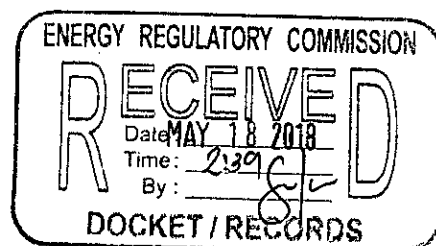


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ORIGINAL

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

**IN THE MATTER OF THE
APPLICATION FOR APPROVAL
OF THE NON-FIRM ENERGY
SUPPLY AGREEMENT
BETWEEN DAVAO LIGHT AND
POWER COMPANY, INC. AND
WESTERN MINDANAO POWER
CORPORATION, WITH PRAYER
FOR PROVISIONAL
AUTHORITY**

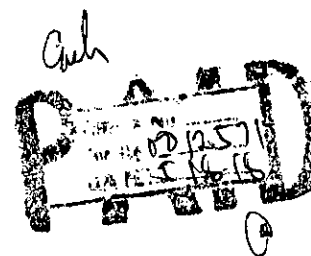


ERC CASE NO.2018 - 046 RC

**DAVAO LIGHT AND POWER
COMPANY, INC. AND
WESTERN MINDANAO POWER
CORPORATION**

Applicants.

X-----X



**JOINT APPLICATION FOR APPROVAL OF
NON-FIRM ENERGY SUPPLY AGREEMENT**

Applicants **DAVAO LIGHT AND POWER COMPANY, INC.**
("DLPC") and **WESTERN MINDANAO POWER CORPORATION**
("WMPC"), by their respective counsel, respectfully state:

Applicants

1. DLPC is a domestic corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with office address at C. Bangoy Sr. St., Davao City. It is a grantee of a legislative franchise under Republic Act No. 8960 to maintain and operate an electric light and power system for the purpose of distributing electric light, heat and power for sale, in Davao City and Panabo City, and the Municipalities of Carmen, Sto. Tomas and Braulio Dujali, Province of Davao del Norte.

2. WMPC is a generation company duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal office address at 4th Floor, Alphaland

Southgate Tower, 2258 Pasong Tamo Extension corner EDSA, Makati City.

3. Applicants may be served with notices, orders and other processes of the Honorable Commission through their respective undersigned counsel.

Nature of the Joint Application

4. Section 45(b) of Republic Act No. 9136, or the Electric Power Industry Reform Act of 2001, provides that the distribution utilities may enter into bilateral power supply contracts subject to review by the Honorable Commission. In connection with this, ERC Resolution No. 2, Series of 2015 provides that the distribution utilities and generation companies jointly file with the Honorable Commission their respective power supply agreements.

Statement of Facts

5. Among the declared State policies of Republic Act No. 9136 or the Electric Power Industry Reform Act of 2008 ("EPIRA") as enumerated in Section 2 thereof, is ensuring the quality, reliability, security and affordability of the supply of electric power. DLPC shares in the realization of this State policy.

6. As part of its thrust to provide a more resilient sourcing of the power needs of its customers, DLPC deemed it prudent to have an alternative source of power from suppliers that are willing and capable of supplying power to DLPC on an as-needed, or non-firm, basis.

7. Thus, DLPC sought competitive offers for the non-firm supply of up to 60 MW of capacity from prospective suppliers. After the second round of the competitive selection process, two winning bidders emerged, and DLPC awarded and signed two non-firm supply contracts with the winning bidders, one of which is WMPC.

8. Thus, this instant Joint Application for the approval of the non-firm Energy Supply Agreement ("ESA") between WMPC and DLPC.

Overview of the 100 MW¹ WMPC Power Station

9. **The Generation Facilities.** WMPC shall supply power under the ESA from its 100 MW bunker C-fired diesel power generating plant located in Barangay Sangali, Zamboanga City (the "Power Station").

A description of the technical and economic characteristics of the Power Station is attached hereto as **Annex "A"**.

10. The specific fuel oil consumption ("SFOC") rate of the Power Station shall not be greater than 0.2464 kg/kWh at site condition of 32 deg. C ambient temperature. The SFOC is based on a bunker C fuel oil density of 0.9855 kilogram/liter.

A copy of a certification on the Power Station's SFOC rate is attached hereto as **Annex "B"**.

11. **Project Cost and Operating Expenses.** A summary of the costs of the project is attached hereto as **Annex "C"**. A detailed breakdown of the projected operating and maintenance expenses is attached hereto as **Annex "D."**

12. **Debt Equity Ratio.** The project was funded through loans and equity, with a debt equity ratio of 62:38.

13. **Computation of Weighted Average Cost of Capital ("WACC"), Annual Interest.** The nominal pre-tax WACC of the project is 13.49%. WMPC's interest cost is 7% p.a.

A copy of the computation of the WACC is attached hereto as **Annex "E."** A copy of the indicative term sheet reflecting the interest rate is attached hereto as **Annex "F."**

14. **Fuel Supply.** In order to ensure the supply of fuel for the operations of the WMPC Power Station, WMPC solicited offers from reputable suppliers in the area, and has contracted with the supplier which offered the best terms.

A discussion of the fuel procurement process and a copy of the fuel supply agreement are attached hereto as **Annexes "G" and "H,"** respectively.

15. **Environmental Compliance Certificate ("ECC").** The Department of Environment and Natural Resources has issued the necessary ECC covering the Power Station.

¹ Net dependable capacity

A copy of the ECC is attached hereto as **Annex "I."**

16. **DOE Accreditation.** The Department of Energy has issued the necessary endorsement showing that the Power Station is a Block Power Production Facility under the Implementing Rules and Regulations of Executive Order No. 215.

A copy of the said accreditation is attached hereto as **Annex "J."**

17. **Certificate of Compliance.** This Honorable Commission has issued the necessary Certificate of Compliance for the Power Station.

A copy of the said certification is attached hereto as **Annex "K"**.

Salient Terms and Conditions of the ESA

18. **Contract Period.** The ESA provides for a Contract Period of three (3) years from Operations Effective Date as defined in the ESA. The ESA also stipulates that any time during the Contract Period, the Parties may enter into good faith negotiations to extend the Contract Period under the same terms and conditions of the ESA.

19. **Maximum Contract Demand and Supply of Energy.** The Maximum Contract Demand refers to the maximum quantity (in kilowatts) that DLPC may nominate and draw per Interval as defined in the ESA. Beginning on Operations Effective Date, WMPC shall deliver, on an as-available basis and as-needed by DLPC, the quantities nominated by DLPC up to 60,000 kW (whether from the capacity of the power plants owned or operated by WMPC, any of its Affiliates or any third – party supplier) to DLPC at the Delivery Point.

20. **Adjustments to Maximum Contract Demand.** At any time during the Contract Period, DLPC may send a written request to increase the maximum Contract Demand no later than sixty (60) Days prior to the date of effectivity of such proposed increase, which shall be without prejudice to the right of WMPC to waive the sixty (60) Day notice period. WMPC, may, at its sole option, approve the request to increase the Maximum Contract Demand, and the energy quantities attributable to the additional Maximum Contract Demand shall be paid for by DLPC at the Contract Price. DLPC may also request an adjustment to the Maximum Contract Demand in respect of a particular Billing Period by delivery of written notice thereof at least (30) Days before the date on which such adjustment is proposed to take effect, which shall be without prejudice to the right WMPC to waive the thirty (30) Day notice period, setting out the reasons therefore and providing

all documents necessary to support the request. Any such request shall be subject to approval by WMPC in its sole discretion (which approval shall not be unreasonably withheld), and the energy quantities attributable to the additional Maximum Contract Demand shall be paid for by DLPC at the Contract Price.

21. **Monthly Payments.** WMPC shall deliver to DLPC a Billing Statement setting out the Electricity Fees due on account of Contract Energy delivered during each Billing Period on or before the seventh (7th) Day of the Payment Month. If WMPC sourced any capacity and/or energy from another supplier during any particular Billing period, the Billing Statement(s) shall (a) set out the quantities of capacity and/or energy sourced from such other suppliers and the amount due thereon, (b) identify the account or accounts to which amounts payable to it may be paid, (c) identify value-added taxes due on all capacity and/or energy sourced and delivered, if any, and (d) have attached thereto copies of invoices, statements, or other acceptable substitutes issued by the relevant supplier in respect of any capacity and/or energy sourced and delivered by such supplier.

22. **Penalties.** If DLPC fails to pay the Electricity Fee or any other amounts payable by it under the ESA in full on the due date, it shall pay a penalty of one percent (1%) per month (a fraction of a month to be considered one month) based on the amount due, from the date when such payment is due until the date such amount is received in full by WMPC. In the event that any charges due from WMPC are not credited or paid in accordance with Section 8.1.1 of the ESA, WMPC shall be liable to pay interest one percent (1%) per month (a fraction of a month to be considered one month) based on the unpaid charges, from the date when such amount is due until the date it is received in full by DLPC.

23. **Taxes, Fees and Costs.** Save as otherwise provided in the ESA, each party shall be liable for such taxes, fees, costs and expenses that each may incur on account of the performance of its obligations hereunder, including legal and professional fees, if any. DLPC shall be liable for payment of the Universal Charge, it being understood that the imposition of the Universal Charge pursuant to the provisions of EPIRA shall not be an event of Force Majeure.

24. **Electricity Fees.** Electricity Fees refers to the amount of charges due from DLPC in respect of all energy supplied during a Billing Period, computed in accordance with Schedule 7.2 of the ESA. Schedule 7.2 of the ESA is provided below. The term "Customer" refers to DLPC while "Supplier" refers to WMPC.

Schedule 7.2 Rates Schedule

a. Electricity Fees

The Electricity Fees are exclusive of applicable Value Added Tax ("VAT"), which shall be for the account of Customer and shall be reflected in the Invoice to be issued to Customer. For the avoidance of doubt, the value-added tax that shall be remitted by Customer to supplier is the amount as actually collected by Customer from its customers.

PAYMENTS TO THE SELLER

The Buyer shall make the following payments to the Seller in accordance with the provisions of this Agreement:

I. Monthly Payments

The Monthly Payments shall be paid to the Seller on a monthly basis in accordance with the following formula:

$$\text{Monthly Payments} = \text{CRF} + \text{FOMF} + \text{VOMF} + \text{AFC} + \text{SC} + \text{Taxes}$$

Where:

CRF = Capital Recovery Fees

FOMF = Fixed Operation and Maintenance Fee

VOMF = Variable Operation and Maintenance Fee

AFC = Actual Fuel Cost

SC = Start – Up Costs

Taxes = Value – Added Tax, other applicable taxes and government impositions, if any

1.1. Capital Recovery Fee (CRF)

CRF shall be computed as follows:

$$\text{CRF} = \text{CRFR} \times \text{ED}$$

Where:

CRF = Capital Recovery Fee, in Pesos

$$\text{CRFR} = \frac{\text{PHP}250.18}{\text{UF}} / \text{no. of hours in the billing month}$$

UF = Utilization Factor of 0.41 based on the 2016 plant's utilization, in %

ED = Total kWh delivered during the Billing Month

1.2. Fixed Operation & Maintenance Fee (FOMF)

The Fixed Operation & Maintenance Fee (FOMF) covers the operating and maintenance costs of the W MPC Power Station. It shall be computed according to the following formula:

$$FOMF = \left[FOMR \times \left(\left(0.58 \times \frac{CPI_n}{CPI_o} \right) + \left(0.02 \times \frac{WPC_n}{WPC_o} \right) \right) + \left(0.40 \times \frac{EU_n}{EU_o} \times \frac{FPPI_n}{FPPI_o} \right) \right] \times ED$$

Where:

FOMF = Fixed O&M Fee, in Pesos

FOMR = $\frac{\text{PHP } 219.00}{UF}$ / total no. of hours in the billing month

UF = Utilization Factor of 0.41 based on the 2016 plant's utilization, in %

ED = kWh delivered during the Billing Month

CPI_n = Consumer Price Index for Metropolitan Manila Area (National Capital Region), all items published by NEDA/NSO for the period of price determination

CPI_o = Consumer Price Index for Metropolitan Manila Area (National Capital Region), all items published by NEDA/NSO for December 31, 2013 at 128.6

WPC_n = Wholesale Price Index for Mineral Fuels, Lubricants and Related Materials for the Philippines as published by NEDA/NSO for the period of price determination

WPC_o = Wholesale Price Index for Mineral Fuels, Lubricants and Related Materials for the Philippines as published by NEDA/NSO as of December 31, 2013 at 672.9

EU_n = Euro – Peso Exchange Rate for the period of price determination as published by Bangko Sentral ng Pilipinas

EU_o = Euro – Peso Exchange Rate as of December 31, 2013 as published by Bangko Sentral ng Pilipinas at 60.56

FPPI_n = Finland Producers' Price Index for Manufacturing for the period price determination as published in the International Financial Statistics of IMF

FPPI_o = Finland Producers' Price Index for Manufacturing as of December 31, 2013 as published in the International Financial Statistics of IMF at 105.7

1.3. Variable Operation & Maintenance Fee (VOMF)

The Variable Operation and Maintenance Fee (VOMF) covers the cost of the use of, among other items, chemicals, lubricants and spare parts, that are directly related to the generation of the WMPC Power Station. It shall be computed according to the following formula:

$$VOMF = \left\{ VOMFR \times \left[\left(0.10 \times \frac{CPI_n}{CPI_o} \right) + \left(0.30 \times \frac{EU_n}{EU_o} \times \frac{FPPI_n}{FPPI_o} \right) + \left(0.60 \times \frac{WPC_n}{WPC_o} \right) \right] \right\} \times ED$$

Where:

VOMF = Variable O&M Fee, in Pesos

VOMFR = Variable O&M Fee Rate of Php 0.18/kWh

ED = kWh delivered during the Billing Month

CPI_n = Consumer Price Index for Metropolitan Manila Area (National Capital Region), all items published by NEDA/NSO for the period of price determination

CPI_o = Consumer Price Index for Metropolitan Manila Area (National Capital Region), all items published by NEDA/NSO for December 31, 2013 at 128.6

WPC_n = Wholesale Price Index for Mineral Fuels, Lubricants and Related Materials for the Philippines as published by NEDA/NSO for the period of price determination

WPC_o = Wholesale Price Index for Mineral Fuels, Lubricants and Related Materials for the Philippines as published by NEDA/NSO as of December 31, 2013 at 672.9

EU_n = Euro – Peso Exchange Rate for the period of price determination as published by Bangko Sentral ng Pilipinas

EU_o = Euro – Peso Exchange Rate as of December 31, 2013 as published by Bangko Sentral ng Pilipinas at 60.56

FPPI_n = Finland Producers' Price Index for Manufacturing for the period of price determination as published in the International Financial Statistics of IMF

FPPI_o = Finland Producers' Price Index for Manufacturing as of December 31, 2013 as published in the International Financial Statistics of IMF at 105.7

1.4. Actual Fuel Cost (AFC)

The Actual Fuel Cost (AFC) is the fee paid to the Seller as payment for the procurement and delivery of the fuel oil (Diesel) used in the operation of the WMPC Power Station. The Actual Fuel Cost shall be computed as follows:

$$AFC = FC \times EC \times ED$$

Where:

AFC = Actual Fuel Cost, in Pesos

FC = Fuel Cost, The average MOPS of Bunker C Fuel Oil/Heavy Fuel Oil (HFO) deliveries during the period of price determination in Peso/liter

EC = Efficiency Cap; $\frac{0.2464 \text{ kg/kwh}}{0.9855 \text{ kg/liter}}$

ED = kWh delivered during the Billing Month

1.5. Start-Up Costs (SC)

The Buyer, on a pro rata basis of the capacity of the WMPC Power Station allocated to the Buyer, shall pay the Seller Start – Up Costs for the cost of starting up the WMPC Power Station after a period of shutdown due to any reason attributable to all the buyers of the Seller. The Start-Up Costs shall be computed based on the prevailing price of diesel fuel at the time of the Start Up and paid in accordance with the following:

SC = (No. of Cold Start ups x 600 liters x price of Diesel per liter) + (No. of Warm Start ups x 300 liters x price of Diesel per liter)

| Type of Start – Up | Liters of Diesel Fuel |
|--|-----------------------|
| Cold Start – up (more than 10 hours of shutdown) | 600 |
| Warm Start – up (less than 10 hours of shutdown) | 300 |

1.6. Value Added Tax

The relative Value Added Taxes (“VAT”) of the above fee payments 12% shall be computed as follows:

$$VAT = (CRF + FOMF + VOMF + AFC + SC) \times 0.12$$

For reference, a sample computation of the monthly payment is contained in Schedule 7.2 of the ESA.

25. **Basis for PSA Tariff.** An explanation on the derivation and basis for the tariff under the PSA (“Tariff Explanation”), and its attached supporting financial models (collectively, “Financial Models”) are attached as **Annex “L”** hereof. As discussed hereunder, the Tariff

Explanation and the Financial Models are subject of a motion for confidential treatment.

26. **Rate Implication.** An analysis was conducted to determine the impact of the implementation of the ESA on DLPC's generation costs, a copy of which is attached as **Annex "M"** hereof. The following table shows the indicative rate impact:

| Estimated Generation Charge* (Year 2018, PhP/kWh) | | |
|--|------------------|---------------|
| Without WMPC | With WMPC | Impact |
| 5.1681 | 5.2759 | 0.1078 |

* Assumptions:

- WMPC is projected to enter in August 2018
- Power Cost used is based on ERC approved rate per supplier
- WMPC will cater the forecasted demand growth and shortfall of PSALM in 2018 and thereafter

27. The following documents are attached as annexes hereof, to support the instant application:

| Annex | Document |
|--------------|--|
| N | DLPC's Articles of Incorporation (AOI) |
| O | DLPC's By-Laws |
| P and P-1 | DLPC's General Information Sheet (GIS) and Ownership Structure Map |
| Q | Articles of Incorporation and By-Laws of WMPC |
| R | Securities and Exchange Commission Certificate of Registration of WMPC |
| S | General Information Sheet of WMPC |
| T | WMPC's Audited Financial Statements |
| U | Diagram showing WMPC's affiliates and/or subsidiaries |
| V | DLPC's Demand Side Management Programs |
| W | PSALM Certification |
| X | DLPC's Supply and Demand Scenario and Average Daily Load Curves |
| Y | DLPC's Distribution Development Plan Summaries |
| Z and Z-1 | Invitations to Submit Proposal for the Supply of Power and Bidding Terms of Reference, published on 4 March 2017 and 17 March 2017 |

| Annex | Document |
|--------------|---|
| AA to AA-4 | Letter proposals from bidders |
| BB and BB-1 | DLPC BAC Evaluation Reports dated 15 March 2017 and 29 March 2017 |
| CC | DLPC Board Resolution confirming BAC Evaluation Report |
| DD | DLPC Notice of Award to WMPC dated 3 April 2018 |
| EE and FF | Matrix of Competitive Selection Process |
| GG | Certification of the Conduct of CSP |
| HH | Energy Supply Agreement |
| II | DLPC's Transmission Service Agreement |
| JJ | Write-up on Other Documentary Requirements |
| KK | Judicial Affidavit of Mr. Mark A. Valencia |

MOTION FOR CONFIDENTIAL TREATMENT OF INFORMATION

28. As mentioned above, the Tariff Explanation and Financial Models attached as **Annex "L"** is hereby submitted under a motion to treat information confidential ("Motion").

29. The Tariff Explanation and Financial Models disclose the basis for the tariff under the PSA. They include all the formulas and calculations as well as the assumptions and values considered therein.

30. In accordance with Section 1, Rule 4 of this Honorable Commission's Rules of Practice and Procedure ("ERC Rules"), Applicant WMPC respectfully moves that the Tariff Explanation and Financial Models be treated as confidential information for the following reasons:

30.1. The Tariff Explanation and Financial Models qualify as a "trade secret" as contemplated under existing jurisprudence.

30.2. In the case *Air Philippines Corporation vs. Pennswell Inc.*,² 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

² G. R. No. 172835, 13 December 2007.

secret may consist of any formula, pattern, device, or compilation of information that (1) is used in one's business; and (2) gives the employer an opportunity to obtain advantage over competitors who do not possess the information. Generally, a trade secret is a process or device intended for continuous operation of the business, for example, a machine or formula, but can be a price list or catalogue or specialized customer list. It is indubitable that trade secrets constitute proprietary rights."

31. Also, the Tariff Explanation and Financial Models were prepared and developed for the exclusive use of WMPC, and are designed for the specific use of the company in its power generation business. Consequently, should the Tariff Explanation and Financial Models be disclosed to the public, they could easily be copied or used by WMPC's competitors or other entities engaged in the power business for their own benefit, and to the prejudice of WMPC. Thus, the commercial value of the said explanation and model will be diminished significantly.

32. Given the foregoing, the Tariff Explanation and Financial Models qualify as "confidential information" as defined under Section 2, Rule 4 of the ERC Rules.

33. In accordance with Section 1 (b), Rule 4 of the ERC Rules, electronic copies of the Tariff Explanation and Financial Models are contained in one compact disc and submitted in a sealed envelope marked with the word "Confidential."

34. Further, all parties furnished copies of the present Application are not furnished copies of the documents subject the present motion.

35. In accordance with Sections 3 and 4, Rule 4 of the ERC Rules, Applicant WMPC reserves the right to use the tariff explanation and the financial model and its contents as evidence, and respectfully moves for the issuance of a Protective Order.

ALLEGATIONS IN SUPPORT OF THE PRAYER FOR PROVISIONAL AUTHORITY

36. As earlier intimated, the non-firm ESA is a mode proposed by DLPC to provide a more resilient sourcing of the power needs of its customers.

37. In the event that there is a sudden need for DLPC to source power for its customers for reasons such as short term demand growth or temporary unavailability of supply from other suppliers to meet demand, DLPC may call on the non-firm supply from WMPC under the ESA.

38. The grant of a provisional authority will allow DLPC to immediately draw power under the ESA when needed by DLPC's customers. Thus, the immediate approval of the ESA will ultimately redound to the benefit of DLPC's customers in terms of continuous, reliable, efficient and affordable power supply. Attached as **Annex "KK"** hereof is the Judicial Affidavit of Mr. Mark A. Valencia in support of the motion for provisional approval.

PRAYER

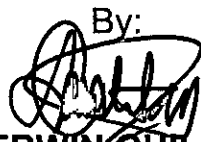
WHEREFORE, in view of all the foregoing, it is most respectfully prayed that this Honorable Commission:

1. ISSUE an Order declaring the Tariff Explanation and the Financial Models attached hereto as **Annex "L"** as confidential information within the purview of Rule 4 of the ERC Rules, as well as directing that the same be treated with confidentiality and be protected from public disclosure;
2. ISSUE the corresponding Protective Order in accordance with Section 2 and 4 of the said Rule 4;
3. Pending trial on the merits, PROVISIONALLY APPROVE, the PSA, including all the rates, fees and charges set out therein; and
4. After trial on the merits, APPROVE with FINALITY the PSA, including all the rates, fees and charges set out therein.

Other reliefs just and equitable are likewise prayed for.

Pasig City and Taguig City for Pasig City, 12 April 2018.

DAVAO LIGHT AND POWER COMPANY, INC.

By:


SHERWIN QUILATAN

PTR No. 018323C / March 7, 2018 / Davao City
IBP Number Pending Issuance of Original
Receipt (March 7, 2018 / Davao City)
MCLE Compliance No. V-0021430
Roll No. 438480

Davao Light and Power Company, Inc.
C. Bangoy Sr., St., Davao City
(082) 2293553

WESTERN MINDANAO POWER CORPORATION

LACHICA AND ASSOCIATES

Suite 2304-B, West Tower
Philippine Stock Exchange Centre
Exchange Road, Ortigas Center
Pasig City
Tel. No.: (632) 654.9370
E-mail: contact@lachicaandassociates.com

By:



SUNDY LORENCE C. LACHICA

PTR No. 3860075; 1/5/18; Pasig City
IBP No. 024235; 1/4/18; Makati City
MCLE Compliance No. V-0011254; 10/20/15
Roll No. 51017



ABIGAIL T. MADANLO

PTR No. 3860076; 1/5/18; Pasig City
IBP No. 024234; 1/4/18; Davao City
MCLE Compliance No. V-0003240; 08/12/12
Roll No. 60026

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

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

I, **MARK A. VALENCIA**, of legal age, Filipino, with office address at C. Bangoy Sr. St., Davao City, Philippines, after having been duly sworn in accordance with law, hereby depose and state that:

1. I am an authorized representative of Davao Light and Power Company, Inc. (DLPC), co-applicant in this Joint Application, as shown in the attached Secretary's Certificate (**Annex "LL"**).

2. I have been authorized to cause, as I have hereby caused, the preparation and filing of the Joint Application on the part of DLPC. I have read the Joint Application and, based on my personal knowledge and belief and on authentic records, the allegations contained in the Joint Application on the part of DLPC are true and correct;

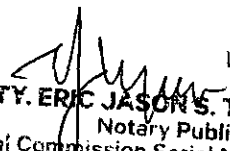
3. DLPC has not commenced any other action or proceeding involving the same issue/s with the Supreme Court, the Court of Appeals or any other tribunal or agency. To the best of my knowledge, no such action or proceeding involving the same issue/s is pending with the Supreme Court, the Court of Appeals or any other tribunal or agency, and if I should hereafter learn that a similar action or proceeding has been filed or is pending with the Supreme Court, the Court of Appeals or any other tribunal or agency, I undertake to report such fact within five (5) days therefrom to this Honorable Commission.

IN WITNESS WHEREOF, I have hereunto affixed my signature this APR 12 2018, in Davao City Philippines.


MARK A. VALENCIA
Affiant

SUBSCRIBED AND SWORN to before me this APR 12 2018 in Davao City, Philippines, affiant exhibiting to me his Driver's License with No. K02-90-043947 issued by LTO Davao City and valid until March 23, 2022.

Doc. No. 324 ;
Page No. 66 ;
Book No. x ;
Series of 2018.


ATTY. ERIC JASON S. TEJERO, CPA
Notary Public
Notarial Commission Serial No. 2018-159-2019
Commission Expires on December 31, 2019
Roll of Attorneys No. 60271
IBP No. 30552 • 01/10/2018
PTR No. 9609809 • 01/05/2018
TIN No. 927-546-754-000
NE Mercado Bldg. corner Sanguawa, Matina

REPUBLIC OF THE PHILIPPINES)
CITY OF PASIG, SAN JUAN & PATEROS S.S.

VERIFICATION AND CERTIFICATION OF NON-FORUM SHOPPING

I, **Joseph C. Nocos**, of legal age and with office address at 4th Floor, Alphaland Southgate Tower, EDSA corner 2258 Don Chino Roces Avenue Extension, Makati City, after having been sworn in accordance with law, hereby depose and state:

1. I am the duly authorized representative of Western Mindanao Power Corporation ("WMPC"). Attached hereto is proof of such authority.

2. Pursuant to and by virtue of such authority, I caused the preparation of the foregoing Application. I have read its contents and the allegations therein pertaining to WMPC are true and correct, and of my personal knowledge or based on authentic documents.

3. I hereby certify that WMPC has not commenced any action or filed any claim involving the same issues in any court, tribunal or quasi-judicial agency, and, to the best of my knowledge, no such other action or claim is pending therein. Should I thereafter learn that the same or a similar action or claim has been filed or is pending, I shall report such fact to this Honorable Commission within five (5) days therefrom.

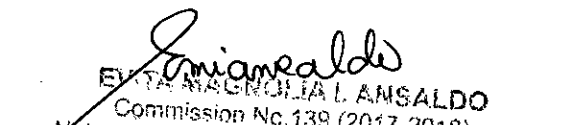
IN WITNESS WHEREOF, I have set my hand this 13 day of APR 2018.


Joseph C. Nocos

APR 13 2018

SUBSCRIBED AND SWORN to before me this 13 day of APR 2018 in the City of PASIG, SAN JUAN & PATEROS affiant exhibiting to me his Philippine Passport No. P0926168A issued at Manila, Philippines on 16 November 2016.

Doc. No. 422 ;
Page No. 109 ;
Book No. 2 ;
Series of 2018.


EMYTA MAGNOLIA L. ANSALDO
Commission No. 139 (2017-2018)
Notary Public for Pasig, San Juan & Pateros
Until December 31 2018
Unit 1905-A West Tower Philippine Stock Exchange
Origas Pasig City
PTR No. 3868915/1-4-2018/Pasig City
IBF No. 02081/1-3-2016/Oriental Mindoro
Roll of Attorney No. 61215
MCLE Compliance No. V-0012715/1-5-2016