

RENEWABLE POWER SUPPLY AGREEMENT
(As Amended on 25 October 2021)

This Agreement made and entered into this _____ day of _____ by and between:

ANGELES ELECTRIC CORPORATION (AEC), a Distribution Utility (DU) duly organized and existing under Philippine laws, franchised under Republic Act No. 9381 to distribute electricity in Angeles City, Pampanga, with office address at Don Juan D. Nepomuceno Avenue corner Teresa Avenue, Nepo Center, Cutcut, Angeles City, Pampanga, represented here by its President, **MA. RITA JOSEFINA V. CHUA**,

- and -

_____, (___), a corporation duly organized and existing under Philippine law, with office address at _____, represented by its President, _____, hereinafter referred to as the **RE Supplier**.

WITNESSETH

WHEREAS, AEC is a mandated participant under the Renewable Portfolio Standards (RPS), and is required under DOE's **RPS Rules for On-Grid Areas**¹ to source a certain percentage of its wholesale power requirements from eligible RE resources; and

WHEREAS, AEC conducted a Competitive Selection Process in accordance with DOE's **Policy for the Competitive Selection Process (CSP) in the Procurement by Distribution Utilities of Power Supply Agreement for the Captive Market**², and has selected the offer of the RE Supplier to be the least cost and compliant with the terms set by AEC in the bid documents.

WHEREFORE, for and in consideration of the foregoing premises, the Parties execute this **Renewable Power Supply Agreement** under the following terms and conditions:

I. General Provisions

- 1.1. **Commencement Date** – This Agreement shall commence on 26 March 2023, or upon *approval* by the Energy Regulatory Commission (ERC), whichever comes later. **If the ERC approval comes later than 26 March 2023, the contract term shall be adjusted accordingly.**
- 1.2. **Cooperation Period** – This Agreement shall commence on 26 March 2023, or upon its approval by ERC, whichever comes later, and shall expire ten (10) years from its Commencement Date.
- 1.3. **Nature of Supply** - RE Supplier shall supply Renewable Energy from its *Nominated RE Facility* to cater to the daytime peak hour power requirements of AEC from 6:00am to 6:00 pm.

¹ DOE Department Circular No. DC2017-12-0015

² DOE Department Circular No. DC2018-02-0003

- 1.4. **Quality of Supply** - The quality of supply made available to AEC at the point of delivery shall, at all times, comply with the Technical Requirements and the applicable provisions of the Philippine Grid Code and the Philippine Distribution Code. Should AEC find otherwise, it shall notify RE Supplier of the same ("notice of non-compliance"). RE Supplier shall have 7 calendar days from receipt of notice of non-compliance to verify AEC assessment of the quality of the supply and undertake the necessary corrective action.
- 1.5. **Contracted Quantity** - The contracted quantity in kilowatt-hours, hereinafter referred to as the *Bilateral Contract Quantity (BCQ)*, shall be in accordance with the Schedule stipulated in **Annex "A"** hereof. This notwithstanding, this Agreement is a *Take-and-Pay Agreement*. AEC shall pay only for the *BCQ* delivered.
- 1.6. **Nomination Protocol** – The *Nomination Protocol* for declaring the *BCQ* shall be as stipulated in **Annex "B"** hereof.
- 1.7. **Connection Node** – The *Connection Node*, where the Connection Assets of the *Nominated RE Facility* of RE Supplier connects to the Transmission Grid or Distribution System, shall be as described in **Annex "C"** hereof.
- 1.8. **Delivery Point** – The *Delivery Point*, where custody and control of *BCQ* passes to AEC, shall be as designated in **Annex "D"** hereof.
- 1.9. **Metering Point** – The *Metering Point*, where the *BCQ* is measured and used as basis for billing purposes, shall be as designated in **Annex "E"** hereof.
- 1.10. **Metering Service Provider (MSP)** – The *MSP*, who shall be solely responsible for measuring the *BCQ* delivered, shall be as stipulated in **Annex "F"** hereof.
- 1.11. **Meter Reading Date and Time** – The meter reading date and time under this Agreement shall be as stipulated in **Annex "G"** hereof.
- 1.12. **Contract Price** – The *Purchase Price* shall be in Philippine Peso currency for the *BCQ* delivered and shall be in accordance with the Schedule specified in **Annex "H"** hereof.

II. Billing and Settlement

- 2.1. **Billing Statement** – RE Supplier shall deliver its *Billing Statement* to AEC not later than the 5th day of the immediately succeeding month following the *Meter Reading Date*.
- 2.2. **Payment Due Date** - The *Payment Due Date* shall fall on the 25th day of immediately succeeding month following the *Meter Reading Date* without need of further written or oral demand. AEC shall settle the Billing Statement by depositing the payment to RE Supplier's designated bank account. Upon full payment thereof by AEC, RE Supplier shall issue a B.I.R. registered Official Receipt evidencing full settlement of the *Billing Statement*.
- 2.3. **Past Due Amount** - Any amount in the Billing Statement not paid on or before its *Payment Due Date* shall become a *Past Due Amount* and shall earn an interest at the rate of % per month on such *Past Due Amount* until fully paid. (***Bidder is to indicate a proposed interest rate here***)

- 2.4. **Prompt Payment Discount (PPD)** – Should AEC settle the Billing Statement within 10 days from receipt thereof, but not later than the 15th day of the immediately succeeding month following the *Meter Reading Date*, RE Supplier shall grant a PPD equivalent to % of the Peso amount promptly paid. RE Supplier shall reflect the PPD earned by AEC in a Credit Memo to be attached to the next billing statement. AEC may use the PPD earned to offset any amounts in future billing statements. (*Bidder may proposed a PPD rate here*)
- 2.5. **Payment Under Protest** – AEC shall in writing bring to the attention of the RE Supplier any error it notices in the Billing Statement within seven (7) days from receipt thereof. RE Supplier shall resolve the matter within seven (7) days from notice. If RE Supplier finds AEC's observations meritorious, it shall correct the error in a Debit/Credit Memo and deliver the same to AEC within the seven (7) day period. Otherwise, RE Supplier shall advise AEC in writing that its Billing Statement is correct. If AEC still disagrees with the RE Supplier's findings, it may *Pay under Protest*, stating the grounds why the Billing Statement is erroneous. RE Supplier shall resolve AEC's *Protest* within 30 days from notice. If AEC still disagrees with the RE Supplier's resolution of its *Protest*, it may file a dispute resolution case with ERC.

III. RE Certificates

- 3.1. **RE Certificates** – AEC shall be entitled to the RE Certificates generated by the *Nominated RE Facility* that were declared as *BCQ*. RE Supplier shall grant AEC access to the *Metering Quantity (MQ)* of the *Nominated RE Facility*. AEC may then use the RE Certificates for compliance of its RPS obligations or sell any excess RE Certificates to the *RE Market*.

IV. Conditional Obligations

- 4.1. **Conditions Subsequent** – Failure of RE Supplier to comply with any of the following *conditions subsequent* shall constitute a ground for AEC to rescind this Agreement and forfeit the *Performance Bond* in favor of AEC:
- a. Jointly file with AEC the application, and comply with the Pre-Filing requirements, for approval of this Agreement before the Energy Regulatory Commission (ERC);
 - b. Financial closing for the *Nominated RE Plant* not later than 6 months immediately prior to *Commencement Date*;
 - c. Acquisition of necessary land area where *Nominated RE Plant* is to locate not later than 6 months immediately prior to *Commencement Date*.
- 4.2. RE Supplier shall be penalized at the rate of P5/kWh times the contract energy per day of delay from *Commencement Date* to be taken from its *Performance Bond*.

V. Force Majeure Event

- 5.1. **Force Majeure Event** - Force Majeure Event means, with respect to any party, any event or circumstance or combination of events or circumstances not within the control of the affected party and which by the exercise of due diligence, the affected

party is not reasonably able to prevent or overcome. Examples of Force Majeure Events include the following:

- (a) Acts of God, including but not limited to epidemics, landslides, earthquakes, cyclones, floods and washouts;
- (b) Acts of the enemy including but not limited to wars, blockades or insurrections;
- (c) Riots, terrorism, and civil disturbance;
- (d) Laws, rules, regulations, orders or decrees of any Governmental Agency, not resulting from any wrongful act or omission of the affected party; or
- (e) The exercise of any emergency power by any Government Agency.

5.2. **Exclusions from Force Majeure Events** - The following matters shall not constitute Force Majeure Events:

- (a) Lack of or inability to use funds for any reason;
- (b) Industrial disputes solely involving the affected party's workforce;
- (c) Any occurrence which results from the wrongful act or wrongful omission of the affected party or the failure by the affected party to act in a prudent and proper manner (which may include the obligation to ensure that other parties provide services and perform obligations) and in accordance with Good Industry Practice; and
- (d) Any failure by the affected party to reach agreement with a third party.

5.3. **Effect on obligations** - If a party is unable, by reason of the occurrence of a *Force Majeure Event*, to perform any obligation under this Agreement on time and as required wholly or in part (not being an obligation to pay money), then that obligation is suspended, so far as the affected party's ability to perform it is affected by that Force Majeure Event.

5.4. **Extension** - If this Agreement requires an obligation to be performed or a thing to be achieved by a specified date, that date will be extended by a period of time equal to the period of time during which the performance of that obligation is suspended under clause 5.3. above.

5.5. **Obligation to notify** - If a party becomes aware of a circumstance, which the party reasonably considers constitutes or is likely to constitute or result in a *Force Majeure Event*, then that party must:

- (a) As soon as reasonably practicable, after becoming aware of the circumstance (but not more than two Business Days later), give the other party notice of the circumstance and of the obligations under this Agreement, which have been or will be, or are likely to be, affected by that circumstance; and

(b) Keep the other party informed, both at reasonable intervals and upon request by the other party, as soon as practicable, following the receipt of that request, of:

(i) The affected party's estimate of the likely duration of the *Force Majeure Event*;

(ii) The action taken and the action proposed to be taken by the affected party in complying with its obligations under clause 5.6. below;

(iii) The cessation of the *Force Majeure Event* or the successful mitigation or minimisation of the effects of the *Force Majeure Event*; and

(iv) Any other matter which the other party reasonably requests in connection with the occurrence of the *Force Majeure Event*.

5.6. **Obligation to mitigate** - If a *Force Majeure Event* occurs, then the party whose performance is affected must, as soon as practicable after the occurrence of that *Force Majeure Event*, use reasonable endeavours to overcome that *Force Majeure Event* and minimize any resulting delay in the performance of its obligations under this Agreement.

5.7. **Suspension and extension** - The period of suspension under this section does not include any delay in the performance of the affected obligation which is attributable to a failure by the affected party to comply with clause 5.6. above.

5.8. **Notice Requirements** - All notices must be in English addressed to the designated recipient authorized to receive such notices at the postal address or email address set out below:

To RE Supplier:	
Office Address:	
Attention:	
Email Address:	
To AEC:	
Office Address:	
Attention:	
Email Address:	

5.9. **Receipt** - Without limiting any other means by which a party may be able to prove that a notice has been received by the other party, a notice will be considered to have been received:

(a) If sent by personal service, proof of receipt by the office of the recipient;

(b) If sent by registered mail, proof of receipt indicated in the return card; or

(c) If sent by e-mail, acknowledgment by recipient or transmission report generated by the sender's computer or its print-out indicating that the e-mail was sent to the recipient's e-mail address,

But if a notice is served by personal service, or is received by the recipient's computer, on a day that is not a Business Day, or after 5:00 pm on a Business Day, the notice will be considered to have been received by the recipient at 9.00 am on the next Business Day.

VI. Dispute Resolution Process

6.1. Dispute Resolution Process - The parties agree that:

- (a) If a dispute arises, a party may not commence any court or arbitration proceedings relating to the dispute, except to seek urgent interlocutory relief, unless it has complied with this *Dispute Resolution Process*;
- (b) A party claiming that a dispute has arisen must give written notice to the other party specifying the nature of the dispute;
- (c) On receipt of that notice by that other party, the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, independent expert evaluation or determination or similar techniques agreed by them;
- (d) If the parties do not agree within 7 days of receipt of the notice (or any other period agreed in writing by them) concerning:
 - (i) The dispute resolution technique and procedures to be adopted;
 - (ii) The timetable for all steps in those procedures; and
 - (iii) The selection and compensation of the neutral person required for the technique,

The parties may refer the dispute to arbitration by an independent arbitrator selected by the parties. If the parties cannot agree upon the arbitrator within 14 days, the Philippine Institute of Arbitrators will select the arbitrator and determine the arbitrator's compensation.

- 6.2. **Arbitration** - Any arbitration under clause 29 above will be conducted in Metro Manila or in Angeles City, Pampanga in accordance with the pertinent provisions of Republic Act No. 9285, otherwise known as the Alternative Dispute Resolution Act of 2004.

VII. Default, Termination and Suspension

- 7.1. **Default by RE Supplier** - AEC may give the RE Supplier a notice (*Supplier Default Notice*) if:
 - (a) RE Supplier does not perform, or is in breach, of its RE supply obligations under this Agreement; or
 - (b) An Insolvency Event occurs in respect of the RE Supplier which has not ceased to subsist.

7.2. **Cure period for RE Supplier** - If the default or event which entitled the Customer to give the Supplier Default Notice continues to subsist for:

(a) Thirty (30) days Business Days or such longer period as is reasonable (as reasonably agreed between the parties) in the case of any default under clause 7.1. (a) above; or

(b) Five (5) Business Days in the case of a default under clause 7.1 (b) above,

AEC may then, at any time following the expiration of the applicable period referred herein to give RE Supplier a notice terminating this Agreement.

7.3. **Default by AEC - RE Supplier may give AEC notice (Customer Default Notice) if:**

(a) AEC does not pay RE Supplier any due and demandable amount payable by it under this Agreement;

(b) AEC does not perform its other obligations under this Agreement (other than an obligation to pay money) being a failure to perform, which was not caused by a breach of this Agreement or other act or omission by the RE Supplier; or

(c) An Insolvency Event occurs in respect of AEC.

7.4. **Cure period for AEC** - If the default or event which entitled RE Supplier to give AEC a Customer Default Notice continues to subsist for:

(a) **Fifteen (15) Business Days**, in case of default under clause 7.3(a);

(b) **Thirty (30) days** or such longer period as is reasonable (as reasonably agreed between the parties) in case of any default under clause 7.3 (b); or

(c) **Five (5) Business Days**, in the case of a default under clause 7.3. (c),

Then RE Supplier may, at any time following the expiration of the relevant period, give AEC a notice terminating this Agreement.

7.5. **Cure of default** - Despite clauses 7.1. and 7.3., if the default or event giving rise to the right of a party to give a notice under either of those clauses ceases to subsist, or the relevant default is remedied within the cure period, 7.2 then that notice ceases to be of any effect.

7.6. **Effective date** - Termination pursuant to a notice given under clauses 7.1. and 7.3. takes effect on the later of the thirty (30) Business Days following the date on which the notice is received, and the date specified in that notice.

7.7. **Consequences of Termination** - If a party terminates this Agreement in accordance with this Clause VII, then following that termination and subject to the liability

clauses below, the terminating party is entitled to treat this Agreement as being at an end and recover damages.

7.8. **Accrued rights and obligations** - Termination or expiration of this Agreement for any reason does not affect:

(a) Any rights of a party against the other party which:

- (i) Arose prior to the time at which such termination or expiration occurred; and
- (ii) Otherwise relates to or may arise at any future time from any breach or non-observance of obligations under this Agreement occurring prior to the termination or expiration; or

(b) The rights and obligations of the parties under **Liability** and **Confidentiality** clauses.

7.9. **Suspension** - If RE Supplier gives a Customer Default Notice in accordance with clause 7.1. (a), then RE Supplier may, without limiting any other right which it may have against AEC (including its right to terminate under clause 7.6., by notice to the Customer, suspend the power supply which it would otherwise be obliged to supply under this Agreement.

A suspension under this clause 7.9. will continue until AEC has paid all amounts owing by it under this Agreement at that time (including all interest accrued on those amounts).

7.10. **Limitation of liability** - Each party agrees that:

(a) No party is liable to the other party for any loss arising from any breach of this Agreement, other than for loss directly resulting from that breach and which at the date of this Agreement or any amendment to this Agreement was reasonably foreseeable from such breach in respect of physical damage to the property of the other party; and

(b) No party is in any circumstances liable in respect of any breach of this Agreement to the other party for:

- i. any loss of profit, loss of revenue, loss of use, loss of contract, loss of goodwill, or increased cost of working; or
- ii. any indirect or consequential loss; or
- iii. loss resulting from the liability of the party to any other person howsoever and whensoever arising.

7.11. **Effect** - Each provision of this clause VII will be construed as a separate and severable contract term and survives the termination of this Agreement.

VIII. Assignment

8.1. **Assignment** - No party may assign all or any of its rights under this Agreement without the prior consent of the other party, which consent must not be

unreasonably withheld or delayed. Any purported assignment, mortgage, charge or encumbrance in breach of this clause is void and of no effect.

- 8.2. **Consent** - Consent may be reasonably withheld to an assignment if the proposed assignee is not financially, technically or legally capable of performing the obligations of the relevant party under this Agreement.
- 8.3. **Effect of assignment to third party** - If a party assigns all its rights in accordance with this Agreement:
- (a) It must ensure that the assignee enters into a deed in form and substance satisfactory to the other party under which the assignee assumes all of the obligations and liabilities of the assigning party arising prior to the assignment and not then performed or discharged; and
 - (b) Subject to the deed of assignment having been entered into and becoming fully effective, the assigning party will thereupon be released from the obligations liable to be performed by it under this Agreement, but will remain obliged to perform its obligations and discharge its liabilities arising prior to the assignment and not then performed or discharged.
- 8.4. **Security Interests** - Any party giving a Security Interest over its rights continues to be bound by and is not released from any of its obligations or discharged from any of its liabilities under this Agreement.
- 8.5. **Assignment to a Related Body Corporate** - Any party may assign all of its rights under this Agreement to any of its affiliated corporation of that party without consent, provided that it can demonstrate to the reasonable satisfaction of the other party that the affiliate corporation is majority-owned by the assigning party and the assignee has the financial, technical and legal capacity to perform all of the assigning party's obligations under this Agreement.

If a party assigns any of its rights under this Agreement to an affiliate corporation, then that party must:

- (a) Within 10 Business Days following the date of the assignment notify all the other parties of the identity of the assignee and its relationship to that party; and
 - (b) If the affiliate corporation to whom its rights have been assigned ceases to be an affiliate of that party, ensure that all the rights assigned to that affiliated corporation are assigned to that party or another affiliate corporation of that party prior to the date of that cessation.
- 8.6. **Successors** - This Agreement binds the successors of any party.

IX. Changes in Law

- 9.1. **Changes in Law** - If directly due to one or more Changes in Law, including Regulatory Intervention, the RE Supplier's costs directly attributable to the operation or

maintenance of the *Nominated RE Plant* are increased or decreased, then this clause IX applies.

- 9.2. If a party wishes to claim a Change in Law under this clause, then it must give notice to the other party as soon as reasonably practicable after becoming aware of the change. Any notice served under this clause must give details of:
- (a) The Change in Law;
 - (b) The effects on RE Supplier; and
 - (c) Whether or not, and if so how, the RE Supplier is beneficially or adversely affected by the Change in Law.
- 9.3. Within 40 Business Days of the notice being served under clause 9.2., the parties must meet and endeavour to agree on what amendments need to be made to this Agreement through the Purchase Price to put the RE Supplier into the same financial position as it would have been before the Change in Law. If the parties cannot agree on these matters, the provisions of clause VI (*Dispute Resolution Process*) will apply.

X. Warranties

- 10.1. **Warranties** - Each party represents and warrants to the other party that:
- (a) It has and will continue (for as long as it has any obligation or liability under this Agreement) to have, the requisite power and authority to enter into and perform its obligations and discharge its liabilities under this Agreement; and
 - (b) This Agreement and the obligations created by it will, on execution, bind the party.
- 10.2. **Warranties by RE Supplier** - RE Supplier represents and warrants to AEC that:
- (a) RE Supplier has title to all *BCQ* supplied to AEC at the *Delivery Point*;
 - (b) The electricity is free from any lien or adverse claim which may affect the ability of the RE Supplier to transfer title to that *BCQ* to AEC at the *Delivery Point*.

XI. Non-Disclosure Agreement

- 12.1. **Confidential Information** - All information exchanged between the parties which is stipulated to be confidential under this Agreement or during the negotiations preceding this Agreement is confidential to them and may not be disclosed to any person except:
- (a) To persons that are dealing with this Agreement or matters arising from or related to this Agreement in the service or employment of or retained by the party receiving or holding that information; or
 - (b) To legal advisers, auditors and other consultants of the party or its affiliates requiring the information for the purposes of this Agreement; or

- (c) With the consent of the party who supplied the information which consent may be given or withheld in its absolute discretion; or
- (d) If the information is, at the date this Agreement is entered into, lawfully in the possession of the recipient of the information through sources other than the party who supplied the information; or
- (e) If required by law or a stock exchange; or
- (f) If strictly and necessarily required in connection with legal proceedings relating to this Agreement; or
- (g) If the information is available for inspection on a public register other than as a result of breach of confidence by the person receiving the information; or
- (h) To any lending or financial institution which has made, or is considering making, financial accommodation available to or is otherwise engaged by that party or an affiliate of that party, subject to such institution first undertaking for the benefit of each other party to be bound by confidentiality provisions substantially the same as those contained in this Confidentiality clause (except that information may be disclosed to the persons in the service or employment of or retained by the lending or financial institution who are dealing with the financial accommodation or possible financial accommodation).

11.2. This Confidentiality clause survives for five years following the date of termination of this Agreement.

XII. Waiver and Exercise of Rights

12.1. **Exercise of rights** - A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by a party does not prevent a further

exercise of that or of any other right, power or remedy. Failure by a party to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

- 12.2. **Rights Cumulative** - The rights, remedies and powers of the parties under this Agreement are cumulative and do not exclude any other rights, remedies or powers.
- 12.3. **Waiver of Rights** - A waiver by a party of a provision of, or of a right under this Agreement, is binding on the party granting the waiver only if it is given in writing and is signed by the party or an authorized officer of the party granting the waiver.
 - a. A waiver is effective only in the specific instance and for the specific purpose for which it is given.
 - b. A single or partial exercise of a right by a party does not preclude another exercise or attempted exercise of that right or the exercise of another right.
 - c. Failure by a party to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.

XIII. Miscellaneous Provisions

- 13.1. **Publicity** - A party may not make press or other announcements or releases relating to this Agreement and the transactions the subject of this Agreement without the approval of the other party in the form and manner of the announcement or release unless that announcement or release is required to be made by law, administrative rule or by a stock exchange.
- 13.2. **Severance** - If the whole or any part of this Agreement is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of this Agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. However, this severability clause 13.2 has no effect if the severance alters the basic nature of this Agreement or is contrary to public policy.
- 13.3. **Entire Agreement** - This Agreement is the entire agreement of the parties about the subject matter of this Agreement and supersedes all other representations, negotiations, arrangements, understandings or agreements and all other communications albeit written or oral. No party has entered into this Agreement relying on any representations made by or on behalf of the other, other than those

expressly made in this Agreement and any other agreements entered into by the parties in connection with this Agreement.

- 13.4. **Further assurances** - Each party must, at its own expense, whenever reasonably requested by the other party, promptly do or arrange for others to do, everything reasonably necessary to give full effect to this Agreement.
- 13.5. **Costs** - Each party must pay its own costs in respect of this Agreement and the documents and transactions contemplated by this Agreement.
- 13.6. **Governing law** - This Agreement and the transactions contemplated by this Agreement are governed by the law in force in the Philippines.
- 13.7. **Jurisdiction** - Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Philippines and courts of appeal from them for determining any dispute concerning this Agreement or the transactions contemplated by this Agreement. Each party waives any right it has to object to an action being brought in those courts including, but not limited to claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

ANGELES ELECTRIC CORPORATION (AEC)	
By: Ma. Rita Josefina V. Chua President	

Annex "A"

Bilateral Contract Quantity (BCQ)*

HOUR OF DAY	Trading Interval	kWh
1:00am	00:00 – 01:00	
2:00am	01:00 – 02:00	
3:00am	02:00 – 03:00	
4:00am	03:00 – 04:00	
5:00am	04:00 – 05:00	
6:00am	05:00 – 06:00	20
7:00am	06:00 – 07:00	1,400
8:00am	07:00 – 08:00	4,900
9:00am	08:00 – 09:00	8,200
10:00am	09:00 – 10:00	11,020
11:00am	10:00 – 11:00	13,000
12:00pm	11:00 – 12:00	13,000
1:00pm	12:00 – 13:00	13,000
2:00pm	13:00 – 14:00	11,560
3:00pm	14:00 – 15:00	9,800
4:00pm	15:00 – 16:00	6,600
5:00pm	16:00 – 17:00	4,100
6:00pm	17:00 – 18:00	1,200
7:00pm	18:00 – 19:00	
8:00pm	19:00 – 20:00	
9:00pm	20:00 – 21:00	
10:00pm	21:00 – 22:00	
11:00pm	22:00 – 23:00	
12:00am	23:00 – 00:00	
DAILY TOTAL		97,800

*Note:

AEC can opt to nominate a BCQ higher than the quantities specified in the above Table; *Provided*, that AEC's nomination is done in accordance with a Nomination Protocol agreed upon by the contracting parties and specified in the PSA; *Provided Further*, that the nomination does not exceed **107%** of the **Total kWh/day**, which **may be applied to any of the intervals, including the 13,000 intervals**. For avoidance of doubt, all BCQ shall be paid at the Purchase Price.

Annex "B"

Nomination Protocol

Annex "C"

Connection Node

Annex "D"

Delivery Point

Annex "E"

Metering Point

Annex "F"

Metering Service Provider

Annex "G"

Meter Reading Date and Time

Annex "H"

Contract Price

Contract Year	Contract Price (Php/kWh)
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	