewise, a copy of the present Joint Application with all its annexes and accompanying documents was furnished to the City of Pasig where FGHPC's principal place of business is located. Copy of the certification of receipt from the Presiding Officer or Secretary of the legislative body of the City of Pasig, or from their duly authorized

representatives attesting to the fact of service are attached hereto as **Annex "Z - 2"**.

13. Applicants have also caused the publication of the present Joint Application in a newspaper of general circulation within the Franchise Area of PELCO II. Copies of the corresponding duly notarized Affidavit of Publication and the newspaper publication are attached hereto as **Annexes "AA" and "AA - 1"**, respectively.

#### **REQUEST FOR CONFIDENTIAL TREATMENT OF INFORMATION**

14. FGHPC and PELCO II respectfully request that the information in the documents, attached hereto in a sealed envelope, containing proposals of other generation companies (GENCOs) to PELCO II and FGHPC's rate calculations duly marked as **Annexes "BB" and "CC"**, respectively, be treated as confidential in nature.

FGHPC and PELCO II treats other GENCO proposals, bank certifications, and rate calculations as not generally available to the public on a non-confidential basis, as the same involve trade secrets reflecting FGHPC's investment and business calculations and the Parties are similarly bound to third parties to keep the information and documents confidential. The bank certifications duly marked as **Annexes "DD" and "DD-1"**, be treated as confidential in nature.

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 determination of the existence of conditions which would warrant such remedy, treat certain information submitted to it as confidential.

#### **MOTION FOR ISSUANCE OF PROVISIONAL AUTHORITY**

15. As can be gleaned from the five (5) comparative scenarios of the Rate Impact Analysis, clearly and without iota of doubt, Scenario 5 which is the subject of this Joint Application reflects the most beneficial and cheaper generation charges at a reduced rate of Php 4.3450/kWh. The resultant reduction is Php 0.3973/kWh from Scenario 1 – Php 4.7423/kWh vis-à-vis Scenario 5 - Php 4.3450/kWh.

16. PELCO II's present power supply requirements is serve by its two (2) suppliers, SGC SMEC and IPP BGI. SGC SMEC will undergo a scheduled undergo maintenance outage on August 5 – September 3, 2017. With the expected increase in the volatility of WESM prices during SMEC's outage and the critical status of power

reserves, the current generation charge (GC) of PELCO II will consequently be adversely affected to the prejudice of its end-users. Therefore, the implementation of the PSA with FGHPC will temper the impact of WESM price volatility that will afford the end-users a stable supply and affordable rates.

18. Thus, in view of the urgency above-mentioned, PELCO II respectfully moves for the issuance of a provisional authority (PA) in this instant case in order to immediately proceed in implementing the PSA, and for the lower rate and benefits derived therein can immediately be enjoyed by the customers of PELCO II. A copy of the affidavit in support of the prayer for issuance of provisional authority is attached hereto as **Annex "EE"**.

19. PELCO II understands that whatever rate that may be fixed and approved by the Honorable Commission under the PA shall be without prejudice to whatever rights and legal remedies which FGHPC may have under the law and the PSA, and the implementation of the PA shall be conditioned upon the acceptance by the Parties of the terms thereof.

20. Finally, PELCO II would like to emphasize that should a PA be issued and accepted by the Parties, and the PSA is provisionally implemented, Section 3 of the PSA will accordingly be amended to the effect that the PSA becomes effective already between the Parties. Consequently, the Terms of the PSA will be deemed amended to the effect that the thirty (30) days term shall start from the first day of delivery of power by FGHPC to PELCO II under the PA.

### **PRAYER**

**WHEREFORE**, premises considered, applicants Pampanga II Electric Cooperative, Inc. (PELCO II) and First Gen Hydro Power Corporation (FGHPC) respectfully pray of this Honorable Commission the following;

- a. Immediately issue a Provisional Authority (PA), authorizing FGHPC and PELCO II to implement the PSA, including the rates;
- b. Treat the documents duly marked as **Annexes "BB", "CC", "DD" and "DD-1"** as confidential; and
- c. After due notice and hearing and consideration, the Provisional Authority be made permanent.

Other reliefs, just and equitable, are likewise prayed for.

Cainta, Rizal for Pasig City, July 24, 2017.

Pasig City for Pasig City, July 24, 2017.

**PAMPANGA II ELECTRIC COOPERATIVE, INC. (PELCO II)**  
**San Roque Guagua, Pampanga**

**And**

**First Gen Hydro Power Corporation (FGHPC)**  
**6<sup>th</sup> Floor, Rockwell Business Center Tower 3, Ortigas Avenue,**  
**Pasig City**  
***Applicants***

**By:**



**ARNIDO O. INUMERABLE**

Counsel for PELCO II

405 Elisa Street, U.E. Village, Cainta, Rizal 1900

PTR No. 4022915, 1-27-17, Q.C.

IBP No. 1068164, 1-27-17, Q.C.

Roll of Attorneys No. 28764

MCLE Compliance No. V-0007400, 4-23-15

**QUIASON MAKALINTAL BAROT  
TORRES IBARRA SISON & DAMASO**

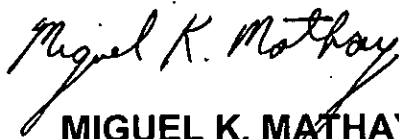
*Counsel for Applicant*

21<sup>st</sup> Floor, Robinsons-Equitable Tower  
4 ADB Avenue corner Poveda Street  
1605 Ortigas Center, Pasig City  
Tel. No.: (632) 631-09-81 to 85

By:

**MANUEL L.M. TORRES**

ROLL OF ATTORNEYS NO. 25410  
MCLE COMPLIANCE NO. V-0013987; 4/14/19  
PTR NO. 2516358; 1/5/2017  
PASIG CITY  
IBP NO. 1055297; 1/3/2017  
QUEZON CITY



**MIGUEL K. MATHAY**

ROLL OF ATTORNEYS NO. 43982  
MCLE COMPLIANCE NO. V-0016470; 4/14/19  
PTR NO. 2514727; 1/4/2017  
PASIG CITY  
IBP NO. 1055298; 1/3/2017  
RSM

In The Province of Pampanga)  
Municipality of Guagua ) S.S.

## VERIFICATION/CERTIFICATION

I, **AMADOR T. GUEVARRA**, of legal age, Filipino, married and with office address located at San Roque, Guagua, Pampanga, after having been sworn to in accordance with law, hereby depose and states:

1. That I am the General Manager of Pampanga II Electric Cooperative, Inc. (PELCO II);
2. That I have caused the preparation and filing of this Joint Application for Approval of the Power Supply Agreement (PSA) Between Pampanga II Electric Cooperative, Inc. and First Gen Hydro Power Corporation (FGHPC) with respect only to portion pertaining wholly to PELCO II;
3. That I have read and know the contents of the aforesaid Joint Application pertaining to PELCO II as true and correct to the best of my knowledge;
4. That I hereby certify that I have not theretofore commenced by any other action or proceeding involving the same in the Supreme Court, the Court of Appeals or any other tribunal or agency;
5. That to the best of my knowledge, no such action or proceeding is pending in the Supreme Court, the Court of Appeals or any other tribunal or agency;
6. That if there is such action or proceedings which is either pending or may have been terminated, I must state the status thereof, and;
7. That should I thereafter learn that a similar action or proceeding has been filed or pending before the Supreme Court, the Court of Appeals or any other tribunal or agency, I will undertake to report that fact within five (5) days therefrom to the Court or agency wherein the original pleading has been filed.

  
**AMADOR T. GUEVARRA**  
Affiant

SUBSCRIBED AND SWORN to before me this <sup>26th</sup> July 2017 in Guagua, Pampanga, Philippines, affiant exhibited to me his Driver's License No. C-02-05-087292 issued at Guagua, Pampanga on March 9, 2017 and PELCO II ID No. 0426 as competent evidence of his identity.

*Ricardo M. Sampang*

RICARDO M. SAMPANG

Notary Public

Until December 31, 2018

PTR O/R No. 5966044 -01-20-2017

PTO - Pamp.

Doc. No. 491 :

Page No. 100 :

Book No. IX :

Series of 2017.

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


I, **DENNIS P. GONZALES**, of legal age, Filipino, under oath, hereby depose and state: That -

1. I am the Vice President of First Gen Hydro Power Corporation, one of the Applicants in the above-captioned case;
2. I have been duly authorized by First Gen Hydro Power Corporation to cause the preparation of the foregoing Application;
3. I have read the same and all the allegations contained therein are true, correct and of my own knowledge and/or based on authentic records of First Gen Hydro Power Corporation;
4. First Gen Hydro Power Corporation has not commenced any action or proceeding involving the same issues before this Honorable Court, the Court of Appeals or any of its divisions, the Supreme Court or any of its divisions, or any other tribunal or agency, and to the best of my knowledge, no similar action or proceeding involving the same issue/s has been filed or is pending before any other court, tribunal or agency; and should First Gen Hydro Power Corporation thereafter learn that a similar action or proceeding has been filed or is pending before the Supreme Court or any of its divisions, the Court of Appeals or different divisions thereof, or any other tribunal or agency, I undertake to promptly inform this Honorable Commission, as well as such other courts, tribunals or agency, of such fact within five (5) days therefrom.

  
**DENNIS P. GONZALES**

SUBSCRIBED AND SWORN to before me this \_\_\_\_ day of 25 JUL 2017  
2017 at PASIG CITY, affiant who is personally known to me, exhibiting to  
me his Passport No. EB9889969 issued Dec 27/13, expires on Dec 26/18 as competent  
evidence of identity.

Doc. No. 385 ;  
Page No. 78 ;  
Book No. IV ;  
Series of 2017.

  
**GIANNA MARIA C. COMSTI**  
NOTARY PUBLIC  
FOR AND IN THE CITY OF PASIG, TAGUIG AND  
SAN JUAN AND IN THE MUNICIPALITY OF PATEROS  
UNTIL DECEMBER 31, 2017  
PTR NO. 2542648, 1/9/2017; PASIG CITY  
IBP NO. 1057009; 1/3/2017; RSM  
MCLE COMPLIANCE NO. V-0011903; 4/14/19  
ROLL NO. 850711; APPOINTMENT NO. 25 (2016-2017)  
21/F Robinsons-Equitable Tower, 4 ADB Ave. cor. Poveda St.  
1805 Ortigas Center, Pasig City