

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

IN THE MATTER OF THE
APPLICATION FOR APPROVAL OF
THE CONTRACTS FOR THE
SUPPLY OF ELECTRIC ENERGY
WITH ANTIQUE ELECTRIC
COOPERATIVE, INC. AND
VISAYAN ELECTRIC COMPANY,
INC., AND A LETTER OF
AGREEMENT WITH ILOILO II
ELECTRIC COOPERATIVE, INC.
LOCATED IN THE VISAYAS GRID,
WITH PRAYER FOR ISSUANCE OF
PROVISIONAL AUTHORITY,

ERC CASE NO. _____

POWER SECTOR ASSETS AND
LIABILITIES MANAGEMENT
CORPORATION,

Applicant.

x -----x

APPLICATION

Applicant **POWER SECTOR ASSETS AND LIABILITIES MANAGEMENT CORPORATION** ("PSALM"), through undersigned counsel and unto this Honorable Commission, most respectfully states:

1. This is an Application for the approval of the terms and conditions of the Contracts for the Supply of Electric Energy ("CSEE") entered into by and between PSALM and Antique Electric Cooperative, Inc. ("ANTECO")¹ and Visayan Electric Company, Inc. ("VECO"),² respectively, as well as the Letter of Agreement ("LOA") by and between PSALM and Iloilo II Electric Cooperative, Inc. ("ILECO II")³ pursuant to Section 67⁴ of Republic Act No. 9136, otherwise known as the *Electric Power Industry Reform Act of 2001*

¹ Hereinafter referred to as the "PSALM-ANTECO CSEE."

² Hereinafter referred to as the "PSALM-VECO CSEE."

³ Hereinafter referred to as the "PSALM-ILECO II LOA."

⁴ Section 67. NPC Offer of Transition Supply Contracts. – Within six (6) months from the effectivity of this Act, NPC shall file with the ERC for its approval a transition supply contract duly negotiated with the distribution utilities containing the terms and conditions of supply and a corresponding schedule of rates, consistent with the provisions hereof, including adjustments and/or indexation formulas which shall apply to the term of such contracts.

("EPIRA") and Section 5,⁵ Article III of the Energy Regulatory Commission's ("ERC") Guidelines for the Recovery of Costs for the Generation Component of the Distribution Utilities' Rate.

2. Applicant PSALM is a government-owned and controlled corporation created by virtue of the EPIRA, with principal office address at 24th Floor Vertis North Corporate Center 1, Astra corner Lux Drives, North Avenue, Quezon City.

3. Pursuant to Section 49 of the EPIRA and the consequent assignment via an Assignment Letter dated 11 May 2009 of all National Power Corporation ("NPC") power supply contracts to PSALM, NPC assigned and transferred to PSALM all its rights and obligations in, to, and under its CSEEs and other similarly or substantially equivalent power supply contracts with NPC power customers (collectively referred to as the "Power Supply Contracts").

The NPC Assignment Letter is hereto attached as **Annex "A."**

4. On and from 11 May 2009, the Power Supply Contracts were deemed amended as follows:

- (i) all references to NPC therein shall be treated as references to PSALM;
- (ii) PSALM shall be deemed the SUPPLIER under said Power Supply Contracts; and
- (iii) the rights and obligations of the Parties shall be governed by and construed in accordance with said Power Supply Contracts, as amended by the 11 May 2009 Letter Agreement.

Thus, this instant application by PSALM.

5. The PSALM-ANTECO and PSALM-VECO CSEEs were executed based on the ERC- approved template under ERC Resolution No. 08, Series of 2005 issued on 07 July 2005. On 09 August 2005, said template was subsequently amended by this Honorable Commission in its Resolution No. 15, Series of 2005.

6. In ERC Resolution No. 33, Series of 2006,⁶ the ERC clarified that the Transition Supply Contact ("TSC") Template should merely serve as a guide for the Distribution Utilities ("DUs") and NPC and should not be construed as the contract contemplated under Section 67 of the EPIRA.

⁵ Section 5 - Filing and Approval of an Executed TSC - NPC shall file with the ERC, for its approval, all TSCs duly negotiated and executed with any Distribution Utility.

⁶ Resolution Clarifying the Purpose of the Adoption of the TSC Template.

7. PSALM filed similar applications for the approval of the terms and conditions of CSEEs and/or LOAs of the DUs located in the Visayas Grid, which were subsequently **approved** by this Honorable Commission on the following dates:

Date Filed	Docket Number	Type of Contract	Date of Decision
23 February 2011	2011-021 RC	CSEE and LOA	14 November 2011
15 March 2011	2011-039 RC	CSEE and LOA	14 November 2011
20 January 2012	2012-008 RC	CSEE	25 February 2013
21 March 2013	2013-044 RC	LOA	01 July 2013
06 August 2013	2013-169 RC	CSEE	09 December 2013
26 November 2014	2014-173 RC	CSEE	29 June 2015
08 June 2018	2018-055 RC	CSEE	20 January 2021
31 May 2019	2019-040 RC	CSEE and LOA	21 July 2021

8. On the other hand, PSALM filed similar applications for the approval of duly executed and negotiated CSEEs and LOAs in the Visayas Grid, which were docketed by this Honorable Commission as follows:

Date Filed	Docket Number	Type of Contract
06 July 2020	ERC Case No. 2020-014 RC	CSEE
20 September 2021	ERC Case No. 2021-074 RC	LOA
23 September 2021	ERC Case No. 2021-076 RC	CSEE
23 September 2021	ERC Case No. 2021-078 RC	CSEE
30 September 2021	ERC Case No. 2021-081 RC	CSEE
05 November 2021	ERC Case No. 2021-089 RC	CSEE
24 January 2022	ERC Case No. 2022-004 RC	CSEE and LOA

9. The applications mentioned in the immediately preceding paragraph are **pending** resolution before this Honorable Commission.

The CSEEs and LOA subject of this Application

10. Pursuant to Section 67 of the EPIRA and Section 5 Article III of the ERC’s Guidelines for the Recovery of Costs for the Generation Component of the Distribution Utilities’ Rate, PSALM is filing the instant Application for the approval of the CSEEs duly negotiated with ANTECO and VECO, respectively, as well as the LOA duly negotiated with ILECO II.

The PSALM-ANTECO and PSALM-VECO CSEEs are attached as **Annexes “B”** and **“B-1,”** respectively, while the PSALM-ILECO II LOA is attached as **Annex “C.”**

The PSALM-ANTECO and PSALM-VECO CSEEs

11. The PSALM-ANTECO and PSALM-VECO CSEEs were executed based on the ERC-approved template under ERC Resolution No. 08, Series of 2005, as amended by Resolution No. 15, Series of 2005. Likewise, the CSEEs incorporated the minor changes previously proposed by PSALM and approved by the DUs, which changes were contained in the CSEEs approved by this Honorable Commission in PSALM’s applications in ERC Case Nos. 2012-008 RC, 2013-044 RC, 2013-169 RC, and 2014-173 RC.

12. The substantial revisions made to the PSALM-ANTECO and PSALM-VECO CSEEs are found in (i) Annex I which reflects the Contracted Energy and the corresponding Equivalent Demand; and (ii) amendment of Section 3.1. on the provision on Contract Duration.

Salient Provisions of the PSALM-ANTECO and PSALM-VECO CSEEs

13. The table below shows the Contract Durations of the PSALM-ANTECO and PSALM-VECO CSEEs :

CSEE	Contract Duration
PSALM-ANTECO CSEE	26 September 2021 to 25 July 2022
PSALM-VECO CSEE	26 November 2021 to 25 July 2022

14. The **PSALM-ANTECO CSEE**⁷ has the following salient provisions, apart from the revisions mentioned in the preceding paragraphs:

(i) **CONTRACT ENERGY**

4.1 Contract Energy and Equivalent Demand as indicated in Annex I may be changed by PSALM due to a change in the projected available capacity of PSALM’s power plants and at any time during the duration of the Contract due to the privatization of any of the assets of PSALM pursuant to the EPIRA.

4.1.1 CUSTOMER shall nominate month-ahead its hourly and daily energy quantity requirements three (3) days before the start of the next billing period based on its Daily Load Profile. On a day to day transaction, the CUSTOMER shall confirm the schedule of hourly energy requirements to PSALM on the day ahead. PSALM shall declare to WESM the schedule of hourly energy requirements delivered to customers immediately on the day after.

⁷ See Annex “B” hereof.

(ii) **ASSIGNABILITY**

4.8 PSALM may assign or transfer, part or all of, its rights and obligations in the supply of Contract Energy herein stated, to any such entity, provided that prior written notice is given to CUSTOMER Ninety (90) days before the actual transfer. This Contract shall remain binding to Parties, their successors and assignees. PSALM warrants that any sale, assignments, transfer, or subcontracting of the Contract shall not affect or impair CUSTOMER's rights and obligations with respect to quantity and price of electricity, Contract effectivity, incentives, discounts and other terms and conditions of this Contract. The assignee shall, by written instrument, assume the rights and obligations of PSALM to CUSTOMER. When a CUSTOMER has been assigned by the PSALM to a Successor Generating Company (SGC) by virtue of the privatization of the PSALM Generating Plant pursuant to the EPIRA, the SGC has the option to renegotiate this Contract with the CUSTOMER within six (6) months from the actual transfer of the CUSTOMER to the SGC. If the CUSTOMER and the SGC fail to reach an agreement, either Party shall have the right to terminate this Contract.

4.9 CUSTOMER may assign, sell or transfer a part or all of its Contract Energy and/or Equivalent Demand either permanently or for a certain number of billing periods, subject to the written consent of PSALM under the following conditions, and which consent shall not be unreasonably withheld:

- a. CUSTOMER has obtained certification from NGCP, that the transmission, sub-transmission, substation and other facilities can accommodate the increase in the power requirements of the assignee/transferee.
- b. CUSTOMER has submitted necessary proof that the buyer, assignee or transferee has no outstanding obligation to PSALM, and undertakes to assume the obligations of CUSTOMER and to pay for the additional expenses necessary or incidental to the transfer.
- c. Assignment of CUSTOMER to assignee shall comply with the forms provided in Annex IVa and Annex IVb of this Contract.
- d. THE ASSIGNEE SHALL ASSUME ALL OBLIGATIONS OF THE CUSTOMER related to Contract Energy that might arise in a pending suit with the ERC or in Arbitration proceedings.

(iii) **SECURITY DEPOSIT AMOUNT**

5.1 The Security Deposit shall be equivalent to 100% of the average contracted energy indicated in Annex I of the CSEE and shall become valid and effective for the duration of this Contract.

(iv) **FORM AND TIME OF POSTING**

5.2 The Security Deposit may be required to be posted upon privatization of the generating asset/s to which this Contract is allocated or assigned as provided for in Section 4.8 hereof if the prospective buyer, assignee, transferee or successor-in-interest so requires. It shall be in the form of cash, cash bond, manager's or cashier's check, bank certified check, irrevocable stand-by letter of credit. In the event the Security Deposit of the CUSTOMER becomes nil, the PSALM reserves the right to refuse or discontinue supply of electric energy. In cases of partial depletion of the Security Deposit, the CUSTOMER shall replace the Security Deposit not later than thirty (30) days thereafter. PSALM reserves the right to continue supply of electric energy to the extent of Security Deposit of the CUSTOMER.

(v) **RELEASE OF SECURITY DEPOSIT**

5.3 The Security Deposit (for the portion that should be settled within the WESM) shall be returned to the CUSTOMER within thirty (30) days upon presentation of proof of compliance with the prudential requirements of the WESM. PSALM shall return or release the Security Deposits to CUSTOMER including interest earned, subject to deductions for any amounts owed by CUSTOMER to PSALM. Security Deposits, except those in the form of letter of credit or performance bond, shall earn interest based on prevailing savings deposit rate of the Land Bank of the Philippines (LBP).

(vi) **BASIC ENERGY CHARGE**

6.1 The Basic Energy Charge (BEC) applied to the CUSTOMER's hourly energy consumption which shall be the ERC-approved NPC/PSALM's Time of Use (TOU) generation rates, hereto attached as Annex III, plus adjustments in the tariff such as, but not limited to Deferred Accounting Adjustments (DAAs) and the Incremental Currency Exchange Rate Adjustments (ICERA), the RA 9136 Mandatory Rate Reduction Adjustments. The BEC to be applied to the contracted energy shall be in accordance with Section 7.1 of this Contract.

Energy consumption higher than the contracted level shall be sourced by the Customer from the Wholesale Electricity Spot Market (WESM) at the WESM rate and

paid directly to the Independent Electricity Market Operator of the Philippines (IEMOP).

6.1.1 The BEC shall be applied to the CUSTOMER's hourly energy consumption based on the hourly nominated energy quantity mentioned in Section 4.1.1.

(vii) **MINIMUM CHARGES**

6.2 CUSTOMER shall pay the minimum charge based on the Contract Energy per billing period as indicated in Section 4.1 of this Contract using the basic energy charge if CUSTOMER has not fully taken or failed to consume the Contract Energy, subject to deductions and adjustments as expressly provided for in this Contract.

(viii) **SERVICE INTERRUPTION ADJUSTMENT**

6.4 Should the supply of electricity be interrupted or curtailed to a level below the Contract Energy due to the fault or lack of generation capacity of the PSALM, even if CUSTOMER was at that time unable to take or consume electricity, the Contract Energy shall be adjusted to actual off-take below contract level for all hours when service was curtailed or interrupted based on declaration of power curtailment issued by the NGCP.

(ix) **MAINTENANCE SERVICE ADJUSTMENT**

6.6 CUSTOMER may avail of the service adjustment during the scheduled maintenance of its facilities, not to exceed two (2) billing periods in one year. The minimum charge on the energy consumption shall be fifty percent (50%) of the Contract Energy. To be able to avail of this adjustment, CUSTOMER must inform PSALM in writing thirty (30) days prior to the commencement of the scheduled maintenance.

(x) **PROMPT PAYMENT DISCOUNT**

6.10 Subject to ERC's approval, the Prompt Payment Discount (PPD) shall be in accordance with the PSALM's credit and collection policies duly approved by the PSALM Board.

The latest PSALM's credit and collection policies duly approved by the PSALM Board is provided below, unless otherwise amended:⁸

(xi) **DISPUTED BILLS**

⁸ Please see the latest PSALM's credit and collection policies duly approved by the PSALM Board under 6.10 a to h of the PSALM-ANTECO CSEE.

6.11 Should there be any dispute on bills, any such dispute would be considered as waived unless CUSTOMER questions the same in writing within sixty (60) days from CUSTOMER's receipt thereof. On a "best-efforts basis", PSALM commits to resolve such disputed bills within a period of sixty (60) days upon PSALM's receipt of said disputed bills' complete supporting documents, from the date of filing of the claim.

(xii) **OVERDUE ACCOUNT**

6.15 In the event that a power bill remains unpaid within five (5) days after its due date, PSALM has the option to call on or draw against the Security Deposit as provided for under Section 5 (Security Deposit) of this Contract.

6.16 Any power bill or account of CUSTOMER not paid on due date shall bear a floating rate of interest computed from the first day after it becomes due and payable, based on the highest non-prime lending rate of PSALM's depository banks for every quarter ending March, June, September and December of each year. Interest on overdue accounts shall be computed based on a 360-day year.

6.17 A restructuring agreement of the overdue account shall be executed by the CUSTOMER, with the following salient terms and conditions:⁹

(xiii) **DEDUCTION DUE TO FORCE MAJEURE**

9.6 PSALM shall have a maximum of seventy-two (72) hours from the time a force majeure event prevented it from supplying electricity and perform its other obligations under the Contract to resume supply. CUSTOMER shall not be entitled to interruption adjustment for such period, unless interruptions exceed seventy-two (72) hours and the CUSTOMER failed to fully take or consume its Contract Energy.

(xiv) **CONTRACT TERMINATION**

9.11 Either party will have the right to terminate this Contract upon failure of the other to perform its obligation under this Contract, provided that the party at fault will have to pay all its outstanding account and reimburse the costs incurred by the other party as a result of the termination.

(xv) **EFFECTIVITY**

9.20 This Agreement shall be executed in counterparts and shall be effective when at least one counterpart shall

⁹ Please see the detailed list of terms and conditions under 6.17.1 to 6.17.12 of the PSALM-ANTECO CSEE.

have been executed by one of the parties herein, and each set of counterparts shall constitute one single and binding agreement.

15. The **PSALM-VECO CSEE**¹⁰ contains the same provisions as above and the only substantial differences consist of (i) those found in Annex I of the PSALM-VECO CSEE (which reflects the Contracted Energy and the corresponding Equivalent Demand) and (ii) the amendment of Section 3.1 on Contract Duration.

The PSALM-ILECO II LOA

16. ILECO II previously executed a CSEE with PSALM (the “PSALM-ILECO II CSEE”) covering the period from 26 December 2020 to 25 December 2021, which was submitted for approval to this Honorable Commission under ERC Case No. 2021-078 RC.

17. In its Letter of Intent (“LOI”) dated 23 September 2021,¹¹ ILECO II requested for an increase in its Equivalent Demand and Contract Energy from 26 September 2021 to 25 December 2021. PSALM is amenable to the said increase. However, due to the belated submission of its LOI, the proposed increase in Equivalent Demand and Contract Energy took effect on 26 October 2021 only. Thus, the parties executed the PSALM-ILECO II LOA.

ILECO II’s LOI is attached hereto as **Annex “D.”**

18. The revisions introduced by the PSALM-ILECO II LOA are those found in Annex I of the PSALM-ILECO II CSEE (which reflects the Contracted Energy and the corresponding Equivalent Demand).

19. It is further understood that the PSALM-ILECO II LOA shall be an integral part of the PSALM-ILECO II CSEE, and the terms and conditions not otherwise affected by the above-mentioned amendment shall remain valid and effective.

20. The summaries of the Contracted Energy, Equivalent Demand, and Load Factor of the CSEEs and LOA subject of this Application are attached hereto as **Annexes “E” to “E-2”**.

21. Further, in compliance with Section 2, Rule 6 (Pre-Filing Requirements) of this Honorable Commission’s Resolution No. 01, Series of 2021,¹² and in support of the instant Application for the CSEEs’ approval, a copy of the instant Application (including

¹⁰ See Annex “B-1” hereof.

¹¹ Received by PSALM on 24 September 2021.

¹² A Resolution Adopting the Revised Rules of Practice and Procedure of the Energy Regulatory Commission.

Annexes) was furnished to the offices of the City Mayor and the *Sangguniang Panlungsod* of Quezon City (**Annexes “F” and series**). The Application (excluding Annexes) was also published in a newspaper of general circulation (**Annexes “G” and series**).

PSALM is exempted from joining the mandatory CSP in the procurement of power supply

22. This Honorable Commission recognized that PSALM is exempted from joining the mandatory CSP in the procurement of power supply. In a letter dated 20 September 2016, this Honorable Commission said that PSALM need not participate in the CSP due to the nature of its operations.

A copy of the Honorable Commission’s letter dated 20 September 2016 is attached hereto as **Annex “H.”**

23. This Honorable Commission also recognized PSALM’s exemption from joining the CSP in its Decisions in ERC Case No. 2016-186 RC¹³ and ERC Case No. 2019-040 RC.¹⁴ Moreover, in its Decision in ERC Case No. 2019-040 RC, this Honorable Commission referred to Section 2 of the Department of Energy’s Department Circular No. 2018-02-0003¹⁵ to further justify PSALM’s exemption from joining the CSP.

ALLEGATIONS IN SUPPORT FOR THE ISSUANCE OF PROVISIONAL AUTHORITY

24. PSALM acknowledges that the continued operation of the DUs is indispensable to the economic efficiency of the franchise area they service, not to mention the ripple effect of that efficiency to the economic growth of the entire country. In order for these DUs to continue lawfully drawing electricity from the grid, it is imperative that they enter into agreement/s with PSALM as Supplier for the supply of electricity, through a contract of sale for electricity, hence the respective CSEEs and LOA.

25. A grant of Provisional Authority (“PA”) or Interim Relief to execute the CSEEs and LOA subject of this Application will ultimately redound to the benefit of end consumers

26. Attached as **Annex “I”** is the Judicial Affidavit of Engr. James Marvin A. Mamaradlo, the Acting Department Manager of the

¹³ Dated 24 October 2017.

¹⁴ Dated 21 July 2021.

¹⁵ Entitled “*Adopting and Prescribing the Policy for the Competitive Selection Process in the Procurement By the Distribution Utilities of Power Supply Agreement for the Captive Market.*”

Electricity Trading Department under PSALM's Privatization and Asset Management Group, attesting to the truth of the above matters.

27. Pursuant to ERC Rules of Practice and Procedure, this Honorable Commission may exercise its discretion by granting a PA or an Interim Relief prior to a final decision.

28. It is understood that the PA or Interim Relief sought by Applicant PSALM, which may be granted by this Honorable Commission, shall be subject to adjustments and other conditions that this Honorable Commission may impose after its hearing and final determination.

PRAYER

WHEREFORE, Applicant PSALM most respectfully prays that this Honorable Commission **APPROVES** the CSEEs duly negotiated with ANTECO and VECO as well as the LOA duly negotiated with ILECO II. It is likewise prayed that a **PA BE ISSUED** authorizing PSALM to implement the subject CSEEs and LOA with the concerned DUs in the Visayas Grid.

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

Quezon City for Pasig City, 04 February 2022.

-signatories on the following page-

**POWER SECTOR ASSETS AND LIABILITIES
MANAGEMENT CORPORATION**

24th Floor, Vertis North Corporate Center 1,
Astra corner Lux Drives, Vertis North, North Avenue,
1105 Quezon City Philippines Telefax No. (+632) 82484853
Email address: mardelacruz@psalm.gov.ph



MARIA ILYN C. GERONIMO-ALBITO

Officer-In-Charge of the Legal Group

Roll of Attorneys No. 58287

IBP O.R. No. 178998 / 01.05.2022 / RSM Chapter

MCLE Compliance No. VI-0020686 / 03.05.2019

Email address: migalbito@psalm.gov.ph



FREDERICK R. TAMAYO

Corporate Legal Counsel

Roll of Attorneys No. 46115

IBP O.R. No. 178997 / 01.05.2022 / Bulacan

MCLE Compliance No. VI-0025869 / 04.29.2019

Email address: frtamayo@psalm.gov.ph



EMIL S. CUYUGAN

Corporate Attorney

Roll of Attorneys No. 67604

IBP Lifetime No. 038717 / 04.04.2018 / Makati City

MCLE Compliance No. VI-0025452 / 05.09.2019

Email address: escuyugan@psalm.gov.ph



IVAN DARWIN G. ZAMORA

Corporate Attorney

Roll of Attorneys No. 72142

IBP O.R. No. 178996 / 01.05.2022 / RSM Chapter

MCLE Compliance No. VI-0025466 / 04.15.2019

Email address: idgzamora@psalm.gov.ph

Republic of the Philippines)
Quezon City, Metro Manila) S.S.

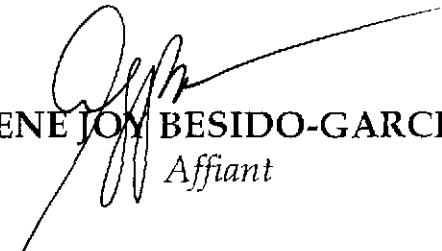
**VERIFICATION AND
CERTIFICATION AGAINST NON-FORUM SHOPPING**

I, **IRENE JOY BESIDO-GARCIA**, of legal age, married, with office address at the Power Sector Assets and Liabilities Management (“PSALM”) Corporation, 24th Floor, Vertis North Corporate Center 1, Astra corner Lux Drives, North Avenue, Quezon City, after having been duly sworn to in accordance with law, do hereby depose and state for myself and for PSALM, that:

1. I am the designated President and Chief Executive Officer of PSALM with authority to commence, initiate, sign and file the foregoing Application entitled, *“In the Matter of the Application for Approval of the Contracts for the Supply of Electric Energy with Antique Electric Cooperative, Inc. and Visayan Electric Company, Inc., and a Letter of Agreement with Iloilo II Electric Cooperative, Inc. Located in the Visayas Grid, with Prayer for Issuance of Provisional Authority”* pursuant to PSALM Board Resolution Nos. 2018-0525-01 and 2021-0623-01 in relation with PSALM Board Resolution No. 04-38 as well as PSALM Board Resolution Nos. 2021-0728-05 and 2021-1027-03;
2. I have read the Application and the allegations therein are true and correct based on my personal knowledge or the authentic records available to PSALM;
3. The Application is not filed to harass, cause unnecessary delay, or needlessly increase the cost of litigation;
4. The factual allegations in the Application have evidentiary support or, if specifically so identified, will likewise have evidentiary support after a reasonable opportunity for discovery;
5. I or PSALM have not commenced any other action or proceeding involving the same issues in the Supreme Court, the Court of Appeals or any court, tribunal, or quasi-judicial agency and, to the best of my knowledge, no such other action or claim is pending therein; and

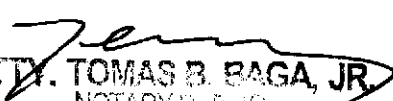
6. If I or PSALM should hereinafter learn that the same or a similar action or claim has been filed or is pending in the Supreme Court, the Court of Appeals or any court, tribunal, or quasi-judicial agency, I shall report the said fact within five (5) days from discovery thereof to the Honorable Commission.

IN WITNESS WHEREOF, I have hereunto affixed my signature this day of FEB 04 2022 at Quezon City, Metro Manila.


IRENE JOY BESIDO-GARCIA
Affiant

SUBSCRIBED and SWORN TO before me this day of FEB 04 2022, with affiant **IRENE JOY BESIDO-GARCIA** having presented to me her Philippine Passport I.D. No. P0087701B, issued at DFA Manila on 03 January 2019, valid until 02 January 2029, as competent and reliable evidence of his identity.

Doc. No. 301 ;
Page No. 02 ;
Book No. 111 ;
Series of 2022.


ATTY. TOMAS B. BAGA, JR.
NOTARY PUBLIC
EXTENDED TO JUNE 30, 2022
ADM. NO. NP-017 (2020-2021)
ATTYS. ROLL NO. 13003
LIS. NO. 136177/2-5-2021
PTR. NO. OP 0024050, 1/19/21 COT.
MCLE NO. VI-0028822
RCM BLDG. TIMOG CCR. PANAY AVE. Q.C.