

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

IN THE MATTER OF THE
APPLICATION FOR THE
APPROVAL OF THE POWER
SUPPLY AGREEMENT
BETWEEN MASINLOC POWER
CO. LTD. (MPCL) AND
MOUNTAIN PROVINCE
ELECTRIC COOPERATIVE, INC.
(MOPRECO), WITH PRAYER FOR
PROVISIONAL AUTHORITY OR
INTERIM RELIEF AND MOTION
FOR CONFIDENTIAL
TREATMENT OF INFORMATION

ERC CASE NO. 2025-[102 RC](#)

[July 07, 2025](#)

MASINLOC POWER CO. LTD.
(MPCL) AND MOUNTAIN
PROVINCE ELECTRIC
COOPERATIVE, INC.
(MOPRECO)

Applicants.

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**AMENDED JOINT APPLICATION FOR APPROVAL
OF POWER SUPPLY AGREEMENT**

*(with prayer for the Issuance of Provisional Authority and/or Interim
Relief and Motion for Confidential Treatment of Information)*

Applicants **MOUNTAIN PROVINCE ELECTRIC
COOPERATIVE, INC. (MOPRECO)** and **MASINLOC POWER CO.
LTD. (MPCL)** (collectively, the "Applicants") by and through their
respective Counsels, and unto this Honorable Commission, most
respectfully state that:

1. Applicant **MOPRECO** is an electric cooperative duly organized and registered by virtue of P.D. No. 269, as amended, with principal office address at Pospos, Caluttit, Bontoc, Kalinga. It is the exclusive franchise holder of a Certificate of Franchise issued by the National Electrification Administration (“NEA”) to operate electric light and power services in the Municipalities of Barlig, Bauko, Besao, Bontoc, Natonin, Paracelis, Sabangan, Sadanga, Sagada and Tadian all in the province of Mountain Province (the “Franchise Area”) and is authorized to charge all its customers for their electricity consumption at the rates approved by the Honorable Commission. It shall also be referred to herein as the “Buyer”.

2. Applicant **MPCL** is a limited partnership duly organized and existing under the laws of the Republic of the Philippines, with principal office address at Masinloc Coal-Fired Thermal Power Plant, Barangay Bani, Masinloc, Zambales. It shall also be referred to herein as the “Seller”. Applicant MPCL is the owner of the 1 x 343.995 MW (Unit 1), 1 x 343.995 MW (Unit 2) and 1 x 351.750 MW (Unit 3) coal-fired power plants, comprising the Masinloc Power Plant, (the “Plant”) located in Barangay Bani, Masinloc, Zambales.

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

STATEMENT OF FACTS

4. Section 23 of the Electric Power Industry Reform Act of 2001 (EPIRA) mandates that a distribution utility has the obligation to supply electricity in the least cost manner to its captive market, subject to collection of retail rate duly approved by this Honorable Commission. In relation to this, Section 45 (b) of the EPIRA expressly allows distribution utilities to enter into bilateral power supply contracts subject to the review of this Honorable Commission. The same are consistent with the State’s policy to ensure the quality, reliability, security, and affordability of the supply of electric power.

Brief Description of the CSP Conducted

5. The Department of Energy’s DC2023-06-0021 is the prevailing policy on the conduct of a Competitive Selection Process (“CSP”) for the procurement of an Electric Cooperative’s (“ECs”) power supply for its captive market. Section 5.2 of DOE DC2023-06-0021 allows ECs that are unable to undertake a CSP to request assistance

from the National Electrification Administration (“NEA”). Meanwhile, Section 5.4 of the same circular states that if an EC fails to complete the CSP at least one (1) year before the scheduled date indicated in its Power Supply Procurement Plan, the NEA shall undertake or continue the CSP on behalf of the EC. Sections 5.2 and 5.4 of DOE DC2023-06-0021 read:

“SECTION 5.2 ECs with limited capability to undertake CSP may request the NEA to provide the necessary assistance and resources to conduct the same, including, but not limited to, the mobilization of competent manpower of the NEA and other ECs, and if necessary, the involvement of NPC and National Transmission Corporation (TransCo) in Off-Grid Areas, which shall be at no expense to the EC.

SECTION 5.4 The NEA shall advise all ECs to conduct their CSP not later than two (2) years before the scheduled date indicated in their respective PSPPs.

In case an EC is unable to complete the CSP one (1) year before said scheduled date as indicated in its PSPP, the NEA shall undertake or continue the CSP on behalf of the EC. For this purpose, the NEA can mobilize its own manpower complement and structure, the manpower of the EC itself, as well as those of other ECs to undertake the CSP process, as necessary.”

6. NEA Memorandum No. 2023-057 was issued by the NEA pursuant to DOE DC2023-06-0021 and in support of the Honorable Commission’s Resolution No. 16, Series of 2023, specifically as it applies to the conduct of the CSPs for ECs.

7. Article 13.1 of NEA Memorandum No. 2023-057, consistent with Section 5.4 of the DOE DC2023-06-0021, provides that if an EC requests assistance from the NEA or fails to complete the CSP at least one (1) year before the scheduled date in the PSPP, the NEA

shall undertake or continue the CSP on their behalf. Article 13.1 of NEA Memorandum No. 2023-057 reads:

“In case an EC (or Aggregated ECs) requests NEA assistance under Section 12.2 or is unable to complete the CSP one (1) year before the scheduled date as indicated in the PSPP, the NEA shall undertake or continue the CSP on behalf of the EC. For this purpose, the NEA can mobilize its own manpower complement and structure, the manpower of the EC itself, as well as those of other ECs to undertake the CSP process, as necessary.”

8. The NEA issued NEA Office Order No. 2024-134, as amended by NEA Office Order No. 2024-276, creating a Special Bids and Awards Committee (“NEA-SBAC”) to conduct the CSP for the procurement of power supply for an aggregation of Luzon Electric Cooperatives, of which applicant MOPRECO is a part of.

9. On 09 May 2024, the Board of Directors of applicant MOPRECO passed Board Resolution No. 72 s. 2024 authorizing MOPRECO to commit 3MW of its Power Requirement covering 26 December 2025 to 25 December 2039 for procurement through the Joint Competitive Selection Process to be administered by NEA pursuant to DOE DO 2023-10-0022; authorizing NEA to perform, on MOPRECO’s behalf, all acts necessary and appropriate in the implementation and furtherance of the DOE DO 2023-10-0022 and the conduct of CSP; appointing Mr. Allan Cha-ar to represent MOPRECO in the Joint CSP to be conducted by NEA, and; authorizing Board President, Patricio B. Masliyan, and the General Manager, Engr. Nicodemus L. Andawi to execute the Power Supply Agreement (PSA) resulting from the conduct of the said CSP.

10. On 12 August 2024, the NEA issued *Certificate of Conformity No. NEA-NEA-RAO-COC-2024-10* stating that:

“This is to certify that the contract quantities and cooperation periods for the Competitive Selection Process (CSP) of the Luzon EC Aggregation power supply requirement are consistent with the latest

posted 2024-2033 Power Supply Procurement Plans.”

11. Accordingly, the NEA-SBAC commenced and conducted the Joint CSP for and on behalf of the Member ECs, including applicant MOPRECO. A *CSP Report* prepared by the NEA-SBAC is attached hereto as **Annex “N”**. A summary of the key dates and events of the Joint CSP is provided below:

11.1. The *Invitation to Bid* for the Joint CSP was published with the Philippine Daily Inquirer newspaper on 17 August 2024 and 24 August 2024. Six (6) prospective bidders manifested their intention to participate in the Joint CSP, namely: Masinloc Power Co. Ltd., Sual Power Inc., Therma Luzon Inc., Therma Visayas Inc., AP Renewables Inc., and GN Power Dinginin Ltd. Co.

11.2. On 12 September 2024, the *Pre-Bid Conference* for the Joint CSP was held at the Honesty, Efficiency and Solidarity Auditorium 2nd Floor, NEA Building, 57 NIA Road, Government Center, Diliman, Quezon City (the “NEA HESA”). The *Pre-Bid Conference* was attended by the NEA-SBAC, NEA SBAC-TWG, NEA-SBAC Secretariat, CSP Observers, and the six (6) prospective bidders.

11.3. The following Bid Bulletins were issued by the NEA-SBAC throughout the Joint CSP process:

- a. Bid Bulletin No. 01 on 04 September 2024, announcing the venue of the Pre-Bid Conference, among others;
- b. Bid Bulletin No. 02 on 14 October 2024, announcing the revised schedule of the succeeding bidding activities for the Joint CSP;
- c. Bid Bulletin No. 03 on 15 October 2024, providing official responses to bidder inquiries and issuing the revised transaction documents;

- d. Bid Bulletin No. 04 on 06 November 2024, announcing the revised schedule of the succeeding bidding activities for the Joint CSP setting the bid submission, opening, and evaluation for 03 December 2024;
 - e. Bid Bulletin No. 05 on 14 November 2024, addressing further bidder queries and issuing the final terms of reference and final transaction documents;
 - f. Bid Bulletin No. 06 on 20 November 2024, on the change of venue of the submission, and opening and evaluation of bids; and
 - g. Bid Bulletin No. 07 on 26 November 2024, correcting Schedule 13 (Technical Bid Form 2) of the final transaction documents.
- 11.4. On 03 December 2024, the bid submission date, Sual Power, Inc., Masinloc Power Co. Ltd., and Therma Luzon, Inc. timely submitted their proposals at the NEA HESA.

Therma Visayas, Inc., AP Renewables, Inc., and GNPowr Dinginin Ltd. Co. submitted letters withdrawing participation from the Joint CSP. These letters were read aloud at the start of the bid opening process.

- 11.5. On the same date, the respective proposals of Sual Power, Inc., Masinloc Power Co. Ltd., and Therma Luzon, Inc. were evaluated based on the parameters outlined in the final transaction documents issued by the NEA-SBAC, with applicant MPCL emerging as one of the two bidders with the Lowest Calculated Bid for 50% of the aggregated contract capacity of the Member ECs.

- 11.6. The post-qualification process was conducted from 04 to 06 December 2024, with the NEA-SBAC TWG submitting its report to the NEA-SBAC on 16 December 2024, confirming the authenticity, validity, and accuracy of Masinloc Power Co. Ltd., and Therma Luzon, Inc.'s submitted legal, technical, and financial documents. The NEA-SBAC TWG recommended declaring Masinloc Power Co. Ltd., and Therma Luzon, Inc. as the Lowest Calculated and Responsive Bidders.
- 11.7. On 19 December 2024, the NEA-SBAC issued Resolution No. 04, series of 2024, declaring Masinloc Power Co. Ltd. and Therma Luzon, Inc. as the Lowest Calculated and Responsive Bidders, each awarded 50% of the aggregated contract capacity of the Member ECs. In accordance with NEA Memorandum 2023-057, the NEA-SBAC endorsed the resolution to the NEA Office of the Administrator for the issuance of a Notice of Award in favor of Masinloc Power Co. Ltd. and Therma Luzon, Inc., respectively.
- 11.8. The *Notice of Award* was issued in favor of MPCL on 27 December 2024 and was acknowledged and accepted by MPCL on 02 January 2025.
- 11.9. From 9 to 29 January 2025, the duly authorized representatives of the Member ECs negotiated and finalized the power supply agreement with the duly authorized representatives.
- 11.10. On 29 January 2025, the duly authorized representatives of the Member ECs submitted the negotiated and finalized PSA with applicant MPCL to the NEA-SBAC for approval.
- 11.11. On 31 January 2025, the NEA issued the *Notice to Execute Agreement*, directing the Member ECs to execute the NEA-approved power supply agreements

within three (3) calendar days or until 03 February 2025.

12. On 03 February 2025, in compliance with the *Notice to Execute Agreement* issued by NEA, Joint Applicants executed the MASINLOC POWER CO. LTD. and MOUNTAIN PROVINCE ELECTRIC COOPERATIVE, INC. POWER SUPPLY AGREEMENT, subject of this instant *Joint Application*.

SALIENT FEATURES OF THE POWER SUPPLY AGREEMENT (PSA) AND RELATED INFORMATION

13. The PSA between MOPRECO and MPCL, a copy of which is attached as **ANNEX “M”**, contains the following salient features:

13.1. **Contract Term.** This Agreement shall take effect immediately from Effective Date, and from such date shall remain in force and effect fifteen (15) years from Delivery Date unless sooner terminated in accordance with this Agreement and upon approval by the ERC.

13.2. **Delivery Date.** MPCL shall commence delivery of the Contract Capacity to MOPRECO on Delivery Date. The Delivery Date shall be the later of either: (a) 26 December 2024; or (b) the next immediate 26th day of the month following the ERC’s issuance of a Provisional Authority or Interim Relief (as applicable) or Final Authority (if neither Provisional Authority or Interim Relief was issued by the ERC) for the implementation of this Agreement.

13.3. **Contract Capacity.** The capacity, expressed in MW allocated to MOPRECO during the Billing Period.

Beginning on the Delivery Date until the termination or expiration of this Agreement, MPCL shall supply and deliver Contract Capacity to MOPRECO at the Delivery Point, and MOPRECO shall purchase and

pay MPCL the Contract Capacity as provided in Table 1:

TABLE I

CY	26 Dec to 25 Jan	26 Jan to 25 Feb	26 Feb to 25 Mar	26 Mar to 25 Apr	26 Apr to 25 May	26 May to 25 Jun	26 Jun to 25 Jul	26 Jul to 25 Aug	26 Aug to 25 Sep	26 Sep to 25 Oct	26 Oct to 25 Nov	26 Nov to 25 Dec
2025	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
2026	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
2027	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
2028	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
2029	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
2030	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
2031	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
2032	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
2033	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
2034	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
2035	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
2036	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
2037	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
2038	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50
2039	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50	1.50

In the event that the Delivery Date does not coincide with the Target Date and that said Delivery Date is delayed by a certain number of Billing Period/s, such number of Billing Period/s of delay shall extend the last Billing Period contained in the table above by the same number of Billing Period/s; provided that the Contract Capacity for such extended Billing Period/s shall be exactly the same Contract Capacity for the same Billing Period/s of the previous Contract Year.

Thus, for example, assuming the Target Delivery Date is on 26 February 2025 and the actual Delivery Date commences on 26 August 2025, resulting to a delayed implementation by six (6) Billing Periods. In this case, the last Billing Period to complete the Term under this Agreement shall be

extended likewise by six (6) Billing Periods. Thus, instead of 26 November 2039 to 25 December 2039 being the last Billing Period, an additional six (6) Billing Periods covering 26 December 2039 to 25 June 2040 shall be considered as part of the Contract Term. The Contract Capacity for 26 December 2039 to 25 June 2040 shall be the Contract Capacity for 26 December 2038 to 25 June 2039.

CY	26 Dec to 25 Jan	26 Jan to 25 Feb	26 Feb to 25 Mar	26 Mar to 25 Apr	26 Apr to 25 May	26 May to 25 Jun
2040	1.50	1.50	1.50	1.50	1.50	1.50

MOPRECO shall be allowed to nominate the entire Contract Capacity but is only obliged to utilize the Contract Capacity at the 65% Monthly Minimum Capacity Utilization Factor (“CUF”) for every Billing Period.

Notwithstanding the 65% Monthly Minimum CUF, MPCL must make available for dispatch the Contract Capacity, subject to allowable outages.

MOPRECO’s Minimum Hourly Nomination shall be 35% of the Contracted Capacity for the Billing Period.

Should MOPRECO fail to dispatch MPCL at the Monthly Minimum CUF for a Billing Period, and MPCL has made the same available for dispatch, MOPRECO shall pay MPCL the CRR_{CUF} and $FOMR_{CUF}$ for the equivalent associated energy at 65% CUF level. The formula to calculate the equivalent associated energy is found in SCHEDULE 7.

- 13.4. **Scheduled and Unscheduled Outage.** MPCL is allowed a Scheduled Outage Allowance and an Unscheduled Outage Allowance (taken together, the “Outage Allowance”) not to exceed the number of days for each Year as set forth in SCHEDULE 6

(Outage Allowance), during which times, reduced or no deliveries shall be available to MOPRECO, subject to ERC rules and regulations on Reliability Performance Indices.

13.5. **Replacement Power.** The procurement of any Replacement Power shall be the responsibility of MPCL, provided that the rates to be paid by MOPRECO for the procurement of Replacement Power including line rental charges, if applicable, shall be the lower between: (i) the actual rate of the Replacement Power; or (ii) the generation rate based on the approved tariff for this Agreement.

13.6. **Payment of Fees.** Commencing on Delivery Date and throughout the entire Term, MOPRECO shall pay to MPCL each Billing Period an amount equal to the Monthly Payment in accordance with SCHEDULE 7 (Monthly Payment, Indexation and Adjustment).

There shall be no offsetting of payment between MOPRECO and MPCL unless expressly provided for in this Agreement.

There shall be no withholding of disputed amounts, except in cases of inadvertent errors in the amount or inadvertent errors in calculating the applicable rate.

If an invoice is not disputed by MOPRECO within sixty (60) days of receipt or if the payment is not disputed by MPCL within thirty (30) days of receiving payment from MOPRECO, the invoice and payment shall be deemed accepted, final, and binding on MPCL or MOPRECO, as applicable.

13.7. **Billing to MOPRECO.** Within ten (10) business days from the end of each Billing Period commencing on Delivery Date, MPCL shall deliver to MOPRECO the

MPCL Invoice setting forth the amount that is due from the MPCL for the preceding Billing Period.

MPCL shall send the Seller Invoice electronically through MOPRECO's designated electronic mail (e-mail) addresses.

The Parties shall make the necessary adjustments, if necessary, for the MPCL Invoice covering the first and last Billing Periods.

- 13.8. **Monthly Payment.** Refers to the amount collectible from MOPRECO for supply of electricity for each Billing Period, to be computed in accordance with Schedule 7 (Monthly Payment, Indexation and Adjustment).

SCHEDULE 7

MONTHLY PAYMENT, INDEXATION AND ADJUSTMENT

Total Generation Charge

$$\begin{aligned} \text{Total Generation Charge} \\ = CRF_{CUF} + FOMF_{CUF} + VOMF + FC + VAT \end{aligned}$$

A. Capital Recovery Fee (CRF)

The CRF_{CUF} shall be calculated as the product of the Capital Recovery Rate (" CRR_{CUF} "), in PhP/kWh, and the actual energy delivered from the Facility during the Billing Period or the equivalent associated energy based on the Monthly Minimum CUF, whichever is higher.

$$CRF_{CUFt} = CRR_{CUFt} \times \max(AED_t, AE_t)$$

$$CRR_{CUF_t} = \frac{CRR_{100\%CUF}}{CUF_t}$$

CRF _{CUFt}	Corresponding CRF _{CUF} to calculate the Total Generation Charge, expressed in Php																														
CRR _{CUFt}	Billing Determinant to calculate CRF _{CUF} , expressed in PhP/kWh, for a Billing Period																														
CRR _{100% CUF}	<p>Corresponding CRR at 100% CUF, which is 2.0588 PhP/kWh. For reference see Table 1 for the value of CRR per 1% CUF from 65% to 100%:</p> <p>Table 1. Capital Recovery Rate per 1% Capacity Utilization Factor</p> <table> <tr> <th>Capacity Utilization Factor</th><th>CRR PhP/kWh</th></tr> <tr><td>100%</td><td>2.0588</td></tr> <tr><td>99%</td><td>2.0796</td></tr> <tr><td>98%</td><td>2.1008</td></tr> <tr><td>97%</td><td>2.1225</td></tr> <tr><td>96%</td><td>2.1446</td></tr> <tr><td>95%</td><td>2.1672</td></tr> <tr><td>94%</td><td>2.1902</td></tr> <tr><td>93%</td><td>2.2138</td></tr> <tr><td>92%</td><td>2.2378</td></tr> <tr><td>91%</td><td>2.2624</td></tr> <tr><td>90%</td><td>2.2876</td></tr> <tr><td>89%</td><td>2.3133</td></tr> <tr><td>88%</td><td>2.3395</td></tr> <tr><td>87%</td><td>2.3664</td></tr> </table>	Capacity Utilization Factor	CRR PhP/kWh	100%	2.0588	99%	2.0796	98%	2.1008	97%	2.1225	96%	2.1446	95%	2.1672	94%	2.1902	93%	2.2138	92%	2.2378	91%	2.2624	90%	2.2876	89%	2.3133	88%	2.3395	87%	2.3664
Capacity Utilization Factor	CRR PhP/kWh																														
100%	2.0588																														
99%	2.0796																														
98%	2.1008																														
97%	2.1225																														
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89%	2.3133																														
88%	2.3395																														
87%	2.3664																														

		86%	2.3940	
		85%	2.4221	
		84%	2.4510	
		83%	2.4805	
		82%	2.5107	
		81%	2.5417	
		80%	2.5735	
		79%	2.6061	
		78%	2.6395	
		77%	2.6738	
		76%	2.7089	
		75%	2.7451	
		74%	2.7822	
		73%	2.8203	
		72%	2.8594	
		71%	2.8997	
		70%	2.9411	
		69%	2.9838	
		68%	3.0276	
		67%	3.0728	
		66%	3.1194	
		65%	3.1674	
AE _t	Associated Energy based on the Monthly Minimum CUF of 65% in kWh for a Billing Period			
AED _t	Actual Energy Delivered from the Facility during the Billing Period in kWh			
CUF _t	Actual CUF for a Billing Period <i>t</i> . The CUF shall be calculated in accordance with the formula below			
t	Billing Period			

- The CUF shall be calculated in accordance with the formula below:

$$CUF_t = \frac{Q_t}{CC_t \times (H_T - H_O - H_{FM})}$$

Where

CUF _t	Capacity Utilization Factor
Q _t	Total Energy delivered in kWh, not exceeding the corresponding Contract Capacity, during the Billing Period, or the equivalent associated energy based on the Monthly Minimum CUF of 65%, whichever is higher
CC _t	Contract Capacity for the current Billing Period in kW as indicated in Schedule 2
H _T	Total number of hours in the Billing Period
H _O	Zero (0) for each Billing Period, as the Seller has no Outage Allowance
H _{FM}	The Equivalent Hours of Force Majeure in the current Billing Period
t	As previously defined

- The formula to calculate the *H_{FM}* shall be:

$$H_{FM} = \sum_{i=1}^n (1 - \frac{Seller\ BCQ\ day\ after}{CC})$$

Where:

n – Total number of Hours in a Billing Period

- Formula to calculate the *Q_t*:

$$Q_t = max(AE_t, TED_t)$$

$$AE_t = 65\% \times CC_t \times (H_T - H_O - H_{FM})$$

Where:

AE _t	As previously defined
CC _t	As previously defined
H _T	As previously defined
H _O	As previously defined
H _{FM}	As previously defined
TED _t	Total Energy Delivered, which is Actual Energy Delivered from the Facility and Replacement Power energy, during the Billing Period in kWh

B. Fixed Operation and Maintenance Fee (FOMF)

The FOMF_{CUF} shall be calculated as the product of the Fixed Operation and Maintenance Rate (“FOMR_{CUF}”), in PhP/kWh, and the actual energy delivered from the Facility during the Billing Period or the equivalent Associated Energy based on the Monthly Minimum CUF, whichever is higher.

$$FOMF_{CUFt} = FOMR_{CUFt} \times \max (AED_t, AE_t)$$

$$FOMR_{CUFt} = \frac{FOMR_{100\%CUF}}{CUF_t}$$

FOMF _{CUFt}	Corresponding FOMF _{CUF} component of the Total Generation Charge, expressed in PhP
FOMR _{CUFt}	Applicable FOMR to calculate FOMF _{CUF} , expressed in PhP/kWh, for a Billing Period. For reference see Table 2 for the value of FOMR per CUF
AE _t	As previously defined

AED _t	As previously defined																																												
FOMR _{100%} CUF	<p>Corresponding FOMR at 100% CUF, which is 0.3500 PhP/kWh. For reference see Table 2 for the value of FOMR per 1% CUF from 65% to 100%:</p> <p>Table 2. Fixed O&M Rate per Capacity Utilization Factor</p> <table><tr><th>Capacity Utilization Factor</th><th>FOMR_{LOCAL} PhP/kWh</th></tr><tr><td>100%</td><td>0.3500</td></tr><tr><td>99%</td><td>0.3535</td></tr><tr><td>98%</td><td>0.3571</td></tr><tr><td>97%</td><td>0.3608</td></tr><tr><td>96%</td><td>0.3646</td></tr><tr><td>95%</td><td>0.3684</td></tr><tr><td>94%</td><td>0.3723</td></tr><tr><td>93%</td><td>0.3763</td></tr><tr><td>92%</td><td>0.3804</td></tr><tr><td>91%</td><td>0.3846</td></tr><tr><td>90%</td><td>0.3889</td></tr><tr><td>89%</td><td>0.3933</td></tr><tr><td>88%</td><td>0.3977</td></tr><tr><td>87%</td><td>0.4023</td></tr><tr><td>86%</td><td>0.4070</td></tr><tr><td>85%</td><td>0.4118</td></tr><tr><td>84%</td><td>0.4167</td></tr><tr><td>83%</td><td>0.4217</td></tr><tr><td>82%</td><td>0.4268</td></tr><tr><td>81%</td><td>0.4321</td></tr><tr><td>80%</td><td>0.4375</td></tr></table>	Capacity Utilization Factor	FOMR _{LOCAL} PhP/kWh	100%	0.3500	99%	0.3535	98%	0.3571	97%	0.3608	96%	0.3646	95%	0.3684	94%	0.3723	93%	0.3763	92%	0.3804	91%	0.3846	90%	0.3889	89%	0.3933	88%	0.3977	87%	0.4023	86%	0.4070	85%	0.4118	84%	0.4167	83%	0.4217	82%	0.4268	81%	0.4321	80%	0.4375
Capacity Utilization Factor	FOMR _{LOCAL} PhP/kWh																																												
100%	0.3500																																												
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81%	0.4321																																												
80%	0.4375																																												

		79%	0.4430	
		78%	0.4487	
		77%	0.4545	
		76%	0.4605	
		75%	0.4667	
		74%	0.4730	
		73%	0.4795	
		72%	0.4861	
		71%	0.4930	
		70%	0.5000	
		69%	0.5072	
		68%	0.5147	
		67%	0.5224	
		66%	0.5303	
		65%	0.5385	

C. Variable Operation and Maintenance Fee (“VOMF”)

The VOMF shall be calculated as the product of the Variable Operation and Maintenance Rate (“VOMR”), in PhP/kWh, and the actual energy delivered for the Billing Period.

$$VOMF_t = VOMR_t \times AED_t$$

VOMF _t	Corresponding VOMF component of the Total Generation Charge, expressed in PhP
VOMR _t	0.3000 PhP/kWh
AED _t	As previously defined

D. Fuel Cost (“FC”)

The FC shall be calculated as follows:

$$FP_t = (FCC_t \times FX_m) + NFCC_t + \text{Applicable Taxes}$$

$$FC = \left(\frac{FP_t \times FCR_t}{1000} \right) \times AED_t$$

Where:

FPt	Applicable Fuel Price for a Billing Month, expressed in PhP/MT
FCct	Fuel Commodity Cost in USD/MT calculated using the formula below: $87.1687 \times \left[\left(83\% \times \frac{NFI\ 1_{3m\ avg}}{NFI\ 1_o} \right) + 17\% \right]$
NFI 1 _{3m avg}	the average value for the three (3) months preceding the Billing Period for which the Invoice is being prepared of the Indonesian Coal Index 3 (5000 GAR / 4600 NAR) as published by the Argus/Coalindo for Indonesian Coal Index Report, in USD/MT
NFI 1 _o	Value of Indonesian Coal Index 3 (5000 GAR / 4600 NAR) for the month of September 2024, which is 72.3500, in USD/MT
AED _t	As previously defined
NFCCt	<p>Weighted average of the actual Freight Cost, Marine Cargo Insurance, Letter of Credit Opening Charges, Wharfage, Disport Surveyor Fees, and Brokerage Fees, in PhP/MT</p> <p>Seller can only recover the NFCC items listed above and shall submit to the Buyer proof of actual costs in the form of official invoices and supporting documents.</p> <p>When applicable, Seller must disclose actual cost of NFCC in USD/MT and disclose the actual foreign</p>

	exchange rate used to convert USD denominated costs into PHP.
FX_m	the monthly average of the PhP/USD exchange rate for the month (i.e., first until last day of the month) for which the invoice is being prepared, as published in the Bangko Sentral ng Pilipinas website
Applicable taxes	Applicable taxes relating to FC for the Billing Period, in PhP/MT

In the event that the index (a) becomes unavailable, (b) is replaced by a new benchmark rate as determined by the relevant authorized entity, its successor-in-interest, or (c) ceases to exist, the Parties shall agree to adopt a new price index.

The FP_t to be billed by Seller shall be the lower between:

1. The sum of the (i) resulting value using the Fuel Commodity Cost Formula and (ii) the Non-Fuel Commodity Cost; or
2. The actual fuel price as billed by the fuel supplier/s (i.e., supported by actual invoices) including the Non-Fuel Commodity Cost for the relevant Billing Period.

For this purpose, the Seller’s Invoice shall include, subject to confidentiality clause, the relevant fuel supplier’s invoice, certified by Seller, which will detail the actual fuel cost incurred to produce the delivered energy to Buyer. If any index or indices are used, the Seller must provide the Buyer with either (a) a screenshot or snapshot of the actual published price from the index provider OR (b) a certification from the publisher of the nominated index/indices certifying the actual published price. The Seller must also attach the monthly fuel inventory report submitted to the DOE.

Buyer reserves the right to refuse payment of the Fuel Cost if Seller fails to provide either the fuel supplier’s invoice or the monthly inventory report referred to above.

FCR	<p>The computed Fuel Consumption Rate (FCR) or the actual plant FCR for the relevant Billing Period, whichever is lower, in kg/kWh.</p> <p>The formula to determine the computed FCR shall be:</p> $\frac{(FCR_{CUF2} - FCR_{CUF1}) \times (CUF - CUF1)}{(CUF2 - CUF1)} + FCR_{CUF1}$ <p>If Buyer fails to utilize the Contract Capacity at the Monthly Minimum CUF, Seller may apply the higher of its actual consumption rate or the consumption rate corresponding to the Minimum CUF for that Billing Period.</p>
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CUF = as previously defined

CUF2 = CUF increment of the nearest upper value, in %

CUF1 = CUF increment of the nearest lower value, in %

FCR_{CUF2} = corresponding FCR for CUF2 set forth in the table below:

FCR_{CUF1} = corresponding FCR for CUF1 set forth in the table below:

Illustration: CUF 65.61%

CUF2	66%
CUF1	65%
FCR _{CUF2}	0.5929
FCR _{CUF1}	0.5952

The FCR at CUF levels 65% to 100% are as follows:

CUF	FCR, kg/kWh
100%	0.5441
99%	0.5445

98%	0.5452
97%	0.5459
96%	0.5466
95%	0.5474
94%	0.5483
93%	0.5492
92%	0.5501
91%	0.5511
90%	0.5522
89%	0.5533
88%	0.5545
87%	0.5557
86%	0.5569
85%	0.5582
84%	0.5596
83%	0.5610
82%	0.5625
81%	0.5640
80%	0.5656
79%	0.5672
78%	0.5689
77%	0.5706
76%	0.5724
75%	0.5742
74%	0.5761
73%	0.5780
72%	0.5800
71%	0.5820
70%	0.5841

69%	0.5862
68%	0.5884
67%	0.5906
66%	0.5929
65%	0.5952

Note: For avoidance of doubt, the Buyer shall bear all other applicable costs, charges and taxes pursuant to Section 12 and Section 13.2 of this Agreement.

E. Value-added Tax (“VAT”), if any. VAT shall only be chargeable to the Buyer if prevailing laws expressly allow its passing on by the Seller.

GENERATION RATE IMPACT ANALYSIS

14. MOPRECO simulated a rate impact analysis based on assumed quantities. The indicative rate impact on its overall generation rate with and without supply from MPCL under the PSA are as follows:

May 2024: Billing Month Used			
		w/o MPCL	w/ MPCL
	kWh Purchase*		
	MPCL	0	1,080,000
	PSALM	236,419	236,419
	WESM	2,789,320	1,709,320
	Total	3,025,739	3,025,739
	Power Cost (PhP)		
	MPCL	0	5,078,160.00
	PSALM	1,511,757.92	1,511,757.92
	WESM	24,048,335.15	14,940,737.02
	Total	25,560,093.07	21,530,654.94
	Generation Rate	8.4476	7.1158
	Rate Impact		(1.3317)

15. As shown in the rate impact analysis, the implementation of the PSA between MPCL and MOPRECO will benefit MOPRECO and its consumers with an estimated generation rate reduction of at least PhP1.3317/kWh. Thus, the PSA subject of this *Joint Application* will ultimately provide MOPRECO's end-users with a continuous and reliable supply of electricity at affordable rates.

16. In addition to the rate impact analysis, Applicants wish to emphasize that the conduct of CSP was mandated to ensure the provision of least cost supply to consumers.

17. Considering that the subject PSA was a result of MOPRECO's conduct of a CSP, pursuant to the CSP Rules, it follows that the rates in the subject PSA and the other provisions contained therein already assure that MOPRECO and its customers will be provided with reliable, secure, and quality supply of power in the least-cost manner. Thus, the rates in the subject PSA should be implemented, as is, based on the subject PSA itself.

18. Under Rule 14 of the ERC Revised Rules of Practice and Procedures, the Honorable Commission is authorized to issue a Provisional Authority (PA) or Interim Relief prior to a final decision, provided the facts and circumstances alleged warrant such remedy.

19. A provisional approval of the subject PSA is necessary to ensure that MOPRECO has sufficient and reliable power supply to meet the immediate supply requirements of its franchise area, particularly since it has no longer have any Power Supply Agreement, since the expiration of its Contract for the Supply of Electric Energy (CSEE) with the Power Sector, Asset & Liabilities Management Corp. (PSALM) in November 25, 2024.

20. As indicated in MOPRECO's Supply and Demand Scenario, its peak demand in 2025 is projected to reach 7.29 MW. Unfortunately, its current supply is insufficient to meet this demand. Therefore, the subject PSA with MPCL is essential to address and prevent any power shortfall, thus, avoiding service disruptions.

21. A PA or Interim Relief allowing the implementation of the subject PSA pending the Honorable Commission's evaluation on the

merits and issuance of a final decision must be timely granted in view of the expiration of MOPRECO’s CSEE, as stated, which if left unaccounted for will place significant risk on MOPRECO as it will be exposed to the volatile prices of the Wholesale Electricity Spot Market (“WESM”).

22. In the absence of a PA or Interim Relief, MOPRECO’s demand of 7.29 MW will be exposed to the volatile power rates of the WESM, to the prejudice of its member-consumer-owners. Thus, the issuance of the PA or Interim Relief is in the best interest of MOPRECO’s captive customers in terms of ensuring the provision of reliable, secure, and stable electricity supply in the least cost manner, as shown by MOPRECO’s rate impact simulation showing that the implementation of the PSA with MPCL would reduce its generation rate component by 1.3317PhP/kWh.

23. To support the prayer for PA or Interim Relief, the Affidavit (In Support of the Prayer for Provisional Authority or Interim Relief) of Engr. Nicodemus L. Andawi, General Manager, of MOPRECO is attached hereto as Annex “U” of the Joint Application.

24. The Applicants submit the following documents for the evaluation of the *Joint Application*:

OTHER RELATED DOCUMENTS

25. In further support of the instant application, Applicants most respectfully submit to the Honorable Commission the following documents:

ANNEX	DOCUMENTS
A	MOPRECO Certificate of Registration
B	MOPRECO Board Resolution showing the list of incumbent Board of Directors
C	Articles of Incorporation (AOI) and By Laws MOPRECO
D	Verified Certification of the EC showing list of Board of Directors and Board Members of the ultimate parent company, its subsidiaries, and all its affiliates

<p>E</p>	<p>MPCL Certification invoking Section 22 of ERC Resolution 16 Series of 2023 on Documents Previously Submitted:</p> <ul style="list-style-type: none">• MPCL’s 2007 Articles of Partnership• MPCL’s 2023 Articles of Partnership• Write-up/Explanation on the Requirements of By-Laws• Write-up/Explanation on the Requirements of List of Shareholders (GIS Sheet)• Write-up on the non-applicability of a Shareholders’ Agreement of MPCL• Certificate of Registration of the BOI of MPCL Units 3 and 4• MPCL’s Secretary Certificate Re: Ultimate Parent Company• Environmental Compliance Certificate of MPCL• MPCL’s DOE Certificate of Endorsement (“COE”)• Write-up on the non-applicability of the requirements regarding a renewable energy plant• Write-up on the non-applicability of the requirement regarding an RE Service Contract• Write-up on the non-applicability of a water permit from the National Water Resources Board• Write-up/Certification on the Non-applicability of the Requirements of Related Agreements• Affidavit of Competitive Procurement Process of Fuel
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	<ul style="list-style-type: none"> • Documents related to Fuel (confidential) • Certification from the Independent Electricity Market Operator of the Philippines on the WESM Registration of MPCL • Certification from the Independent Electricity Market Operation of the Philippine (“IEMOP”) on the WESM Registration of MPCL • Relevant Technical and economic characteristics of the generation capacity, installed capacity, mode of operation, and dependable capacity • Transmission Service Agreement between the National Grid Corporation of the Philippines and MPCL • Test Certification of MPCL Unites 1-3 for heat rate • Write – up on the Non-Applicability of ASPA <p>Write-up/Explanation on the Non-applicability of the Distribution Wheeling Service</p>
F	Letter of the ERC extending the Provisional Authority to Operate (PAO) for a period of 1 year effective 19 February 2025
G	MOPRECO’s Demand Side Management
H	<p>Certification by the National Power Corporation (NPC) whether Transition Supply Contract (TSC) capacity and energy are expected to be available during the contractual period.</p> <p>Note: MOPRECO’s Certification of Non-Applicability</p>
I	MOPRECO’s Supply and Demand Scenario, Details of Existing Suppliers, Contract Utilization, Average Daily Load Curve, in accordance with the Commission’s templates under Annex “1” and “2” of the Prefiling Checklist Requirement.
J	MOPRECO’s Single Line Diagram Connection
K	MOPRECO’s Performance Assessment of the System

	a. SAIDI and SAIFI b. Historical [for the past five (5) years] c. Current Year
L	An estimation of the potential for reduction in load supplied by MOPRECO due to retail competition
M	Power Supply Agreement of MPCL and MOPRECO
N	Executive Summary of the PSA between MPCL and MOPRECO
O	Rate Generation Calculations and Derivations (confidential) Sample Bill Rate Impact Analysis
P	Simulation of the number of operating units necessary to meet the MEOT Copy of the Operation and Maintenance Agreement (“OMA”) of MPCL (confidential) Write up on the OMA Schedule
Q	Outages
R	WESM Registration of MOPRECO
S	Write-up on the Non-Applicability of the Wholesale Aggregator Agreement
T	Details and Documents on the Competitive Selections Process (CSP)
T-1	Financial Bid Forms (confidential)
U	Affidavit in support for the Provisional Authority/Interim Relief
V	MPCL’s Unit 3 Certificate of Registration from the Board of Investment (“BOI”) (confidential)

ALLEGATIONS IN SUPPORT OF THE CONFIDENTIAL TREATMENT OF ANNEXES “E”, “O and SERIES”, “P and Series”, “T-1” and “V”

26. Section 1, Rule 4 of the Honorable Commission’s Rules of Practice and Procedure provides that Applicants may request that information not be disclosed.

27. MPCL prays for the confidential treatment of the information contained in the Annexes “E”, “O and SERIES”, “P and

SERIES", "T-1", and "V" and disclosed except to the officers and staff of the Honorable Commission.

28. Annexes "E", "O and SERIES", "P and Series", "CT-I" and "V" contain the details of MPCL's power rate calculations and financial model as well as the manner by which these were derived. These pieces of information are proprietary in nature and should be protected as trade secrets as contemplated by law and jurisprudence. In the case of Air Philippines Corporation vs. Pennswell, Inc., the Supreme Court defined a trade secret, as follows:

"A trade secret may consist of any formula, pattern, device, or compilation of information that: (1) is used in one's business; and (2) gives the employer an opportunity to obtain an advantage over competitors who do not possess the information. Generally, a trade secret is a process or device intended for continuous use in the 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. The inventor, discoverer, or possessor of a trade secret or similar innovation has rights therein which may be treated as property, and ordinarily an injunction will be granted to prevent the disclosure of the trade secret by one who obtained the information "in confidence" or through a "confidential relationship". American jurisprudence has utilized the following factors to determine if an information is a trade secret, to wit:

1. the extent to which the information is known outside of the employer's business;
2. the extent to which the information is known by employees and others involved in the business;
3. the extent of measures taken by the employer to guard the secrecy of the information;
4. the value of the information to the employer and to competitors;
5. the amount of effort or money expended by the company in developing the information; and
6. the extent to which the information could be easily or readily obtained through an independent source."

(citations omitted, emphasis supplied)

29. The interest of the consuming public is sufficiently protected by the review and evaluation of the rates under the PSA by

the Honorable Commission, without the need to disclose the contents of Annexes "E", "O and SERIES", "P and Series", "CT-I" and "V". The reasonableness and transparency of the prices of electricity is to be assured by the Honorable Commission through its own review and verification of MPCL's operating costs and expenses.

30. More importantly, MPCL's competitors, should they obtain the information in Annexes "E", "O and SERIES", "P and Series", "T-1" and "V", will gain undue advantage thereon and have the opportunity to use the same in their operations. The negotiating power of MPCL with parties it plans to contract with or who it is currently doing business with, will clearly be thwarted if it is compelled to disclose such information.

31. Accordingly, MPCL submits one (1) copy of Annexes "E", "O and SERIES", "P and Series", "T-1" and "V", in a sealed envelope, with the said envelope and each page of the documents and/or information stamped with the word "Confidential".

32. Lastly and corollary to the foregoing, MPCL would like to implore the discerning wisdom of the Honorable Commission to include in its issuance for this purpose the "procedures for the handling or returning the confidential information, as appropriate, upon the close of the proceedings or at the end of the period for which the information is to be treated as confidential".

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

ALLEGATIONS IN SUPPORT FOR THE ISSUANCE OF PROVISIONAL AUTHORITY

24. In order to ensure the sustainability of their operations, MOPRECO should be permitted to collect the rates, fees, and charges provided in the PSA from its customers, and for MPCL to charge MOPRECO accordingly.

25. The provisional approval of the PSA will enable both MOPRECO and MPCL to fulfill their obligations without compromising the viability of their operations.

PRAYER

WHEREFORE, premises considered, Applicants MOPRECO and MPCL respectfully pray of this Honorable Commission for the following:

- a. For the issuance of an Order **TREATING** all information contained under **Annexes "E", "O and SERIES", "P and Series", "T-1" and "V", as CONFIDENTIAL**, directing their non-disclosure to persons other than officers and staff of this Honorable Commission, continuously protecting the said information from public disclosure by maintain the same separate and apart from the records of this Joint Application, and ensuring that these are not divulged to unauthorized persons, and that the same will be returned to Applicant MPCL, as applicable, pursuant to Rule 4 of the Revised ERC Rules of Practice and Procedure; and
- b. **ISSUE** the corresponding **PROTECTIVE ORDER** in accordance with Section 2, Rule 4 of the ERC Revised Rules of Practice and Procedure;
- c. Pending trial on the merits, **GRANT PROVISIONAL AUTHORITY** to implement the MOPRECO-MPCL PSA and allow MOPRECO to collect such rates, fees, and charges as provided in the PSA from its customers reckoned from the start of the supply by MPCL to MOPRECO;
- d. After due notice and hearing, **ISSUE A DECISION** (i) approving the instant Joint Application in toto which will thereby allow/authorize MOPRECO to charge and collect the fees from its consumers reckoned from the commencement of the supply to the latter by MPCL; and (ii) directing that the rates, terms, and conditions of the MOPRECO-MPCL PSA be retroactively applied for the entire term of the PSA.

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

Tabuk City, Kalinga and Pasig City for Pasig City, 26 June
2025.

[Signature page follows.]

MASINLOC POWER CO. LTD.

By

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IBP Lifetime No. 06372 / Makati Chapter
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IBP Invoice No. 514069 / 27 February 2025 /
Central Luzon Bulacan Chapter
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MOUNTAIN PROVINCE ELECTRIC COOPERATIVE, INC.

By:

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IBP Membership Receipt No. 521645 / 28 January 2025

MCLE: Newly Admitted to BAR

Roll No. 92954 / 24 January 2025