

29 March 2019

Securities and Exchange Commission

Secretariat Building, PICC Complex
Roxas Boulevard, Pasay City, Metro Manila

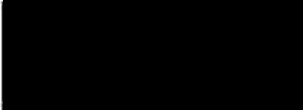
Authority to Examine Bank Accounts

I, **ERRAMON I. ABOITIZ**, President and Chief Executive Officer of **ABOITIZ EQUITY VENTURES INC.** (the "**Company**"), with office address at NAC Tower, 32nd Street, Bonifacio Global City, Taguig City, as the duly authorized officer of the Company, in compliance with the requirements of SRC Rule 12.1 in connection with the Registration Statement filed by the Company relative to the issuance and shelf registration of fixed-rate peso-denominated retail bonds up to the aggregate principal amount of THIRTY BILLION PESOS (Php 30,000,000,000.00) to be offered in one or several tranches (the "**Bonds**"), authorizes the Securities and Exchange Commission ("**SEC**") and its duly authorized representatives to access and inspect, subject to the terms of this Authorization, the relevant bank accounts of the Company and its subsidiaries.

This Authorization: (1) shall be for all banks, domestic or foreign, wherein the relevant accounts are maintained; (2) shall be continuous for as long as the registration of the Bonds is effective and the Bonds remain outstanding; and (3) shall be immediately effective upon the issuance by the Company, in favor of the appropriate department of the SEC, of the specific authority covering the relevant bank accounts of the Corporation and/or its subsidiaries, including the details thereof, pursuant to an order by the SEC *en banc*, duly issued for the purpose of: (a) verification by the SEC that the proceeds of the Offer are used (or have been used) in accordance with the representations of the Corporation and (b) that the terms and conditions for the issuance of the Bonds have been complied with. Any information provided by the Corporation pursuant to such order of the SEC *en banc* shall be held in strict confidence and shall be used solely for the foregoing purpose. This undertaking to comply with an order of the SEC *en banc* when so issued, shall be continuous for as long as the registration of the Bonds is effective and while the Bonds remain outstanding.

The Company hereby holds the SEC and its duly authorized representatives free and harmless from any and all complaints, causes of action and suits, civil and criminal, that may be filed in relation to the issuance of this authorization and undertaking, and the exercise by the SEC of its duty in relation hereto.

Very truly yours,



ERRAMON I. ABOITIZ
President and Chief Executive Officer

29 MAR 2019

SUBSCRIBED AND SWORN before me this _____, affiant exhibiting to me his _____

Doc No. 78 ;
Page No. 17 ;
Book No. I ;
Series of 2019.



Mailene M. de la Torre
Notary Public for Taguig City
Notarial Commission No. 51
Until December 31 2019
NAC Tower 32nd St. Bonifacio Global City, Taguig City
PTR No. A-4280116, January 07, 2019 Taguig City
IBP Lifetime Member No. 010379 Taguig City, Jan 06, 2018
Roll No. 55885
MCLE No. VI-0014710 November 13, 2018

DIRECTORS' CERTIFICATE

We, the undersigned members of the Board of Directors of ABOITIZ EQUITY VENTURES INC. (hereinafter, the "Company"), do hereby certify as follows:

1. At the special meeting of the Board of Directors held on March 7, 2019 at which meeting a quorum was present and acting throughout, the following resolutions were passed and approved by a majority of the Board of Directors:

WHEREAS, in a regular meeting held on January 29, 2019, the Board Directors of Aboitiz Equity Ventures Inc. (the "Company") authorized the Company to offer and issue fixed-rate peso denominated retail bonds up to an aggregate principal amount of PESOS: THIRTY BILLION (Php 30,000,000,000.00), to be registered under the shelf registration program of the Securities and Exchange Commission ("SEC"), to be issued in one or more tranches;

"RESOLVED, that the Board of Directors of Company authorize, as it hereby authorizes, the Company to offer and issue the first tranche of its Php30 billion fixed-rate retail bonds equivalent to Php3 billion and with an oversubscription option of up to Php2 billion (the Series "A" Bonds), at an offer price to be determined based on a book-building process and from discussions between the Company and the domestic underwriters;

RESOLVED FURTHER, that the Company's Management be authorized to evaluate and plan all aspects relating to the proposed offering of the Bonds, including the timing thereof;

RESOLVED FURTHER, that the Board of Directors hereby approve the disclosures in the Registration Statement and Offering Prospectus to be filed with the Securities and Exchange Commission ("SEC") and assume full responsibility for the information contained therein;

RESOLVED FURTHER, that the Company be authorized to submit the application for registration of the Bonds, including all exhibits and attachments required thereto, with the SEC;

RESOLVED FURTHER, that in connection with the foregoing, any one (1) of the following officers of the Company:

NAME	DESIGNATION
Mr. Erramon I. Aboitiz	President & Chief Executive Officer
Mr. Manuel R. Lozano	Senior Vice President/Chief Financial Officer/ Corporate Information Officer
Mr. Gabriel T. Mañalac	Senior Vice President and Group Treasurer
Ms. Maria Veronica C. So	Authorized Representative

Ms. Melinda R. Bathan	First Vice President - Controller
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be authorized, as each is hereby authorized for and in behalf of the Company to sign, execute, deliver and file the necessary documents, papers, certifications, such as, but not limited to the Preliminary Prospectus, Final Prospectus and Registration Statement with the SEC, and to do all acts and deeds as may be necessary to give effect to these resolutions;

RESOLVED FURTHER, that in addition to the foregoing, any one (1) of the following officers of the Company:

NAME	DESIGNATION
Mr. Manuel Alberto R. Colayco	Corporate Secretary
Ms. Mailene M. de la Torre	Assistant Corporate Secretary
Ms. Joanne L. Ranada	Assistant Corporate Secretary

be authorized, as each is hereby authorized for and in behalf of the Company to sign, execute, deliver and file the necessary certifications, in connection with the filing of the Registration Statement with the SEC, and to do all acts and deeds as may be necessary to give effect to these resolutions;

RESOLVED FINALLY, that the Board of Directors of the Company approve and ratify, as it hereby approves and ratifies any and all acts done by the Company's management or any of the foregoing authorized representatives of the Company in connection with the foregoing authority."

2. These board resolutions have not been revoked, amended or modified and remain valid and binding on the Company.
3. The above statements are in accordance with the records of the Company.

IN WITNESS WHEREOF, we have hereunto set our hand this 29 MAR 2019 at Taguig City, Philippines.

[Redacted Signature]

ENRIQUE M. ABOITIZ
Chairman of the Board

[Redacted Signature]

ERRAMON V. ABOITIZ
President and Chief Executive Officer

MIKEL A. ABOITIZ
Vice Chairman of the Board

[Redacted Signature]

SABIN M. ABOITIZ
Executive Vice President and Chief Operating Officer

ANA MARIA A. DELGADO
Director

[Redacted Signature]

EDWIN R. BAUTISTA
Director

[Redacted Signature]

JOSE C. VITUG
Independent Director

RAPHAEL P.M. LOTILLA
Independent Director

MANUEL R. SALAK III
Independent Director

Countersigned by:

[Redacted Signature]

MANUEL ALBERTO R. COLAYCO
Corporate Secretary ^{TOP}

SUBSCRIBED AND SWORN to before me this **March 29, 2019** at Taguig City, Philippines. Affiants, who are personally known to me, personally appeared before me and exhibited their Community Tax Certificates and the following as competent evidence of their identities:

NAME	COMPETENT IDENTIFICATION	DATE / PLACE ISSUED	EXPIRY DATE
Enrique M. Aboitiz			
Erramon I. Aboitiz			
Sabin M. Aboitiz			
Edwin R. Bautista			
Jose C. Vitug			
Manuel Alberto R. Colayco			

Doc. No. **85**;
 Page No. **18**;
 Book No. **J**;
 Series of 2019.



[Redacted]

Mariene M. de la Torre
 Notary Public for Taguig City
 Notarial Commission No. 61
 Until December 31, 2019
 NAC Tower, 12th St. Bonifacio Global City, Taguig City
 PTR No. A-4208016, January 07, 2019, Taguig City
 IBP Lifetime Member No. 010379, Taguig City, Jan 06, 2011
 Roll No. 55885
 MCLE No. VI-0014710, November 13, 2018

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

SECRETARY'S CERTIFICATE

I, **JOANNE L. RANADA**, a Filipino citizen, of legal age with office address at NAC Tower, 32nd Street, Bonifacio Global City, Taguig City, Metro Manila, Philippines, hereby state that:

1. I am the duly elected and qualified Assistant Corporate Secretary of **ABOITIZ EQUITY VENTURES INC.** (the "Company"), a corporation duly organized and existing under and by virtue of the laws of the Philippines with principal office address at 32nd Street, Bonifacio Global City, Taguig City, Metro Manila, Philippines.
2. At the special meeting of the Board of Directors held on March 7, 2019 at which meeting a quorum was present and acting throughout, the following resolutions were unanimously passed and approved:

WHEREAS, in a regular meeting held on January 29, 2019, the Board Directors of Aboitiz Equity Ventures Inc. (the "Company") authorized the Company to offer and issue fixed-rate peso denominated retail bonds up to an aggregate principal amount of PESOS: THIRTY BILLION (Php 30,000,000,000.00), to be registered under the shelf registration program of the Securities and Exchange Commission ("SEC"), to be issued in one or more tranches;

"RESOLVED, that the Board of Directors of Company authorize, as it hereby authorizes, the Company to offer and issue the first tranche of its Php30 billion fixed-rate retail bonds equivalent to Php3 billion and with an oversubscription option of up to Php2 billion (the Series "A" Bonds), at an offer price to be determined based on a book-building process and from discussions between the Company and the domestic underwriters;

RESOLVED FURTHER, that the Company's Management be authorized to evaluate and plan all aspects relating to the proposed offering of the Bonds, including the timing thereof;

RESOLVED FURTHER, that the Board of Directors hereby approve the disclosures in the Registration Statement and Offering Prospectus to be filed with the Securities and Exchange Commission ("SEC") and assume full responsibility for the information contained therein;

RESOLVED FURTHER, that the Company be authorized to submit the application for registration of the Bonds, including all exhibits and attachments required thereto, with the SEC;

RESOLVED FURTHER, that in connection with the foregoing, any one (1) of the following officers of the Company:

NAME	DESIGNATION
Mr. Erramon I. Aboitiz	President & Chief Executive Officer
Mr. Manuel R. Lozano	Senior Vice President/Chief Financial Officer/ Corporate Information Officer
Mr. Gabriel T. Mañalac	Senior Vice President and Group Treasurer
Ms. Maria Veronica C. So	Authorized Representative
Ms. Melinda R. Bathan	First Vice President - Controller

be authorized, as each is hereby authorized for and in behalf of the Company to sign, execute, deliver and file the necessary documents, papers, certifications, such as, but not limited to the Preliminary Prospectus, Final Prospectus and Registration Statement with the SEC, and to do all acts and deeds as may be necessary to give effect to these resolutions;

RESOLVED FURTHER, that in addition to the foregoing, any one (1) of the following officers of the Company:

NAME	DESIGNATION
Mr. Manuel Alberto R. Colayco	Corporate Secretary
Ms. Mailene M. de la Torre	Assistant Corporate Secretary
Ms. Joanne L. Ranada	Assistant Corporate Secretary

be authorized, as each is hereby authorized for and in behalf of the Company to sign, execute, deliver and file the necessary certifications, in connection with the filing of the Registration Statement with the SEC, and to do all acts and deeds as may be necessary to give effect to these resolutions;



RESOLVED FINALLY, that the Board of Directors of the Company approve and ratify, as it hereby approves and ratifies any and all acts done by the Company's management or any of the foregoing authorized representatives of the Company in connection with the foregoing authority."

3. The foregoing board resolutions are in accordance with the records of the Company.

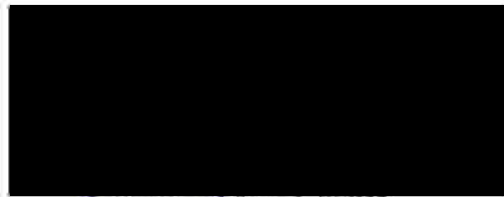
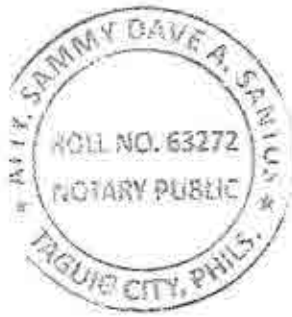
IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 15 MAR 2019 at Taguig City, Philippines.



Joanne L. Ranada
Assistant Corporate Secretary ^{TOP}

SUBSCRIBED AND SWORN to before me this 15 MAR 2019 at Taguig City, Philippines. Affiant, who is personally known to me, exhibited to me her 


Doc. No. 89 ;
Page No. A ;
Book No. IV ;
Series of 2019.



Atty. Sammy Dave A. Santos
Notary Public for Taguig City
Notary Commission No. 48
Jury December 31, 2019
NAC Tower, St. Bonifacio Global City Taguig City
PTR No. A-4208017, Taguig City, January 07, 2019
IBP O.R. No. 061323, January 08, 2019
Roll No. 63272
MCLE Compliance No. VI. 0016957

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

SECRETARY'S CERTIFICATE

I, **JOANNE L. RANADA**, a Filipino citizen, of legal age with office address at NAC Tower, 32nd Street, Bonifacio Global City, Taguig City, Metro Manila, Philippines, hereby state that:

1. I am the duly elected and qualified Assistant Corporate Secretary of **ABOITIZ EQUITY VENTURES INC.** (the "Company"), a corporation duly organized and existing under and by virtue of the laws of the Philippines with principal office address at 32nd Street, Bonifacio Global City, Taguig City, Metro Manila, Philippines.
2. At the special meeting of the Board of Directors held on March 7, 2019 at which meeting a quorum was present and acting throughout, the following resolutions were unanimously passed and approved:

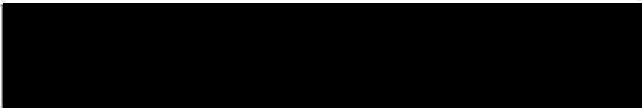
"RESOLVED, that the Board of Directors of Aboitiz Equity Ventures Inc. (the "Company") authorize, as it hereby authorizes, the Company to adopt the Fit and Proper Rule for the selection of its corporate directors and officers;



RESOLVED FURTHER, that Mr. Erramon I. Aboitiz, President and Chief Executive Officer of the Company, be authorized, as he is hereby authorized, to submit an undertaking allowing the Securities and Exchange Commission (SEC) to resolve any conflicting issues regarding the selection on independent directors of the Company;

RESOLVED FINALLY, that the Board of Directors approve and ratify any and all acts done by the authorized representative of the Company in connection with the foregoing resolutions."

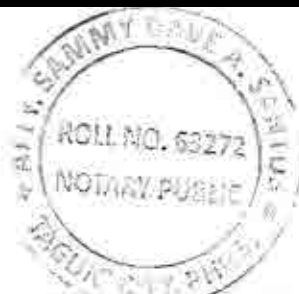
3. The foregoing board resolutions are in accordance with the records of the Company.

IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 15 MAR 2019 at Taguig City, Philippines.


Joanne L. Ranada
Assistant Corporate Secretary ^{TOP}

SUBSCRIBED AND SWORN to before me this 15 MAR 2019 at Taguig City, Philippines. Affiant, who is personally known to me, exhibited to me her 


Doc. No. 82 ;
Page No. 18 ;
Book No. N ;
Series of 2019.



Notarial Commission No. 48
Until December 31, 2019
MAC Tower, 32nd St. Bonifacio Global City, Taguig City
PTR No. A-4208017, Taguig City, January 07, 2019
IBP O.R. No. 061323, January 08, 2019
Roll No. 63272
MCLE Compliance No. VI 0016957

March 29, 2019

LETTER OF UNDERTAKING

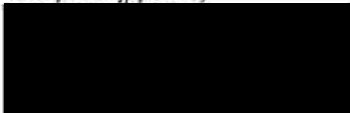
SECURITIES AND EXCHANGE COMMISSION

Secretariat Building, PICC Complex
Roxas Boulevard, Pasay City, 1307

Gentlemen,

Pursuant to Rule 12, Annex C, Part VII, Paragraph (B) (32) of the Implementing Rules and Regulations of the Securities Regulation Code, **ABOITIZ EQUITY VENTURES INC.** (the "Company") hereby undertakes to allow the Commission to resolve any issue regarding the selection of independent directors of the Company.

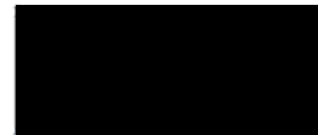
Very truly yours,


ERRAMON I. ABOITIZ
President & Chief Executive Officer

SUBSCRIBED AND SWORN to before me this 29 MAR 2019 at Taguig City, Philippines. Affiant, who is personally known to me, exhibited to me his 

Doc No. 77;
Page No. 17;
Book No. I;
Series of 2019.




Mailene M. de la Torre
Notary Public for Taguig City
Notarial Commission No. 61
Until December 31 2019
NAC Tower 32nd St. Bonifacio Global City Taguig City
PTR No A-4208016 January 07 2019 Taguig City
IBP Lifetime Member No 010379 Taguig City, Jan. 06, 2011
Roll No 55805
MCLE No. VI-0014710 November 13 2018

February 26, 2019

ABOITIZ EQUITY VENTURES, INC.

NAC Tower, 32nd Street
Bonifacio Global City
1634 Taguig City

Attention: **Mr. Manuel R. Lozano**
Senior Vice President and Chief Financial Officer

Mr. Gabriel T. Mañalac
Senior Vice President and Group Treasurer

Subject: **Aboitiz Equity Ventures, Inc.'s Offer of up to ₱3,000,000,000 Fixed Rate Bonds
with an Oversubscription Option of up to ₱2,000,000,000 under its ₱30,000,000,000 Shelf
Registration of Bonds**

Ladies and Gentlemen:

This letter confirms the engagement of BDO Capital & Investment Corporation ("**BDO Capital**") and First Metro Investment Corporation ("**First Metro**") as the Joint Issue Managers, Joint Lead Underwriters and Bookrunners (the "**Joint Issue Managers, Joint Lead Underwriters and Bookrunners**") for the offering and issue by **Aboitiz Equity Ventures, Inc.** (the "**Company**") of fixed rate bonds in the principal amount of up to ₱3,000,000,000 (the "**Firm Offer**"). We understand that the Joint Issue Managers, Joint Lead Underwriters and Bookrunners will be given the right, in consultation with the Company, to increase the Firm Offer by up to an additional ₱2,000,000,000 worth of bonds (the "**Oversubscription Option**"; the bonds covered by the Oversubscription Option, the "**Oversubscription Option Bonds**"; the Oversubscription Option together with the Firm Offer, the "**Offer**"; and the bonds subject of the Offer, the "**Offer Bonds**"). The Offer Bonds will constitute the first tranche and will be taken from the Company's ₱30,000,000,000 shelf-registration of bonds that will be applied for registration with the Securities and Exchange Commission of the Philippines (the "**SEC**").

Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Indicative Terms and Conditions of the Offer attached hereto as **Annex "A"**.

For this Offer, BDO Capital and First Metro as Joint Issue Managers, Joint Lead Underwriters and Bookrunners, agree to render the following key services:

- (a) act as Joint Issue Managers, Joint Lead Underwriters and Bookrunners of the Offer;
- (b) provide guidance on the structure, timing, organization and terms of the Offer (including time of launch, size of issue, pricing and maturity);
- (c) assist with the preparation of the documentation required for the Offer in conjunction with legal counsels, which documents shall be executed in form and substance reasonably satisfactory to the Company and the Joint Issue Managers, Joint Lead Underwriters and Bookrunners;
- (d) work and coordinate with the legal counsel of the Joint Issue Managers, Joint Lead Underwriters and Bookrunners and the legal counsel of the Company on the finalization and execution of the Offer documents;

Aboitiz Equity Ventures, Inc.
Fixed Rate Bonds
February 26, 2019

- (e) coordinate the marketing, roadshow and book-building process for the Offer;
- (f) work with the Company and legal counsel to obtain from the SEC, a registration order and permit to offer for sale the Offer Bonds;
- (g) work with the Company and its legal counsel to obtain a listing and/or admission to trading of the Offer Bonds on the Philippine Dealing & Exchange Corporation;
- (h) as set out in the immediately succeeding paragraph and subject to the conditions stated therein, provide firm underwriting for the Firm Offer and to the extent that the Oversubscription Option is exercised (at the sole discretion of the Joint Issue Managers, Joint Lead Underwriters and Bookrunners in consultation with the Company), which exercise may be in part, provide firm underwriting for the exercised portion of the Oversubscription Option.
- (i) as may be determined by the Joint Issue Managers, Joint Lead Underwriters and Bookrunners, form a syndicate of sub-underwriters and/or selling agents for the Offer and coordinate with the syndicate members; and
- (j) provide such other services as may be agreed with the Company in writing or reasonably required to achieve the successful completion of the Offer.

As set out in item (h) above, the Joint Issue Managers, Joint Lead Underwriters and Bookrunners expect to underwrite the Firm Offer and, in case the Oversubscription Option is exercised, the Oversubscription Option Bonds, on a firm basis following a successful bookbuild with investors, execution of the relevant agreements with financial institutions, as applicable (which may or may not also carry the title "*Joint Issue Manager, Joint Lead Underwriter and Bookrunner*"), and subject to satisfactory due diligence, compliance with all required regulatory and listing notices and filings, receipt of all regulatory and internal approvals (including internal committee approvals of the Joint Issue Managers, Joint Lead Underwriters and Bookrunners and any relevant sub-underwriter), agreement on customary documentation, signing of underwriting agreements and other necessary agreements on mutually acceptable terms and conditions, and compliance with (or as applicable, waiver of) conditions precedent as may be specified in the said agreements.

The obligations of the Joint Issue Managers, Joint Lead Underwriters and Bookrunners are several and not solidary and no Joint Issue Manager, Joint Lead Underwriter and Bookrunner shall be responsible or liable for any act or omission of another Joint Issue Manager, Joint Lead Underwriter and Bookrunner. The rights expressed to be in favor of more than one Joint Issue Managers, Joint Lead Underwriters and Bookrunners shall be exercisable by them severally and are not required to be exercised by them collectively. This letter is not an underwriting agreement and does not obligate the Joint Issue Managers, Joint Lead Underwriters and Bookrunners or the Company to enter into an underwriting agreement or otherwise proceed with the Offer. The indicative terms of the Offer and of the services are neither complete nor final and are subject to further negotiation and final documentation in the form to be agreed between the Joint Issue Managers, Joint Lead Underwriters and Bookrunners and the Company. This letter does not create any legally binding obligations on the Joint Issue Managers, Joint Lead Underwriters and Bookrunners and the Company and/or their respective affiliates.

Should the foregoing accurately reflect our understanding of the arrangements in respect of the mandate to underwrite the Offer, kindly affix your signature in the space provided in the duplicate copy of this letter enclosed herewith and return such signed copy to us.

This letter may be executed in any number of counterparts each of which shall be an original with the same effect as if the signatures thereto and hereto were upon the same instrument.

Sincerely,

For and on behalf of

BDO Capital & Investment Corporation

By:

Jose Eduardo A. Quimpo II
First Vice President

By:

Allen T. Tenedero
Assistant Vice President

For and on behalf of

First Metro Investment Corporation

By:

Daniel D. Camacho
Executive Vice President

By:

Arsenio Kenneth M. Ona
First Vice President

Acknowledged, accepted and agreed to by:

For and on behalf of

Aboitiz Equity Ventures, Inc.

By:

A black rectangular redaction box covering the signature of Maria Veronica C. So.

Maria Veronica C. So
First Vice President and Deputy Group Treasurer

Date: 26 February 2019

Annex "A"

Indicative Terms and Conditions of the Offer

Issuer	Aboitiz Equity Ventures, Inc.
Issue	<p>Philippine Peso denominated fixed rate bonds with an aggregate principal amount of up to ₱5,000,000,000 consisting of the firm offer of up to ₱3,000,000,000, with an oversubscription option of up to ₱2,000,000,000, under the Company's ₱30,000,000,000 shelf registration of bonds.</p> <p>While the Issuer has the discretion to allocate the principal amount among the five-year bonds and ten-year bonds based on bids received during the bookbuilding process, the Issuer may opt not to allocate the principal amount to any of these tranches.</p> <p>The Offer Bonds shall be issued in scripless form in minimum denominations of ₱50,000 each, and in integral multiples of ₱10,000 thereafter.</p>
Registration and Listing	The Offer Bonds will be registered with the SEC. An application for listing will be applied with the Philippine Dealing & Exchange Corporation.
Use of Proceeds	Proceeds of the Offer will be used by the Issuer for transition financing of the medium term loan of AEV International Pte. Ltd.
Issue Date	Targeted within June 2019


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

CERTIFICATION

I, **MANUEL R. LOZANO**, Filipino, of legal age, with office address at NAC Tower, 32nd Street, Bonifacio Global City, Taguig City, hereby state that:

1. I am the Senior Vice President/Chief Financial Officer/Corporate Information Officer of **ABOITIZ EQUITY VENTURES INC.** (the "Corporation"), a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office address at NAC Tower, 32nd Street, Bonifacio Global City, Taguig City.
2. As of 28 February 2019, the Corporation has obtained all permits, licenses and/or certificates of compliance from the relevant and appropriate regulatory agencies in relation to the continued business of the Corporation.
3. I am executing this Certification in compliance with the requirements of the Securities and Exchange Commission in relation to the shelf registration of ₱30,000,000,000.00 Fixed Rate Bonds of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 29th day of March 2019.


✓ **MANUEL R. LOZANO**
Senior Vice President/Chief Financial
Officer/Corporate Information Officer

SUBSCRIBED AND SWORN to before me this 29 MAR 2019 at Taguig City, Philippines. Affiant, who is personally known to me, exhibited to me his 


Doc No. 76;
Page No. 17;
Book No. I;
Series of 2019.




Mailene M. de la Torre
Notary Public for Taguig City
Notarial Commission No. 61
Until December 31, 2019
NAC Tower 32nd St. Bonifacio Global City Taguig City
RPL No. A-4208016 January 07 2019 Taguig City
LSP - Lifetime Member No. 010379 Taguig City, Jan 06, 2019
RPL No. 5588F
MCLC No. VI-0014710 November 13 2018

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


CERTIFICATION

I, **MANUEL ALBERTO R. COLAYCO**, Filipino, of legal age, with business address at 32nd Street, Bonifacio Global City 1634 Taguig City, being duly sworn in accordance with law, hereby certify that:

1. I am the First Vice President – Chief Legal and Compliance Officer of Aboitiz Equity Ventures, Inc. (the “**Corporation**”), a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 32nd Street, Bonifacio Global City, 1634 Taguig City.
2. Based on the records of the Corporation presently in my custody, except for the legal proceedings disclosed in the section on “Legal Proceedings” of the Preliminary Prospectus of the Corporation dated 29 March 2019, there are no other legal proceedings that are material to the Corporation.
3. I am executing this Certification in compliance with the requirements of the Securities and Exchange Commission in relation to the shelf registration of ₱30,000,000.00 Fixed Rate Bonds of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 29th day of March 2019 at Taguig City, Metro Manila.

MANUEL ALBERTO R. COLAYCO
First Vice President – Chief Legal and
Compliance Officer

SUBSCRIBED AND SWORN TO before me this 29 MAR 2019 at Taguig City, Philippines. Affiant, who is personally known to me, exhibited to me his 

Doc. No. 79;
Page No. 16;
Book No. I;
Series of 2019




Mailene M. de la Torre
Notary Public for Taguig City
Notarial Commission No. 61
Until December 31, 2019
NAC Tower 32nd St. Bonifacio Global City Taguig City
PTR No. A-4208016: January 07, 2019 Taguig City
IBP Lifetime Member No. 010379 Taguig City, Jan. 06, 2019
Roll No. 55885
MCLE No. VI-0014710 November 13, 2018



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

CERTIFICATION

I, **MANUEL R. LOZANO**, Filipino, of legal age, with office address at NAC Tower, 32nd Street, Bonifacio Global City, Taguig City, hereby state that:

1. I am the Senior Vice President/Chief Financial Officer/Corporate Information Officer of **ABOITIZ EQUITY VENTURES INC.** (the "Corporation"), a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines with principal office address at NAC Tower, 32nd Street, Bonifacio Global City, Taguig City.
2. The Audited Financial Statements of the Corporation's subsidiaries enumerated below, whose fiscal years all end on December 31, 2018, have been submitted to the Securities and Exchange Commission ("SEC"):

Aboitiz Land, Inc.
Aboitiz Power Corporation
Aboitiz Power Distributed Energy, Inc.
Aboitiz Power Distributed Renewables, Inc.
Aboitiz Renewables, Inc.
Aboitiz Solar Power, Inc.
Abovant Holdings, Inc.
Adventenergy, Inc.
Amihan Power, Inc.
AP Renewable Energy Corporation
AP Renewables, Inc.
AP Solar Tiwi, Inc.
Bakun Power Line Corporation
Balamban Enerzone Corporation
Cebu Industrial Park Developers, Inc.
Cebu Industrial Park Services, Inc.
Cebu Praedia Development Corporation
Cebu Private Power Corporation
Cleanergy, Inc.
Cordillera Hydro Corporation
Cotabato Light & Power Company
Davao Light & Power Company, Inc.
East Asia Utilities Corporation
Firmwall System, Inc.
Hedcor Benguet, Inc.
Hedcor Bukidnon, Inc.
Hedcor Kabayan, Inc.
Hedcor Mt. Province, Inc.
Hedcor Sabangan, Inc.
Hedcor Sibulan Inc.
Hedcor Tamugan, Inc.
Hedcor Tudaya, Inc.

Hedcor, Inc.
Hydro-Electric Development Corporation
La Filipina Electrica, Inc.
Lima Enerzone Corporation
Lima Land, Inc.
Luzon Hydro Company Limited
Luzon Hydro Corporation
Maaraw Holdings San Carlos, Inc.
Mactan Enerzone Corporation
Malvar Enerzone Corporation
Mindanao Sustainable Solutions Inc.
Misamis Oriental Land Development Corporation
Mount Apo Geopower Inc.
Negrón Cuadrado Geopower, Inc.
Propiedad Del Norte, Inc.
PV Sinag Power, Inc.
Retensol, Inc.
San Carlos Sun Power, Inc.
Subic Enerzone Corporation
Tagoloan Hydro Corporation
Therma Central Visayas, Inc.
Therma Dinginin Holdings, Inc.
Therma Central Luzon, Inc.
Therma Marine, Inc.
Therma Mariveles Holdings, Inc.
Therma Mobile, Inc.
Therma Power, Inc.
Therma Power-Visayas, Inc.
Therma South, Inc.
Therma Subic, Inc.
Therma Visayas, Inc.

3. I am executing this Certification in compliance with the requirements of the Securities and Exchange Commission in relation to the shelf registration of ₱30,000,000,000.00 Fixed Rate Bonds of the Corporation.

[Signature page follows.]

IN WITNESS WHEREOF, I have hereunto set my hand this 29th day of March in 2019.

MANUEL R. LOZANO
*Senior Vice President/Chief Financial
Officer/Corporate Information Officer*

29 MAR 2019

SUBSCRIBED AND SWORN to before me this _____ at Taguig City, Philippines. Affiant, who is personally known to me, exhibited to me his _____

Doc No. 75 ;
Page No. 16 ;
Book No. I ;
Series of 2019.



M. Dela Torre
Notary Public for Taguig City
Notarial Commission No. 81
Until December 31 2019
NAC Tower 32nd St. Bonifacio Global City Taguig City
PTR No. A-4208016: January 07 2019 Taguig City
IBP Lifetime Member No. 010379 Taguig City, Jan 06, 2019
Roll No. 55885
MCLE No. VI-0014710 November 13, 2018

aboitiz

Equity Ventures
CERTIFICATE

(Re: Documents Submitted in Connection with the Registration Statement)

I, **ERRAMON I. ABOITIZ**, Filipino, of legal age, and with office address at 32nd Street, Bonifacio Global City, Taguig City, Metro Manila 1634, Philippines, hereby depose and state under oath that:

1. I am the President and Chief Executive Officer of **ABOITIZ EQUITY VENTURES INC.** (the "**Company**"), a corporation duly organized and existing under and by virtue of the laws of the Philippines, with office address at 32nd Street, Bonifacio Global City, Taguig City, Metro Manila 1634, Philippines.
2. The Company has proposed to offer and issue Fixed Rate Retail Bonds with an aggregate principal amount of up to PhP30,000,000,000.00, to be offered in one or several tranches. For the first tranche, the Issuer shall offer the Bonds of up to Philippine Pesos: Three Billion (PhP 3,000,000,000.00), plus an oversubscription option of up to Philippine Pesos: Two Billion (PhP 2,000,000,000.00), (the "**Transaction**").
3. The Corporation has read and is aware of the contents of the Registration Statement for the Transaction, including all revisions incorporated in and all documents submitted in relation to said Registration Statement, submitted to the Securities and Exchange Commission.

IN WITNESS WHEREOF, I have hereunto set my hand this 29 MAR 2019 day of _____ in _____

ERRAMON I. ABOITIZ
President and Chief Executive Officer

SUBSCRIBED AND SWORN before me this 29 MAR 2019, affiant exhibiting to me his _____

Doc No. 82;
Page No. 19;
Book No. I;
Series of 2019.



Mailene M. de la Torre
Notary Public for Taguig City
Notarial Commission No. 61
Until December 31 2019
NAC Tower 32nd St. Bonifacio Global City Taguig City
PTR No A-4208016 January 07 2019 Taguig City
ISP Lifetime Member No 010379 Taguig City Jan 06, 2019
Roll No. 55825
MCLE No. VI-0014710 November 13, 2018


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

CERTIFICATION

I, **MANUEL R. LOZANO**, Filipino, of legal age, with office address at NAC Tower, 32nd Street, Bonifacio Global City, Taguig City, hereby state that:

1. I am the Senior Vice President / Chief Financial Officer and Corporate Information Officer of **ABOITIZ EQUITY VENTURES INC.** (the "**Corporation**"), a corporation duly organized and existing under and by virtue of the laws of the Philippines, with office address at 32nd Street, Bonifacio Global City, Taguig City, Metro Manila 1634, Philippines.
2. The Corporation and its subsidiaries have fully complied with their tax obligations imposed under relevant Philippine laws, as evidenced by the attached Income Tax Returns for the taxable year 2017, in Annex "A" of this Certificate.
3. This certification is issued in compliance with the directive of the Commission in relation to the Corporation's Registration Statement for its intended bond offering.

IN WITNESS WHEREOF, I have hereunto set my hand this 29th day of March in 2019.


MANUEL R. LOZANO
*Senior Vice President / Chief Financial
Officer / Corporate Information Officer*

29 MAR 2019

SUBSCRIBED AND SWORN to before me this _____ at Taguig City, Philippines. Affiant, who is personally known to me, exhibited to me his 

Doc No. 74;
Page No. 14;
Book No. I;
Series of 2019.




Mailene M. de la Torre
Notary Public for Taguig City
Notarial Commission No. 61
Until December 31, 2019
NAC Tower 32nd St. Bonifacio Global City Taguig City
PTR No. A-4208016: January 07, 2019 Taguig City
IBP Lifetime Member No. 010379: Taguig City, Jan 06, 2019
Roll No. 55805
MCLE No. VI-0014710 November 13, 2018

29 March 2019

Vicente Graciano P. Felizmenio, Jr.
Director, Markets and Securities Regulation Department
Securities and Exchange Commission
Secretariat Building, PICC Complex
Roxas Boulevard, Pasay City, Metro Manila

Dear Director Felizmenio,

Payment of Applicable Filing Fees for Subsequent Tranches of the Bond Offering

Pursuant to the application of ABOTIZ EQUITY VENTURES INC.. (the "Corporation") for the registration of fixed-rate retail bonds with an aggregate principal amount of up to PhP30.0 Billion, to be offered in one or several tranches, with the first tranche of the Bonds to be offered up to an aggregate principal amount of up to Philippine Pesos: Three Billion (PhP 3,000,000,000.00), plus an oversubscription option of up to Philippine Pesos: Two Billion (PhP 2,000,000,000.00), the Corporation undertakes to pay the additional filing fees applicable to the subsequent tranches to be issued, within seven (7) business days prior to commencement of the offer/sale of said securities, or no later than thirty (30) business days prior to the expiry of the three (3) year period reckoned from the date of effectivity of the Registration Statement, whichever is applicable, in accordance with Rule 8.1.2.2 of the 2015 Implementing Rules and Regulations of the Securities Regulation Code.

We trust you will find the foregoing in order.

Yours faithfully,

ABOITIZ EQUITY VENTURES INC.

MANUEL R. LOZANO
Senior Vice President / Chief Financial Officer and Corporate Information Officer

SUBSCRIBED AND SWORN to before me this 29 MAR 2019 at Taguig City, Philippines. Affiant, who is personally known to me, exhibited to me his [REDACTED]

Doc No. 79;
Page No. 17;
Book No. I;
Series of 2019.



Mailene M. de la Torre
Notary Public for Taguig City
Notarial Commission No. 61
Until December 31 2019
NAC Tower 32nd St. Bonifacio Global City Taguig City
PTR No. A-4208016: January 07 2019 Taguig City
IBP Lifetime Member No 010379: Taguig City, Jan 06, 2019
Roll No 55885
MCLE No. VI-0014710 November 13 2018

TRUST AGREEMENT

This **TRUST AGREEMENT** (this “**Agreement**”) is made and executed this [•], by and between:

ABOITIZ EQUITY VENTURES INC., a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with principal offices at the 32nd Street, Bonifacio Global City, 1634 Taguig City, Metro Manila (hereinafter referred to as the “**Issuer**”);

– and –

BDO UNIBANK, INC. – TRUST AND INVESTMENTS GROUP, a trust corporation duly organized and validly existing under the laws of the Republic of the Philippines, duly authorized to perform trust and investment management functions and other fiduciary business, with principal offices at the 15th Floor, South Tower, BDO Corporate Center, 7899 Ayala Avenue, Makati City, (hereinafter referred to as “**BDO Trust**” or the “**Trustee**”).

RECITALS

WHEREAS, the Issuer is authorized by the Philippine Securities and Exchange Commission to issue Fixed Rate Peso-Denominated Bonds for offering, distribution and sale to the general public of up to the aggregate principal amount of PHILIPPINE PESOS: THIRTY BILLION (PhP30,000,000,000.00) to be issued in one or several tranches within three years from the date of effectivity of its shelf registration (the “**Bonds**”). The first tranche shall comprise of [•]% per annum fixed rate bonds due [•] (“**Series A Bonds**”) and [•]% per annum fixed rate bonds due [•] (“**Series A Bonds**”), for a total of PHILIPPINE PESOS: THREE BILLION (PhP3,000,000,000.00) with an oversubscription option of PHILIPPINE PESOS: TWO BILLION (PhP2,000,000,000.00) (the “**Oversubscription Option**”; the bonds under the Oversubscription Option, the “**Oversubscription Bonds**”; the Series A and B Bonds and the Oversubscription Bonds, the “**First Tranche Bonds**”; and this first tranche, the “**Offer**”);

WHEREAS, the Offer and the terms thereof are more fully described in **Annex “A”** hereof and in the Prospectus to be issued and circulated for the Offer, which is made an integral part hereof by reference;

WHEREAS, the Issuer expects to obtain a Permit to Sell from the SEC in respect of a public distribution and sale of the First Tranche Bonds prior to the start of the Offer Period;

WHEREAS, to achieve the foregoing objectives, the Issuer has appointed, and hereby confirms the appointment of, BDO Trust as the Trustee on the basis of the representations and warranties of the Issuer and under the terms and conditions hereinafter set forth, has consented to the appointment;

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto agree as follows:

Section 1 DEFINITIONS AND INTERPRETATION

1.1. Definitions

The following terms shall have the respective meanings set forth below except as otherwise expressly provided or unless the context otherwise requires:

“Aboitiz Group” means Aboitiz & Co., Inc., a corporation organized under Philippine law, together with their respective Subsidiaries and Affiliates, related persons and related interests, whether or not stockholders of record of the Issuer as of the Issue Date;

“Affiliate” means with respect to any Person, any other Person directly or indirectly Controlling, Controlled by or under common Control with, such Person;

“Agreement” shall mean this Trust Agreement and all amendments or supplements hereto;

“Applicable Law” means: (i) any statute, decree, constitution, regulation, rule, order or any directive of any Governmental Authority; (ii) any treaty, pact, compact or other agreement to which any Governmental Authority is a signatory or party; (iii) any judicial or administrative interpretation or application of any law described in clause (i) or (ii) above; and (iv) any amendment or revision of any law described in clause (i), (ii) or (iii) above;

“Applicant” shall mean the Person who shall duly accomplish the Application as defined herein and who shall deliver the same to the Joint Issue Manager and/or the Joint Lead Underwriter in accordance with the Underwriting Agreement;

“Application” or **“Application to Purchase”** shall mean the form actually accomplished and submitted by the Applicant for the purchase of the First Tranche Bonds, together with all other requirements set forth substantially in the form attached hereto as **Annex “B”**;

“Authorization” means any authorization, consent, approval, license, exemption, filing, registration, or other similar action;

“Banking Day” means a day other than Saturday, Sunday and public holidays on which commercial banks and the Philippine Clearing House Corporation are generally open for the transaction of business in Makati City and Taguig City, and the City of Manila; *provided*, that all other days unless otherwise specified herein shall mean calendar days which shall be construed as successive periods of twenty-four (24) hours each;

“BIR” shall mean the Bureau of Internal Revenue of the Republic of the Philippines;

“Bona Fide Bondholder” shall have the meaning ascribed to it in Section 3.10.a hereof;

"Bondholders" shall mean the registered owners of the First Tranche Bonds;

"Competitor" shall have the meaning ascribed to it in Section 3.9.c hereof;

"Consolidated Equity" means the total stockholders' equity of the Issuer as recognized and measured in its fiscal year-end audited consolidated financial statements and quarter-end unaudited consolidated financial statements, as may be applicable and available in accordance with Applicable Law, both in conformity with PFRS;

"Control" means the possession, directly or indirectly, by a Person of the power to direct or cause the direction of the management and policies of another Person whether through the ownership of voting securities or otherwise; provided, however, that the direct or indirect ownership of over fifty percent (50%) of the voting capital stock, registered capital or other equity interest of a Person is deemed to constitute control of that Person, and **"Controlling"** and **"Controlled"** have corresponding meanings;

"Event of Default" shall have the meaning set forth in Section 9.1 hereof;

"Fair Market Value of Assets" means at any particular time, the aggregate of the total current assets and the total non-current assets of the Issuer as shown in the balance sheet of its latest audited financial statements on a consolidated basis.

"Fee Letter" means the letter of the Trustee to the Issuer dated on or about [•] and acknowledged by the Issuer on a later date;

"Government Authority" means the Government of the Republic of the Philippines, or any political subdivision or agency thereof, and any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to the said government, and any national agency or body vested with jurisdiction or authority over any Person;

"GRT" means the gross receipts tax under Sections 121 and 122 of the National Internal Revenue Code of 1997, as amended;

"Indebtedness" means: (i) all indebtedness or other obligations of the Issuer for borrowed money or for the deferred purchase price of property or services and similar arrangements; (ii) all indebtedness or other obligations of any other Person, the payment or collection of which is guaranteed by the Issuer (except by reason of endorsement for collection in the ordinary course of business) or in respect of which the Issuer is liable, contingently or otherwise, including without limitation, any agreement to purchase, to provide funds for payment, to supply funds to or otherwise invest in such Person; and (iii) capitalized lease obligations of the Issuer;

"Interest Payment Date" shall mean the dates indicated in the interest coupon of the Series A Bonds and Series B Bonds as provided in **Annex "A"**;

"Issue Date" shall be on [•], or such later date as may be mutually determined by the Issuer and the Joint Issue Managers for the issuance of the First Tranche Bonds;

“Issue Price” shall mean one hundred percent (100%) of the face value of the First Tranche Bonds;

“Joint Issue Managers” means BDO Capital & Investment Corporation and First Metro Investment Corporation;

“Lien” means, with respect to any Person, any lien, pledge, mortgage, charge, hypothecation, encumbrance, or other security interest or preferential arrangement on or with respect to any asset or revenue of such Person;

“Majority Bondholders” shall mean, at any time, the Bondholders who hold, represent or account for at least fifty percent (50%) plus one peso (₱1.00) of the aggregate outstanding principal amount of the First Tranche Bonds, provided that, in respect of any matter presented for resolution at any meeting of Bondholders that affect the rights and interests of only the holders of the Series A Bonds, holders of Series A Bonds, exclusively, will be considered for quorum and approval purposes; and in respect of any matter presented for resolution at any meeting of Bondholders that affect the rights and interests of only the holders of the Series B Bonds, holders of Series B Bonds, exclusively, will be considered for quorum and approval purposes;

“Master Certificate of Indebtedness” means each of the certificates to be issued by the Issuer in the name of the Trustee for the benefit of the Bondholders evidencing and covering the aggregate principal amount of the Series A Bonds and Series B Bonds purchased during the Offer Period for such First Tranche Bonds, substantially in the form set forth in **Annex “C-1”** and in **Annex “C-2”** hereof.

“Material Adverse Effect” means a material adverse effect on the ability of the Issuer to perform or comply with any of its obligations, or to exercise any of its material rights, under this Agreement, the Underwriting Agreement or the First Tranche Bonds;

“Maturity Date” shall mean, for the Series A Bonds, the date that is [•] ([•]) years from Issue Date or on [•] and, for the Series B Bonds, the date that is [•] ([•]) years from Issue Date or on [•];

“Net Debt” shall mean the interest-bearing debt less cash, cash equivalents, and short term investments of the Issuer;

“Net Debt to Consolidated Equity Ratio” shall mean the ratio of Net Debt to Consolidated Equity

“Offer” or **“Issue”** as the context may require, shall mean the First Tranche Bonds or the offering, issuance, distribution and sale of the First Tranche Bonds;

“Offer Period” shall mean the period commencing on [•] and ending on [•] or such other date as may be mutually agreed between the Issuer and the Joint Lead Underwriter;

“Optional Redemption Date” shall have the meaning ascribed to it under Section 6.4;

“Optional Redemption Price” shall have the meaning ascribed to it under Section 6.4;

“Paying Agent” shall mean the Philippine Depository & Trust Corporation acting as paying agent in accordance with the Registry and Paying Agency Agreement;

“Payment Date” shall mean the Interest Payment Date and/or the Principal Payment Date, as the case may be;

“Penalty Interest” shall mean the penalty interest at the rate of two percent (2%) per annum payable by the Issuer pursuant to Section 6.7 hereof.

“Person” means an individual, corporation, partnership, joint venture, unincorporated association, trust, or other juridical entity, or any Governmental Authority;

“PFRS” means Philippine Financial Reporting Standards;

“Philippine Peso” or **“PhP”** means the legal currency of the Republic of the Philippines;

“Philippines” means the Republic of the Philippines;

“Principal Payment Date” shall mean the Maturity Date or the Optional Redemption Date;

“Prospectus” means the selling material including any amendment or supplement thereto duly filed by the Issuer with, and duly approved by, the SEC for the purpose of the offering, distribution, and sale of the First Tranche Bonds;

“Record Date” as used with respect to any Payment Date shall mean the day which is two (2) Banking Days prior to the relevant Interest Payment Date; provided that if such day falls on a non-Banking Day, the Record Date shall be the next Banking Day immediately preceding said date;

“Registrar” shall mean the Philippine Depository & Trust Corp. acting as the registrar in accordance with the Registry and Paying Agreement;

“Registration Statement” shall mean the registration statement filed by the Issuer with the SEC on [•] in accordance with the Securities Regulation Code relating to the registration and issuance of the Bonds;

“Registry and Paying Agency Agreement” shall mean the agreement dated [•] by and between the Issuer and Philippine Depository & Trust Corp., as the Paying Agent and Registrar for the Issue;

“Relevant Period” shall mean a period of 12 calendar months ending on the last day of any quarter of any of the Issuer’s fiscal years;

“SEC” shall mean the Securities and Exchange Commission of the Philippines;

“First Tranche Bonds” shall mean the Series A Bonds and the Series B Bonds with an aggregate amount of up to PHILIPPINE PESOS: THREE BILLION (PhP3,000,000,000.00) with an oversubscription option of PHILIPPINE PESOS: TWO BILLION (PhP2,000,000,000.00), which the Issuer shall issue for distribution and sale on Issue Date;

“Securities Regulation Code” shall refer to Republic Act No. 8799 and its implementing rules and regulations, as the same may be amended and supplemented from time to time;

“Series A Bonds” shall mean the fixed rate bonds having a term ending [•] ([•]) years from the Issue Date, or on [•], with a fixed interest rate of [•]% per annum;

“Series B Bonds” shall mean the fixed rate bonds having a term ending [•] ([•]) years from the Issue Date, or on [•], with a fixed interest rate of [•]% per annum;

“Subsidiary” means in respect of any Person, any entity: (i) over fifty percent (50%) of whose capital is owned directly by that Person; or (ii) for which that Person may nominate or appoint a majority of the members of the board of directors or such other body performing similar functions;

“Taxes” or **“Tax”** means any present or future taxes, levies, imposts, duties, filing, registration and other fees or charges imposed by the Republic of the Philippines or any political subdivision or taxing authority thereof;

“Transaction Date” shall mean with respect the incurrence of any loan obligation with a maturity of more than one (1) year, the date such loan obligation is incurred;

“Treasury Transaction” means any currency, commodity, or interest rate purchase, cap or collar agreement, forward rate agreement, future or option contract, swap or other similar agreement, in relation to the Issuer’s treasury management;

“Trustee” shall mean BDO Unibank, Inc. – Trust and Investment Group or any other successor trustee acting as trustee pursuant to this Agreement; and

“Underwriting Agreement” shall mean the underwriting agreement dated October 10, 2018, executed by and between the Issuer, the Sole Issue Manager, and the Joint Lead Underwriters.

1.2. Other Terms.

Any reference in this Agreement to:

a **“company”** shall be construed so as to include any company, corporation or any association or partnership (whether or not having separate legal personality) of any two or more Persons;

“Sole Issue Manager,” “Joint Lead Underwriter,” “Registrar,” “Paying Agent,” “Trustee” and **“Bondholders”** shall be construed so as to include their respective successors, transferees and assigns in accordance with their respective interests to

the extent permitted under the terms hereof and, in the case of the *“Issuer,”* its respective successors, transferees and assigns, to the extent permitted under the terms hereof;

a *“month”* is the period commencing on a specified day in a calendar month and ending on the numerically corresponding day in the relevant subsequent calendar month (or if there is no day so corresponding in the calendar month in which such period ends, such period shall end on the last day of such calendar month);

an *“Annex”* shall, subject to any contrary indication, be construed as a reference to a schedule hereto;

a *“Section”* shall, subject to any contrary indication, be construed as a reference to a section hereof; and

the *“winding-up,” “dissolution”* or *“administration”* of a company shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company is incorporated or any jurisdiction in which such company carries on business.

1.3. Accounting Terms.

All accounting terms not specifically defined in this Agreement shall be construed in accordance with PFRS.

1.4. Rules of Construction.

Save where the contrary is indicated, any reference in this Agreement to this Agreement:

- a. the First Tranche Bonds or any other agreement or document shall be construed as a reference to this Agreement or, as the case may be, the First Tranche Bonds, other agreement or document as the same may have been, or may from time to time be (subject to any restrictions herein), amended, varied, novated, supplemented, replaced or substituted;
- b. a statute shall be construed as a reference to such statute as the same may have been, or may from time to time be, amended or re-enacted; and
- c. a day shall be construed as a reference to a calendar day.

1.5. Headings.

Section, Annex, Exhibit and Schedule headings are for ease of reference only and shall not affect the interpretation of this Agreement and the First Tranche Bonds.

1.6. Interpretation.

The words *“herein,” “hereof”* and *“hereunder”* and other words of similar import refer to this Agreement as a whole, and not to any particular Section, subsection or clause hereof. Any reference herein to any Person shall include its successors and permitted assigns and, in the case of any Governmental Authority, any Person

succeeding to its functions and capacities. All accounting terms used herein and not otherwise defined will have the meanings accorded them under the PFRS and, except as expressly provided herein, all accounting determinations will be made in accordance with such accounting principles in effect from time to time. Any reference to “include” or “including” shall be treated as “including, without limitation”. Defined terms in the singular shall include the plural and vice versa, and the masculine, feminine or neuter gender shall include all genders.

Section 2 ISSUANCE OF FIRST TRANCHE BONDS AND DELIVERY OF MASTER CERTIFICATES OF INDEBTEDNESS

2.1. Issuance of the Second Tranche Bonds

The First Tranche Bonds shall be issued by the Issuer in accordance with the terms of this Agreement. The obligations of the Issuer in connection with the First Tranche Bonds shall consist of all its obligations under this Agreement, including the full and prompt payment of all accrued interests and redemption amounts due on the First Tranche Bonds, as well as any and all reasonable and documented expenses that may be incurred by the Trustee in enforcing any of its and/or the Bondholders’ rights, powers, and remedies under and in accordance with this Agreement.

2.2. Delivery of Executed Master Certificates of Indebtedness

The Issuer shall, not later than 9:00 a.m. on Issue Date, deliver the duly executed Master Certificates of Indebtedness covering the entire principal amount of the Series A Bonds and Series B Bonds purchased during the Offer Period, to the Trustee, with a copy to the Registrar. The Trustee shall, upon its receipt of the duly executed Master Certificates of Indebtedness, immediately notify the Sole Issue Manager and the Joint Lead Underwriters of such fact in writing (including, without limitation, by facsimile transmission, telex or telecopier, or electronic mail).

Section 3 THE TRUSTEE

3.1. Appointment

- a. The Issuer hereby appoints BDO Unibank, Inc. – Trust and Investments Group as the Trustee, and the Trustee hereby accepts its appointment as Trustee for and on behalf and benefit of the Bondholders, in connection with the distribution, sale and issuance of the First Tranche Bonds by the Issuer.
- b. The foregoing appointment shall commence on the Issue Date and shall subsist for so long as any amount of the First Tranche Bonds is outstanding, unless the services of the Trustee are otherwise terminated pursuant to this Agreement.

3.2. Duties and Responsibilities of the Trustee

- a. Coordinate with the Issuer, the Sole Issue Manager, the Joint Lead Underwriters, and the Registrar and the Paying Agent in relation to the

performance of their respective responsibilities under the relevant Transaction Documents.

- b. The Trustee shall act as trustee for and in behalf of the Bondholders and as such shall, in accordance with the terms and conditions of this Agreement, monitor the compliance or non-compliance by the Issuer with all its representations and warranties, and the Issuer's observance of all its covenants and performance of all its obligations, under and pursuant to this Agreement. The Trustee shall observe due diligence in the performance of its duties and obligations under this Agreement. For the avoidance of doubt, notwithstanding any actions that the Trustee may take, the Trustee shall remain to be the party to whom the Bondholders shall communicate with in respect to any matters to be taken up with the Issuer.
- c. Report regularly to the Bondholders any non-compliance by the Issuer with this Agreement and, to the best of Trustee's knowledge, any development with respect to the Issuer based on official disclosures to the PDEX, the Philippine Stock Exchange, SEC, or other regulatory agencies and that adversely affects the interest of the Bondholders, including any default by the Issuer on any of its obligations of which the Trustee may have knowledge based on official disclosures to the PDEX, the Philippine Stock Exchange, SEC, or other regulatory agencies; provided, that for purposes hereof, the Trustee shall, without need of any further act or notice to the Issuer, publish a notice once in a newspaper of general circulation, binding upon all the Bondholders wherever situated or located, that the Bondholders or their duly authorized representatives may obtain a report regarding the First Tranche Bonds at the principal office of the Trustee upon presentation of sufficient and acceptable identification and Registrar's confirmation;
- d. The Trustee shall have custody of and hold in its name, for and in behalf of the Bondholders, the Master Certificates of Indebtedness for the total issuance of the First Tranche Bonds.
- e. The Trustee shall promptly and faithfully carry out the instructions or decisions of the Majority Bondholders issued or reached in accordance with Section 11.
- f. The Trustee may, from time to time, request the Issuer to submit such certification of its officers, reports of its external auditors, and other documents relating to the Issuer's ability to comply with its obligations under the First Tranche Bonds and this Agreement, as well as to examine such records of the Issuer as may be related to the Issuer's obligations under the First Tranche Bonds and this Agreement.

The request shall be reasonable, made not less than seventy-two (72) hours prior to the intended date of examination and shall be in writing to the Issuer which shall include, in reasonable detail, the purpose for such request and the intended use of the requested documents or information. The Issuer may require the Trustee, its directors, officers, employees, representatives, agents, partners, consultants and advisors to hold in

confidence such documents and information furnished to the Trustee pursuant to said request or to limit the use thereof for the purpose intended as stated in the request provided such limitation shall not apply if it is in conflict with the duties and responsibilities of the Trustee under any provision of this Agreement.

- g. The Trustee shall, prior to the occurrence of an Event of Default or after the curing of all such defaults which may have occurred, perform only such duties as are specifically set forth in this Agreement. In case of default, the Trustee shall exercise such rights and powers vested in it by this Agreement, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs under similar circumstances. The Trustee may appoint agents to perform or institute the necessary actions in the exercise of such rights and powers.
- h. The Trustee shall inform the Bondholders of any event, breach of representations and warranties, and Events of Default within a reasonable period from the time that the Trustee learns or is informed of such events.

As to the Bondholders, the Trustee may presume that no Event of Default has occurred and the Issuer has complied with all its representations, warranties and covenants until it has received notice or has actual knowledge thereof.

- i. Upon written request by the Issuer no later than 11:30 a.m. on a Banking Day, send notice of any matter to the Bondholders, other than those matters notice of which is specifically required to be given to the Bondholders by another party under the Agreement. If required, a copy of such notice shall be sent to the Registrar.
- j. Except as may be necessary to perform its duties under this Agreement and as required by Applicable Law, the Trustee (i) shall permanently keep privileged and confidential, separate and distinct, any information, data, documents, files, properties, funds, or any other matter which it may acquire pursuant to this Agreement or obtained in the course of the performance of its duties and functions as a Trustee, (ii) shall refrain from disclosing any such information or item in any manner, whether written, verbal, telegraphic, coded, or encrypted, whether in physical, electronic, or any other form or media, and (iii) hereby undertakes not to use any such information or item for its own benefit or for the benefit of any of its clients regardless of whether or not such use can be shown to cause disadvantage, injury, or damage to the Issuer; provided, that where any disclosure of the foregoing information is required by Applicable Law, the Trustee shall properly apprise the Issuer of such disclosure and give reasonable opportunity to the Issuer to consider the same. This Section shall survive termination of this Agreement.
- k. The Trustee shall perform such other powers and functions as provided for elsewhere under this Agreement.

3.3. Corporate Form

The Trustee shall at all times be a financial institution organized and doing business under the laws of the Republic of the Philippines duly authorized to exercise corporate trust powers, having its principal office and place of business in Metro Manila, Philippines.

3.4. Custody, Segregation, and Deposit of Funds

All moneys and funds received by the Trustee in connection with this Agreement shall be held in trust for the purpose for which they were received, and any and all such sums and assets shall be segregated from all other funds and assets of the Trustee.

3.5. Compensation, Reimbursement, and Indemnification

- a. In consideration for the faithful compliance and performance by the Trustee of its duties and obligations under this Agreement, the Issuer shall pay to the Trustee the amount of fees to be stipulated in a separate Fee Letter which is made an integral part hereof. The Issuer will pay or reimburse the Trustee for all expenses, disbursements, and advances incurred or made by the Trustee in accordance with any of the provisions of this Agreement (including reasonable compensation and expenses and disbursements of its counsel and of all Persons not regularly in its employ). If any property other than cash shall at any time be subject to any Lien created for the benefit of the Trustee, on account of the Issuer's obligations to the Trustee under the Agreement, or the Bondholders by operation of Applicable Law or as a result of any execution, receivership, bankruptcy, dissolution or similar proceedings, if and to the extent authorized by any agency or court of competent jurisdiction subjecting such property to such Lien, the Trustee may, but without legal obligation to do so, make advances for the purpose of preserving such property or of discharging tax Liens or other prior Liens or encumbrances thereon previously disclosed to the Sole Issue Manager and the Joint Lead Underwriters.
- b. The Issuer also covenants to indemnify the Trustee for, and to hold it free and harmless against, any loss, liability or expense incurred without negligence or bad faith on the part of the Trustee, arising out of or in connection with the administration of this trust and the performance of its obligations and functions under this Agreement, including the cost and expenses of defending itself against any claim of liability in the premises.
- c. The obligations of the Issuer to the Trustee under this Section shall constitute additional indebtedness of the former hereunder.

3.6. Liability of the Trustee

- a. No provision of this Agreement shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act or its willful misconduct, or that of its directors, officers or employees, provided that:

- i. In the absence of bad faith on the part of the Trustee, the Trustee may conclusively rely upon, as to the truth of the statements and the correctness of the opinion expressed in, any certificate or opinion furnished to the Trustee conforming to the requirements of this Agreement.
- ii. The Trustee shall not be liable for any error of judgment made in good faith by its responsible officer or officers, unless it shall be proved that the Trustee was grossly negligent in ascertaining the pertinent fact.
- iii. The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the written direction of the Majority Bondholders, relating to the time, method, and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred upon the Trustee under this Agreement.
- iv. None of the provisions contained in this Agreement shall require the Trustee to expend, advance or risk its own funds or otherwise incur personal financial liability in the performance of any of its duties or in the exercise of any of its rights or powers.
- v. The Trustee shall have no duty or liability beyond its duty to perform the obligations under this Agreement.
- vi. The Trustee or successor Trustee shall be exempt from giving any surety or bond in the performance of its duties under this Agreement.

3.7. Ability to Consult with Counsel

- a. The Trustee may consult with counsel upon due notice to Issuer, and any reasonable opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or omitted to be taken by the Trustee hereunder in good faith and in accordance with such opinion; provided that, prior to taking or not taking such action for which the opinion of counsel is sought, the Trustee shall inform the Issuer of the relevant opinion of counsel.
- b. Notwithstanding any provision of this Agreement authorizing the Trustee conclusively to rely upon any certificate or opinion, the Trustee may, before taking or refraining from taking any action in reliance thereon, require any further evidence or make any further investigation as to the facts or matters stated therein which it may in good faith deem reasonable in the circumstances; and the Trustee shall require such further evidence or make such further investigation as may reasonably be requested in writing by the Majority Bondholders.

3.8. Trustee as Owner or Pledgee of the First Tranche Bonds

The Trustee, in its individual or any other capacity, may become the owner or pledgee of the First Tranche Bonds with the same rights it would have if it were not Trustee, and subject to the provisions of Section 3.9, the Trustee may otherwise deal with the Issuer in the same manner and to the same extent as though it were not the Trustee hereunder.

3.9. Conflict of Interest

- a. If the Trustee has or acquires any conflicting interest, as defined in Section 3.9c, the Trustee shall, within sixty (60) days after ascertaining that it has such conflicting interest, either eliminate such conflicting interest or resign as Trustee in the manner and with the effect specified in this Section 3.9, or obtain a written waiver from the Issuer in relation to such conflicting interest, which waiver shall not be unreasonably withheld or delayed. In the event of a resignation by the Trustee under this Section 3.9, the Trustee shall resign in the manner and with the effect specified in Section 3.11.
- b. In the event that the Trustee shall fail to comply with the provisions of Section 3.9a, the Trustee shall within ten (10) days after the expiration of the aforesaid sixty (60)-day period transmit notice of such failure to the Bondholders and the Issuer.
- c. For the purpose of this Section, the Trustee shall be deemed to have a conflicting interest if:
 - i. The Trustee directly or indirectly Controls or is directly or indirectly Controlled by or is under direct or indirect common Control of the Issuer; or
 - ii. Twenty percent (20%) or more of the voting securities of the Trustee is beneficially owned either by the Issuer or by any director, partner or executive officer thereof, or thirty percent (30%) or more of such voting securities is beneficially owned, collectively, by any two (2) or more of such Persons; or
 - iii. The Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default, five percent (5%) or more of the voting securities, or ten percent (10%) or more of any other class of security, of the Issuer, not including the bonds of the Issuer issued under any other agreement under which the Trustee is also a trustee; or
 - iv. The Trustee is the beneficial owner of, or holds as collateral security for an obligation which is in default, five percent (5%) or more of the voting securities of any Person who, to the knowledge of the Trustee, owns ten percent (10%) or more of the voting securities of, or controls directly or indirectly or is under direct or indirect common control of, the Issuer; or
 - v. The Trustee is or becomes a Competitor.

For this purpose, a "Competitor" is:

- vi. any Person which is: (a) engaged in, (b) has a direct or indirect beneficial interest of at least thirty percent (30%) of the outstanding capital stock of, (c) has the power to nominate, appoint or elect a director or executive officer of, or (d) has the power to propose, direct or Control (whether by contract, the ownership of shares or otherwise) the management policy or affairs of, any business which is in competition with the business of the Issuer or, in any event, any Person which has the ability or power to disclose, use or otherwise exploit information relating to the Issuer in furtherance of or in connection with such competitive business; or
- vii. any Person, twenty percent (20%) or more of the voting securities of which is legally and beneficially, directly or indirectly, owned by a Person referred to in Section 3.9c(vi) above; or
- viii. any Person which is the legal and beneficial, direct or indirect, owner of at least twenty percent (20%) of the voting securities of a Person referred to in Section 3.9c(vi) above; or
- ix. any Person whose directors, partners or executive officers is a director, partner or executive officer of any of the Persons referred to in Section 3.9c(vi), (vii), and (viii) above; or
- x. any Person, thirty percent (30%) or more of the voting securities of which is legally and beneficially, directly or indirectly, owned by a director, partner, or executive officer, or any two (2) or more of such directors, partners or executive officers, of a Person referred to in Section 3.9c(vi).

3.10. Change of Trustee

- a. The Trustee may at any time resign by giving thirty (30) days prior written notice to the Issuer and to the Bondholders of such resignation. Upon receiving such notice of resignation of the Trustee, the Issuer shall immediately appoint a successor Trustee by written instrument in duplicate, executed by its authorized officers, one (1) copy of which instrument shall be delivered to the resigning Trustee and one (1) copy to the successor Trustee. If no successor Trustee shall have been so appointed and have accepted appointment within thirty (30) days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, or any Bondholder who has been a bona fide holder of the First Tranche Bonds for at least six (6) months (the "Bona Fide Bondholder") may, for and on behalf of the Bondholders, petition any such court for the appointment of a successor Trustee. Such court may thereupon after notice, if any, as it may deem proper, appoint a successor Trustee, subject to Section 3.2 of this Agreement.
- b. In case at any time any of the following shall occur -

- i. The Trustee shall fail to comply with the provisions of Section 3.9.a after written request therefor by the Issuer or by the Majority Bondholders; or
- ii. The Trustee shall cease to be eligible in accordance with the provisions of Section 3.2 and shall fail to resign after written request therefor by the Issuer or by any Bona Fide Bondholder; or
- iii. The Trustee shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or a receiver of the Trustee or of its property shall be appointed, or any public officer shall take charge or control of the Trustee or of its properties or affairs for the purpose of rehabilitation, conservation or liquidation; or
- iv. Provided there is no Event of Default, the successor Trustee, pursuant to Section 3.11, is not acceptable to the Issuer, for any reason;

then the Issuer may, within thirty (30) days therefrom remove the Trustee and appoint a successor Trustee, by written instrument in duplicate, executed by the Issuer's duly authorized officers, one (1) copy of which instrument shall be delivered to the Trustee so removed and one (1) copy to the successor Trustee. If the Issuer fails to remove the Trustee and appoint a successor Trustee, any Bona Fide Bondholder may, on behalf of himself and all other Bondholders, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee. Such court may thereupon after such notice, if any, as it may deem proper and prescribe, remove the Trustee and appoint a successor Trustee, subject to Section 3.2 of this Agreement.

- c. The Majority Bondholders may at any time remove for cause the Trustee and appoint a successor Trustee by the delivery to the Trustee so removed, to the successor Trustee and to the Issuer of the evidence provided for in Section 11.9 of the action in that regard taken by the Majority Bondholders. This is without prejudice to whatever remedies may be available to the Majority Bondholders under Applicable Law or in equity.
- d. Any resignation or removal of the Trustee and appointment of a successor Trustee pursuant to any of the provisions of this Section shall become effective upon the earlier of: (i) acceptance of appointment by the successor Trustee as provided in this Agreement; or (ii) the effectivity of the resignation notice sent by the Trustee under this Agreement provided, however, that after such effectivity of the resignation notice and, as relevant, until such successor Trustee is qualified and appointed, the resigning Trustee shall discharge duties and responsibilities solely as a custodian of records for turnover to the successor Trustee promptly upon the appointment thereof by the Issuer.
- e. Within ten (10) days from the effectivity of the resignation notice, the Trustee shall transfer and turn over to the successor Trustee, and shall make

an accounting of, all the assets, documents or instruments which are in the custody of the Trustee pursuant to this Agreement, if any.

3.11. Successor Trustee

- a. Any successor Trustee appointed as provided in Section 3.10 shall execute, acknowledge and deliver to the Issuer and to its predecessor Trustee an instrument accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor in the trust hereunder with like effect as if originally named as Trustee herein. The foregoing notwithstanding, on the written request of the Issuer or of the successor Trustee, the Trustee ceasing to act shall execute and deliver an instrument transferring to such successor Trustee, upon the trust herein expressed, all the rights, powers and duties of the Trustee so ceasing to act as such. Upon request of any such successor Trustee, the Issuer shall execute any and all instruments in writing as may be necessary to fully vest in and confer to such successor Trustee all such rights, powers and duties.
- b. No successor Trustee shall accept appointment as provided in this Section unless at the time of acceptance such successor Trustee shall be qualified and eligible under the provisions of Section 3.2 and has none of the conflict of interest under Section 3.9.
- c. Upon acceptance of appointment by a successor Trustee as provided in this Section, the Issuer shall notify the Bondholders in writing of the succession of such Trustee to the trust herein. If the Issuer fails to notify the Bondholders within ten (10) days after acceptance of appointment by the successor Trustee, the latter shall cause the Bondholders to be so notified at the expense of the Issuer.

3.12. Merger or Consolidation

Without prejudice to Section 3.9.b, any corporation into which the Trustee may be merged or with which it may be consolidated or any corporation resulting from any merger or consolidation to which the Trustee shall be a party or any corporation succeeding to the business of the Trustee shall be the successor of the Trustee hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, provided that such successor Trustee shall be eligible under Section 3.2 and has none of the conflict of interest under Section 3.9, and that, if such successor Trustee shall not be qualified under Section 3.9, such successor Trustee shall, within ninety (90) days after becoming such successor Trustee, either become qualified under Section 3.9 or resign in the manner and with the effect specified in Section 3.10. The Trustee shall immediately inform the Issuer of the occurrence of such merger, consolidation or such succession to the business of the Trustee.

3.13. Representations and Warranties of the Trustee

The Trustee represents to the Issuer and to the Bondholders as follows:

- a. It is a corporation duly incorporated, validly existing and in good standing under the laws of the Republic of the Philippines, and has its business address at the place indicated in this Agreement, and is registered or qualified to do business as now being conducted in every jurisdiction where registration or qualification is necessary;
- b. It has full power and authority to enter into this Agreement and to perform its obligations hereunder and execute the trust hereby created, and hereby accepts the trust in this Agreement and provided upon the terms and conditions herein set forth;
- c. The obligations of the Trustee under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with its terms;
- d. All consents, approvals and authorizations necessary on its part for the due execution, delivery and performance of this Agreement have been obtained or effected by it and remain in full force and effect as of the date hereof; and
- e. The execution and delivery of this Agreement, and the performance of its obligations hereunder, do not and will not violate any Applicable Law or judgments, orders or issuances of Philippine courts and will not conflict with or result in a breach of its constitutive documents, any contract, agreement or other obligation to which it is a party or for which it may be bound.

The aforesaid representations and warranties are true and correct as of the date of this Agreement and shall remain to be true and correct as long as the First Tranche Bonds or any portion thereof remain outstanding.

The representations and warranties of the Trustee shall survive the issuance of the First Tranche Bonds and may be enforced at any time while the First Tranche Bonds or any portion thereof remains outstanding.

Any breach of the foregoing representations of the Trustee entitles the Majority Bondholders to remove the Trustee pursuant to and in accordance with Section 3.10.c.

3.14. Declarations by the Trustee and the Issuer

The recitals contained herein and in the First Tranche Bonds, except the Trustee's representations provided in Section 3.12, shall be taken as the statements of the Issuer, and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representation as to the validity of the First Tranche Bonds. The Trustee shall not be accountable for the use or application by the Issuer of any of the First Tranche Bonds or of the proceeds of such First Tranche Bonds. Similarly, the Issuer takes no responsibility for the correctness of the representations made by the Trustee under Section 3.13.

3.15. Reports to the Bondholders

- a. Only upon the occurrence of either (i) or (ii) below, the Trustee shall submit to the Bondholders on or before March 31 of each year from the relevant Issue Date until full payment of the First Tranche Bonds a brief report dated as of December 31 of the immediately preceding year with respect to:
 - i. The property and funds, if any, physically in the possession of the Paying Agent held in trust for the Bondholders on the date of such report (as reported by the Paying Agent to the Trustee); and
 - ii. Any action taken by the Trustee in the performance of its duties under the Trust Agreement which it has not previously reported and which in its opinion materially affects the First Tranche Bonds, except action in respect of a default, notice of which has been or is to be withheld by it in accordance with the provisions of Section 10.2.
- b. Upon the written request of any Bona Fide Bondholder, the Trustee shall likewise transmit to the requesting Bondholder, a brief report with respect to the character, amount and the circumstances surrounding the making of any advance by the Trustee for the reimbursement of which the Trustee claims or may claim a Lien or charge which is prior to that of the Bondholders on the trust estate or property or funds held or collected by the Paying Agent and which it has not previously reported pursuant to this paragraph, if such advance remaining unpaid at any time aggregates more than ten percent (10%) of the aggregate principal amount of First Tranche Bonds outstanding at such time, such report to be transmitted within ninety (90) days from the making of such advance.
- c. Only upon a written request at least five (5) Banking Days before, the following pertinent documents may be inspected during regular business hours on any Banking Day at the principal office of the Trustee:
 - i. This Agreement;
 - ii. The Registry and Paying Agency Agreement;
 - iii. The latest Articles of Incorporation and By-Laws of the Issuer; and
 - iv. The Permit to Sell the First Tranche Bonds.
- d. Upon the written request of any Bona Fide Bondholder, the Trustee shall issue a certification as to the amount of First Tranche Bonds held by such Bona Fide Bondholder. The Bondholder shall pay the Trustee an upfront certification fee of Five Thousand Pesos (PhP5,000.00) per certification in addition to any fees that may be imposed by the Registrar and Paying Agent for such certification.

Section 4 REPRESENTATIONS AND WARRANTIES OF THE ISSUER

4.1. Representations and Warranties

The Issuer hereby represents and warrants to the Trustee and the Bondholders as follows:

- a. **Organization and Existence.** It is a corporation duly incorporated, validly existing and in good standing under the Laws of the Republic of the Philippines, and has its business address at the place indicated in this Agreement, and is registered or qualified to do business as now being conducted in every jurisdiction where registration or qualification is necessary;
- b. **Authorization.** It has full legal right, power and authority to carry on its present business, to own its properties and assets, to incur the Indebtedness and other obligations provided for in the First Tranche Bonds and this Agreement, and has taken all appropriate and necessary corporate and legal actions to authorize the offer, issuance, distribution and sale of the First Tranche Bonds, for the circulation of the Prospectus and the execution and delivery of this Agreement, and to comply, perform and observe the terms and conditions hereof and thereof;
- c. **Binding Obligation.** The obligations of the Issuer under the First Tranche Bonds, this Agreement and all accepted Applications to Purchase will constitute its legal, valid and binding obligations, enforceable in accordance with their terms and conditions;
- d. **No Breach.** The execution and delivery by the Issuer of this Agreement, the issuance of the First Tranche Bonds, the performance by it of any provision, condition, covenant or other terms herein or therein and its payment of all amounts due on the dates and in the currency provided for therein will not violate in any respect any provision of its Articles of Incorporation, By-Laws, or other constitutive documents, or violate, conflict with or result in the breach of or constitute a default (or which, with the giving of notice or passing of time or both, would constitute a default) under: (i) any Applicable Law presently in effect; or (ii) any indenture, agreement, mortgage, contract or other undertaking or instrument to which it is a party or which is binding upon it or any of its properties or assets, and do not and will not result in the creation or imposition of any Lien in or any security interest on any of its properties or assets pursuant to the provisions of such indenture, agreement, contract or other undertaking or instrument;
- e. **No Event of Default.** No event has occurred and is continuing or would result from the making of this Agreement or the issuance of the First Tranche Bonds which constitutes an Event of Default under Section 9.1 hereof or which, upon a lapse of time or notice or both, would become such an Event of Default;
- f. **No Declared Event of Default in Other Agreements.** No declared event of default which would have a Material Adverse Effect has occurred which constitutes a default by the Issuer under or in respect of any agreement, undertaking or instrument to which it is a party or by which it or its ownership in any of its assets or properties may be bound. Neither has an

event which would have a Material Adverse Effect occurred which with giving of notice, lapse of time or other conditions would constitute a declared event of default by it under or in respect of any such agreement, undertaking or instrument;

- g. **Consents, Approvals and Registrations.** All consents, licenses, approvals and authorizations of, and all filings and registrations with any Governmental Authority, bureau or agency, or other entity or Person legally necessary for the issuance as well as the offering, distribution and sale of the First Tranche Bonds, for the circulation of the Prospectus, and for the Issuer to enter into and comply with its obligations under this Agreement, the First Tranche Bonds and all accepted Applications to Purchase, will have been obtained or effected on or before the commencement of the Offer Period;
- h. **Compliance with Conditions.** All conditions imposed under the Securities Regulation Code and the pertinent rules and regulations of the SEC with respect to the offer, issuance, distribution and sale of the First Tranche Bonds, have been or will have been complied with by the Issuer as of the date or time that they are required to be complied with;
- i. **Litigation.** Except as otherwise disclosed by the Issuer to the Bondholders, through the Trustee, in writing on or prior to the date of this Agreement, there is no litigation, arbitration or other proceeding pending, or to its knowledge threatened against or affecting it or its assets and properties, before any court or governmental department, commission, board, bureau, agency or instrumentality of the Republic of the Philippines or any other jurisdiction which, if determined adversely could have a material adverse effect on the business, properties, assets or financial conditions of the Issuer, or have a Material Adverse Effect or which might enjoin the execution and delivery of or might affect in any manner the validity and enforceability of this Agreement or the First Tranche Bonds;
- j. **Immunity.** Neither it nor any of its properties or assets enjoy any right of immunity from suit, jurisdiction of any competent court, attachment prior to judgment, attachment in aid of execution, execution of judgment or set-off in respect of its obligations under this Agreement or the First Tranche Bonds;
- k. **Equal Rank.** Its obligations under this Agreement and the First Tranche Bonds shall constitute direct, unconditional, unsecured, and unsubordinated Peso denominated obligations of the Issuer and shall rank *pari passu* and ratably without any preference or priority amongst themselves and at least *pari passu* in priority of payment with all other present and future unsecured and unsubordinated obligations of the Issuer, other than (i) obligations preferred by the law, (ii) any obligation incurred by the Issuer pursuant to Section 5.2.a or as may be allowed by this Agreement, and (iii) other Indebtedness or obligations disclosed by the Issuer to the Trustee as of the Issue Date.
- l. **Material Adverse Event.** No event has occurred which might materially and adversely affect its condition (financial or otherwise), results of operation,

business or prospects or which makes it improbable that it will be able to fulfill any of its obligations under this Agreement or the First Tranche Bonds;

- m. **Financial Statements.** Its audited financial statements as of December 31, 2017, December 31, 2016, and December 31, 2015 fairly represent in all material respects the financial conditions of the Issuer as of such date and results of its operations for such period based on PFRS, and since such date, there has been no material adverse change in such condition or operations. There are no substantial liabilities of the Issuer, direct, contingent or otherwise as of the Issue Date, which are not reflected in such balance sheet except for those which have been previously disclosed in writing;
- n. **Compliance with Laws/Taxes.** The Issuer is conducting its business and operations in compliance with the Applicable Law. The Issuer has filed timely tax returns with the appropriate Governmental Authority, which are required to be filed by it, and has paid all Taxes shown to be due on such tax returns and on all assessments received by it, to the extent that such Taxes and assessments have become due, except to the extent that the payment of such Taxes and assessments is being contested in good faith and by appropriate proceedings diligently conducted, and adequate reserves have been provided for payment thereof;
- o. **Material Disclosure.** All information heretofore or hereinafter given by the Issuer to the Joint Lead Underwriters (for the due diligence review of the Offer and for other purposes directly relating to the Offer), and to the Bondholders, through the Trustee, for and in connection with this Agreement and the First Tranche Bonds are true, binding, complete and correct in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading in light of the circumstances under which such statements were or are made; reasonable inquiries have been made to verify the facts contained therein; and, there are no other facts the omission of which would make any fact or statement therein misleading;
- p. **Registration Statement and Prospectus.** The Registration Statement and the Prospectus are not violative of any statute or any rule or regulation of any governmental agency or office, do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein not misleading in light of the circumstances under which such statements were or are made; reasonable inquiries have been made to verify the facts contained therein; and there are no other facts the omission of which would make any fact of statement therein misleading. The Registration Statement and the Prospectus contain a reasonably complete description of the business, properties, operations, financial condition, affairs and assets of the Issuer, its capitalization, the First Tranche Bonds, and the terms of the Offer;
- q. **Title to Properties.** It has valid, good, indefeasible, and marketable title to all its properties appearing in its financial statements, free and clear of

Liens, restrictions, or charges, except as provided under Section 5.2.a hereof;

- r. **Concession, Trade Names and Patents.** It has the right to all concessions, trade names, patents and license agreements necessary for the conduct of its business as now conducted, without any known conflict with the rights of others, except to the extent that such rights may be subject to conflicts with third parties which would not have a Material Adverse Effect; and
- s. **Solvency.** The Issuer is solvent to operate and engage in business, and specifically that: (i) it is able to meet its obligations as they mature; (ii) the fair value of its assets exceeds its liabilities; and (iii) it has sufficient capital to carry on its business.
- t. On Issue Date and on the issue date of each subsequent tranche of the Bonds, the Net Debt to Consolidated Equity Ratio shall not exceed 3:1. At least two (2) Banking Days prior to such issue date, the Issuer shall furnish the Trustee, substantially in the form of **Exhibit 2** a certificate signed by the Chief Finance Officer or a duly designated officer of the Issuer stating the Net Debt, Consolidated Equity and Net Debt to Consolidated Equity Ratio of the Issuer, dated on the date of delivery thereof, together with the relevant supporting documents to enable the validation of such calculation.

4.2. Survival of Representations and Warranties

Each of the representations and warranties set forth in Section 4.1 hereof are made as of the date of this Agreement and, except for Section 4.1.p, will be true and accurate throughout the continuance of this Agreement and for as long as the First Tranche Bonds or any portion thereof remains outstanding, with reference to the facts and circumstances existing from time to time.

Section 5 COVENANTS

5.1. Affirmative Covenants

The Issuer covenants that during the term of the First Tranche Bonds and until payment in full and performance of all its obligations thereunder and under this Agreement, the Issuer shall act as follows and shall perform the following obligations:

- a. **Maintenance and Continuity of Business/Insurance.** The Issuer shall maintain and preserve its corporate existence, rights, privileges and franchises necessary or desirable in the normal conduct of its business (including, without limitation, any governmental approval, license or certification necessary or advisable for the legality, validity and enforceability of this Agreement and the First Tranche Bonds); carry out and conduct its business in an orderly, diligent, efficient, and customary manner and in accordance with sound financial and business practices; keep all its properties in good working order and condition, and from time to time make all needful and proper repairs, renewals, replacements and improvements thereto and thereof so that business carried on in connection

therewith may be properly and advantageously conducted at all times; and maintain insurance with reputable insurers on all of its properties and assets to such extent and against such risk as is customary with companies in the same or similar business and maintain such other insurance as may be required by Applicable Law;

- b. **Compliance with Law/ Taxes.** The Issuer shall comply in all respects with all Applicable Law. It shall at all times comply with all orders, directives, judgments, indentures, mortgages, deeds of trust, agreements and other instruments, arrangements, obligations and duties to which it is subject or by which it is legally bound where non-compliance would materially and adversely affect the Issuer's ability to duly perform and observe its obligations and duties under this Agreement and the First Tranche Bonds. The Issuer shall duly pay and discharge all Taxes assessments and governmental charges of whatsoever nature and by whomsoever levied upon it or against its properties prior to the date on which penalties attach thereto, unless and to the extent only that the same shall be contested in good faith and by appropriate proceedings diligently conducted by the Issuer and adequate reserves have been provided for the payment thereof or where penalties and consequences for a delay in the payment thereof will not result in a Material Adverse Effect;
- c. **Indebtedness and Contractual and Other Obligations.** The Issuer shall promptly pay and discharge all Indebtedness and perform all contractual obligations promptly and in accordance with their terms; duly pay and discharge all lawful claims of labor, materials, supplies, services or otherwise which might or could, if unpaid become a Lien or charge upon the properties or assets of the Issuer, unless and to the extent only that the same shall be contested in good faith and by appropriate proceedings diligently conducted by the Issuer, and take such steps as may be necessary in order to prevent its properties or any part thereof from being subjected to the possibilities of loss, forfeiture or sale;
- d. **Notice of Legal Proceeding and Adverse Action.** The Issuer shall give the Bondholders through the Trustee prompt written notice of:
 - i. any litigation or proceeding before any court, tribunal, arbitrator or Governmental Authority affecting it or any of its assets, including provisional relief such as attachments and garnishments, that could materially impair the ability of the Issuer to carry on its business substantially as now conducted, or materially and adversely affect its operations or financial condition, or would have a Material Adverse Effect;
 - ii. any dispute which may exist between it and any Governmental Authority or any proposal by any Governmental Authority to acquire its business or any of its assets which could materially and adversely affect its operations and financial condition, or would have a Material Adverse Effect;

- iii. any litigation or proceeding relating to environmental matters concerning the Issuer that may materially and adversely affect its operations and financial condition, or would have a Material Adverse Effect;
 - iv. any notice of strike filed with the Department of Labor and Employment against the Issuer which may materially and adversely disrupt the Issuer's business operations or have a Material Adverse Effect;
 - v. any Event of Default or any event which, upon a lapse of time or giving of a notice or both, would become an Event of Default;
 - vi. any damage, destruction or loss which might materially and adversely affect the assets, business operations, prospects or financial condition of the Issuer or have a Material Adverse Effect; or
 - vii. any other event or matter of any nature whatsoever which has Material Adverse Effect;
- e. **Additional Agreements.** The Issuer shall promptly execute and deliver to the Bondholders, through the Trustee, such additional reports, documents, and other information respecting the business, properties, condition or operations, financial or otherwise of the Issuer, as the Bondholders may reasonably require from time to time to perfect and confirm to the Bondholders all their rights, powers and remedies hereunder;
- f. **Continuing Consents and Approvals.** The Issuer shall at its own cost and expense, continue and maintain in full force and effect any and all Authorizations, approvals, licenses or consents obtained in connection with or necessary for the carrying out of its business and its obligations under this Agreement and the First Tranche Bonds; perform and observe all the conditions and restrictions contained in, or imposed on the Issuer by, any and all such Authorizations; and, obtain any new or additional Authorizations, approvals, licenses or consents, effect any and all registrations or filings and take such additional actions as are, or which may become, necessary for its business and the performance by the Issuer of its obligations under this Agreement and the First Tranche Bonds or the enforceability of this Agreement and the First Tranche Bonds;
- g. **Books of Account and Records.** The Issuer shall maintain true, materially complete and adequate books of accounts and records and prepare all financial statements required hereunder to reflect fairly its financial condition and results of operation in accordance with PFRS and in compliance with the regulations of any Governmental Authority having jurisdiction thereof; appoint and maintain as auditors a firm of independent public accountants of recognized standing acceptable to the Trustee;
- h. **Reports.** The Issuer will furnish the Trustee:

- i. within ninety (90) days after the close of each semestral period of the fiscal year of the Issuer, unaudited consolidated financial statements of the Issuer, as of the end of such semester, certified by an authorized officer of the Issuer, each prepared in accordance with PFRS; and
 - ii. within one hundred twenty (120) days after the close of the fiscal year of the Issuer, copies of the annual consolidated audited reports of the Issuer, certified by independent accountants of recognized standing accredited by the SEC including consolidated balance sheets as of the end of such fiscal year and consolidated earnings and surplus statements of the Issuer for such fiscal year, prepared in accordance with PFRS;
- i. **Certificate of No Default, Compliance and Notice of Default.** The Issuer shall furnish the Trustee, substantially in the form of **Exhibit 1**:
 - i. simultaneous with the audited consolidated financial statements, a certificate signed by the Chief Finance Officer or a duly designated officer of the Issuer, dated not more than ten (10) days prior to the delivery thereof, stating that no event has occurred and is continuing which constitutes or which, with the giving of notice or lapse of time or both, would constitute an Event of Default; and
 - ii. within five (5) Banking Days after the occurrence of any event which constitutes or which, with the giving of notice or lapse of time or both, would constitute an Event of Default, notice of such occurrence, together with a detailed statement by the Chief Finance Officer or a duly designated officer of the Issuer as to the nature thereof and the steps taken and/or being taken by the Issuer to cure such event;
- j. **Notice of Change of Address.** The Issuer shall give the Bondholders, through the Trustee, written notice of any change of address at least five (5) Banking Days prior to such change;
- k. **Title.** The Issuer shall maintain, warrant and defend the rights, title and interests of the Bondholders hereunder and under the First Tranche Bonds;
- l. **Use of Proceeds.** The Issuer shall ensure that the proceeds of the First Tranche Bonds shall be used for the purpose stated in the Prospectus. Notwithstanding this Section, the Issuer may reallocate the proceeds of the First Tranche Bonds to other purposes subject to compliance with the Applicable Law;
- m. **Subsidiaries.** The Issuer shall cause its Subsidiaries, so far as is permitted by Applicable Law, or by loan covenants, or by the financial conditions of, or other relevant agreements of the Issuer or Subsidiary, to pay such dividends to the Issuer as are necessary to meet the Issuer's obligations under this Agreement and the First Tranche Bonds;

- n. **Ranking of the First Tranche Bonds.** If the Issuer incurs Indebtedness embodied in public instruments providing priority or preference under Article 2244(14) of the Civil Code of the Philippines, the Issuer shall, at its option, either procure a waiver of the preference created by such notarization or equally and ratably extend such preference to the First Tranche Bonds;
- o. **Submission of Reports/Information Documents to Trustee.** The Issuer shall submit to the SEC copies of the reports, information and documents which the Issuer may be required to file with the SEC in connection with the offering of the First Tranche Bonds pursuant to the Securities Regulation Code, and submit the same to the Trustee (other than those documents which are already required to be submitted to the Trustee under this Agreement), within ten (10) Banking Days after the Issuer has filed the same with the SEC;
- p. **Further Assurances.** The Issuer shall: (i) comply with all the terms and conditions of this Agreement and the First Tranche Bonds; (ii) maintain satisfactory accounting, cost control, and management information systems; and (iii) ensure that all transactions with Subsidiaries and material Affiliates in the ordinary course of business shall be executed on arm's length basis; and
- q. **Services of a Credit Rating Agency.** The Issuer shall maintain the services of an independent credit rating agency accredited by the SEC to monitor the First Tranche Bonds rating.

5.2. Negative Covenants

During the term of this Agreement and until payment in full of all the outstanding First Tranche Bonds and performance of all other obligations of the Issuer hereunder, the Issuer hereby covenants that it shall not permit any of the following occurrences without the prior consent of the Majority Bondholders:

- a. **Encumbrances.** The Issuer shall not permit any Indebtedness to be secured by or to benefit from any Lien, in favor of any creditor or class of creditors on, or in respect of, any present or future assets or revenues of the Issuer or the right of the Issuer to receive income; *Provided*, however that this shall not prohibit the following:
 - i. any Lien over any asset to secure: (x) payment of the purchase price or cost of leasehold rights of such asset; or (y) the payment of the cost and expenses for the development of such asset pursuant to any development made or being made by the Issuer in the ordinary course of business; or (z) the payment of any indebtedness in respect of borrowed money (including extensions and renewals thereof and replacements therefor) incurred for the purpose of financing the purchase, lease or development of such asset;
 - ii. Liens or charges for current taxes, assessments, or other governmental charges which are not delinquent or remain payable,

without any penalty, or the validity of which is contested in good faith by appropriate proceedings, and adequate reserves have been provided for payment thereof;

- iii. any Lien to secure, in the normal course of the business of the Issuer or its affiliates: (x) statutory or regulatory obligations; or (y) performance of bids, tenders, contracts (other than for the repayment of borrowed money) or leases;
- iv. any Lien to secure, in relation to a pending judicial, administrative, or arbitral proceeding, the Issuer or its affiliates' (x) surety or appeal bonds; or (y) bonds for release of attachment, stay of execution or injunction;
- v. any Lien constituted for the purpose of guaranteeing an affiliate's obligation in connection with any contract or agreement that has been assigned to such affiliate by the Issuer;
- vi. any Lien constituted for the purpose of guaranteeing an obligation in connection with any contract or agreement of sale of any asset by the Issuer, provided that the Lien is removed or discharged within twelve (12) months of the date of the sale of the asset;
- vii. any Lien created over (x) deposits made by the Issuer with the proceeds of any loan facility made to it by any bank or financial institution denominated in a currency other than Philippine Pesos ("foreign currency"); or (y) financial instruments denominated in foreign currency owned by the Issuer, in each case solely for the purposes of raising an equivalent amount of Peso denominated indebtedness;
- viii. any Lien on the properties and assets of the Issuer: (x) imposed by Applicable Law, such as carriers' Liens, warehousemen's Liens, mechanics' Liens, unpaid vendors' Liens, and other similar Liens arising in the ordinary course of business; (y) arising out of pledges or deposits under workmen's compensation laws, unemployment insurance, old age pensions, or other social security or retirement benefits or similar legislation, or retirement benefit plans of the Issuer; or (z) arising out of the set-off provision on other agreements of the Issuer relating to Indebtedness;
- ix. any Lien in favor of banks, insurance companies, other financial institutions, and Philippine government agencies, departments, authorities, corporations of other juridical entities which secure a preferential financing obtained by the Issuer under a governmental program and the aggregate principal amount of such preferential financing does not exceed Thirty-Five percent (35%) of the Issuer's total assets;
- x. any Lien over its cash deposits, short-term cash investments, and marketable investment securities in favor of banks and other

financial institutions, which secure (i) any borrowed money in connection with a Treasury Transaction in the ordinary course of business of Issuer, provided that the aggregate amount of security does not at any time exceed United States Dollars: Forty Million (US\$40,000,000.00) or its equivalent; and/or (ii) standby letters of credit to be used to guarantee additional equity infusions by the Issuer in its Subsidiaries or Affiliates and/or used in the ordinary course of business of Issuer, its Subsidiaries and/or Affiliates;

- xi. other Liens: (x) created solely by operation of law; and (y) on such other assets, whether constituted before or after the Issue Date, as may be disclosed in writing by the Issuer to the Trustee on or before the execution of this Agreement; and
- xii. any Lien constituted over the investment of the Issuer in any of its affiliate, and whether such investment is in the form of shares, deposits or advances to guarantee or secure the obligations of the said affiliates;

Provided that for purposes of “affiliate” as used in Section 5.2a(iii), (iv), (v), and (xii) of this Agreement, it shall refer to any Person in which the Issuer has investment, whether direct or indirect, in.

- b. **Nature of Business.** Except as required by Applicable Law or any Governmental Authority, the Issuer shall not: (i) make or permit any material change in the nature of its business from that being carried on as of the date hereof; or (ii) engage in any business operation or activity other than that for which it is presently authorized, expressly or impliedly, by its Articles of Incorporation or by Applicable Law;
- c. **Merger or Consolidation.** The Issuer shall not enter into any merger or consolidation except where (i) the Issuer is, or the Aboitiz Group retains Control of, the surviving corporation; (ii) such merger or consolidation is required by law, regulation, or decree; or (iii) such merger or consolidation does not result in a Material Adverse Effect;
- d. **Amendment of Articles of Incorporation and By-laws: Quasi-reorganization.** Except as required by Applicable Law, the Issuer shall not amend its Articles of Incorporation and/or By-laws or reorganize or reduce its capital where such amendment, reorganization, or reduction of capital results in a Material Adverse Effect;
- e. **Declaration and Payment of Cash Dividends/Issuance of Share.** The Issuer shall not declare or pay any dividends to its stockholders (other than dividends payable solely in shares of its capital stock and cash dividends due on its then-outstanding preferred shares) or retain, retire, purchase or otherwise acquire any class of its capital stock, or make any other capital or other asset distribution to its stockholders, unless all payments due under the First Tranche Bonds are current and updated;

- f. **Sale or Lease of Assets.** The Issuer shall not sell, assign, lease, transfer, dispose, or subject all and/or substantially all of its properties and assets (whether in a single transaction or in a series of transactions, related or otherwise), divest any of its existing investments, or acquire all or substantially all of the properties or assets of any other Person except when such sale, assignment, lease, transfer, disposition, divestment, or acquisition: (i) is made in the ordinary course of business; (ii) is required by Applicable Law or any Governmental Authority; or (iii) does not result in a Material Adverse Effect;
- g. **Assignment of Revenues/Income.** The Issuer shall not assign, transfer or otherwise convey any right to receive any of its income or revenues except when such assignment, transfer, or conveyance: (i) is allowed under Section 5.2a above; (ii) is made in the ordinary course of day-to-day operations; (iii) is required by Applicable Law or any Governmental Authority; or (iv) does not result in a Material Adverse Effect;
- h. **Guarantee.** The Issuer shall not purchase or repurchase (or agree contingently or otherwise to do so) the Indebtedness, or assume, guarantee, endorse, or otherwise become directly or contingently liable (including without limitation, to become liable by way of agreement, contingent or otherwise, to purchase, use facilities, provide funds for payment, supply funds or otherwise invest in the debtor or otherwise to assure the creditor against loss) for or in connection with any obligation or Indebtedness of any other Person, other than obligations of its Subsidiaries or Affiliates or any Person which the Issuer has investments in, whether such investment is in the form of shares, deposits or advances;
- i. **Suspension of Business.** The Issuer shall not voluntarily suspend its business operations in a manner that will result in a Material Adverse Effect, or dissolve its affairs;
- j. **Loans and Advances to any Person.** The Issuer shall not extend any loan, advance or subsidy to any person (other than to its Subsidiaries or Affiliates or any Person which the Issuer has investments in, whether such investment is in the form of shares, deposits or advances, or transactions in the ordinary course of business) which will have a Material Adverse Effect. Neither shall the Issuer make any deposit, credit to, or investment in, any Person which will have a Material Adverse Effect, except for bank deposits, money market placements, and other transactions in the ordinary course of business;
- k. **Incurrence of Additional Loans.** The Issuer shall not incur any loan obligation with a maturity of more than one (1) year, if on the Transaction Date, after giving effect to the incurrence of such loan obligation and any other such cumulative obligations, but not giving any effect to the receipt or application of proceeds therefrom, the Net Debt to Consolidated Equity Ratio, as at the last day of the Relevant Period immediately preceding the Transaction Date (and giving effect to the incurrence of such loan obligation and any other such cumulative obligations), will exceed 3:1. At least two (2) Banking Days prior to the Transaction Date, the Issuer shall furnish the Trustee, substantially in the form of **Exhibit 2** a certificate signed by the

Chief Finance Officer or a duly designated officer of the Issuer stating the Net Debt, Consolidated Equity and Net Debt to Consolidated Equity Ratio of the Issuer, dated on the date of delivery thereof, together with the relevant supporting documents to enable the validation of such calculation.

- l. **Acceleration of Outstanding Credit Obligations.** The Issuer shall not, after the occurrence of an Event of Default, voluntarily prepay any Indebtedness unless it shall contemporaneously make a proportionate prepayment of the First Tranche Bonds; and
- m. **Material Adverse Effect.** The Issuer shall not, in any case, execute, perform or do any other act which shall have a Material Adverse Effect.

5.3. Survival

The covenants of the Issuer mentioned in Sections 5.1 and 5.2 shall survive the issuance of the First Tranche Bonds and shall be performed fully and faithfully by the Issuer at all times while the First Tranche Bonds or any portion thereof remain outstanding.

Section 6 PAYMENT OF THE FIRST TRANCHE BONDS

6.1. Remittance of Payment by the Issuer

- a. No later than three (3) Banking Days prior to a Payment Date, the Paying Agent shall notify Issuer in writing of the amount required to be remitted on such relevant Payment Date in accordance with the Registry and Paying Agency Agreement. On Payment Date, the Issuer shall remit to the Paying Agent in good and cleared funds the amount required for all interest and principal payments of the First Tranche Bonds, net of any withholding tax, which tax shall be remitted to the BIR by the Issuer in accordance with BIR rules and regulations. Principal, interest, and any other payment shall be considered paid and the Issuer's obligation to pay discharged at the time it is due if: (i) at such time the Paying Agent holds money sufficient to pay all principal, interest, or other payments then due, and (ii) the Paying Agent pays out such monies to the Bondholders or the Issuer causes payment to be made directly to the Bondholders to discharge the interest or principal payments due on the First Tranche Bonds in accordance with the Registry and Paying Agency Agreement.
- b. In the event that the Issuer will be unable to remit the full amount sufficient to cover the principal and the interest on the First Tranche Bonds on the Payment Date, the Issuer shall remit the amount available for payment to the Paying Agent; provided, that such remitted amount shall be proportionately applied towards the satisfaction of the amounts due on the First Tranche Bonds, and without prejudice to the right of action of the Trustee and the Bondholders because of such failure to remit in full such amount.

6.2. Interest Payment

- a. The interest on the outstanding principal sum of the First Tranche Bonds shall be paid at a rate and in the manner provided in **Annex "A"** hereof, accrued and payable on the dates indicated in the interest coupon of the First Tranche Bonds (the "Interest Payment Dates"). The Interest Payment Dates shall be automatically adjusted to fall on the immediately succeeding Banking Day if the Interest Payment Dates fall on a non-Banking Day, but there shall be no adjustment in the amount of interest as originally computed. Interest on the first Interest Payment Date will cover the period from Issue Date up to such Interest Payment Date. Subsequent interest payments shall be reckoned from the last Interest Payment Date up to the next Interest Payment Date. The last Interest Payment Date on the Series A Bonds and Series B Bonds shall fall on their respective Maturity Dates.
- b. The Person in whose name the First Tranche Bonds is registered at the close of business on the Record Date preceding any Interest Payment Date shall be entitled to receive payment of the interest accruing up to such Interest Payment Date. In case of default in the payment of interest, such defaulted interest payment shall pertain to and be paid to the Person in whose name the First Tranche Bonds are registered as of Record Date immediately preceding the relevant Interest Payment Date. In all cases, interest payments shall be remitted to the Bondholders only upon proper presentation to, and authentication by, the Paying Agent of proper authorization and identification papers.

6.3. Principal Repayment

- a. Unless previously redeemed, purchased, and cancelled, the principal amount of the Series A Bonds and Series B Bonds shall be payable on their respective Maturity Dates at its face value.
- b. The Maturity Dates shall be automatically adjusted to fall on the immediately succeeding Banking Day if the relevant Maturity Date is on or otherwise falls on a non-Banking Day; provided, that no adjustment on the principal or interest accruing on such Maturity Date shall be made.

6.4. Optional Redemption

Prior to the respective Maturity Dates of Series A Bonds and Series B Bonds, the Issuer shall have the option, but not the obligation, to redeem in whole (and not in part), the outstanding First Tranche Bonds on the Optional Redemption Dates, as provided below, or the immediately succeeding Banking Day if such date is not a Banking Day, without any adjustment on the principal or interest accruing (the "Optional Redemption Date").

The Issuer shall give not less than thirty (30) nor more than sixty (60) days prior written notice of its intention to redeem the First Tranche Bonds, which notice shall be irrevocable and binding upon the Issuer to effect such early redemption of the First Tranche Bonds on the Optional Redemption Date stated in such notice.

The amount payable to the Bondholders in respect of the Optional Redemption exercise (the “Optional Redemption Price”) shall be calculated based on the principal amount of the First Tranche Bonds being redeemed as the aggregate of the: (i) accrued interest computed from the last Interest Payment Date up to the relevant Optional Redemption Date; and (ii) the product of the principal amount and the applicable Optional Redemption Price in accordance with the following schedule:

For the Series A Bonds:

Optional Redemption Date	Optional Redemption Price
4 years from Issue Date	100.25%

For the Series B Bonds:

Optional Redemption Dates	Optional Redemption Price
7 years from Issue Date	102.00%
8 years from Issue Date	101.00%
9 years from Issue Date	100.25%

6.5. Redemption for Taxation Reasons

The Issuer may redeem the First Tranche Bonds in whole, but not in part, on any Interest Payment Date (having given not more than sixty (60) nor less than thirty (30) days’ notice to the Trustee) at par plus accrued interest, subject to the requirements of Applicable Law, if payments under the First Tranche Bonds become subject to additional or increased taxes for the Issuer, other than the taxes and rates of such taxes prevailing on Issue Date as a result of certain changes in Applicable Law, and such additional or increased rate of such tax cannot be avoided by use of reasonable measures available to the Issuer.

For avoidance of doubt, the Issuer shall not be liable for the payment of the additional or increased taxes on the income of the Bondholders, which shall be for the account of the Bondholders.

The Trustee, upon receipt of written notice of redemption delivered by the Issuer, shall declare the principal of the First Tranche Bonds, including all accrued interest, to be immediately due and payable, and upon such declaration the same shall be immediately due and payable without any pre-payment penalty that is imposed under an optional redemption, anything in this Agreement or in the First Tranche Bonds contained to the contrary notwithstanding.

6.6. Mandatory Redemption

If any one or more of the following events shall occur, in the reasonable opinion of the Bondholders holding at least two-thirds (2/3) of the outstanding amount of the First Tranche Bonds for the events contemplated in (a), (b) or (c) below or the Majority Bondholders for the events contemplated in (d) below (and with written notice to the Trustee), and be continuing for a period of fifteen (15) Banking Days with respect to the events contemplated in (a) or (c) below:

- a. Any law, government and/or non-government consent, license, authorization, registration or approval now or hereafter necessary to enable the Issuer to comply with its obligations under the Trust Agreement or the First Tranche Bonds which shall be modified in a manner which, in the reasonable opinion of the Trustee, while not constituting an Event of Default, will materially and adversely affect the ability of the Issuer to comply with such obligations, or shall be withdrawn or withheld;
- b. Any provision of the Trust Agreement or any of the related documents is or becomes invalid, illegal or unenforceable by reason of: (i) any final judgment or order by a court of competent authority; or (ii) notwithstanding any pending action before a court of competent authority: (x) any final and effective act of any Government Authority, or (y) any final and effective law, rule, or regulation to the extent that it becomes for any reason unlawful for the Issuer to give effect to its rights or obligations hereunder, or to enforce any provisions of the Trust Agreement or any of the related documents in whole or in part, or any law is introduced to prevent or restrain the performance by the parties hereto of their obligations under the Trust Agreement or any other related documents;
- c. Any concessions, permits, rights, franchise or privileges required for the conduct of the business and operations of the Issuer shall be revoked, canceled or otherwise terminated, or the free and continued use and exercise thereof shall be curtailed or prevented, by reason of: (i) any final judgment or order by a court of competent authority; or (ii) notwithstanding any pending action before a court of competent authority: (x) any final and effective act of any Government Authority, or (y) any final and effective law, rule, or regulation, in such a manner as to materially and adversely affect the financial condition or operations of the Issuer; and
- d. Any Government Authority or any competent authority condemns, seizes, or expropriates all or substantially all of the assets or properties of the Issuer, unless such act is contested in good faith by the Issuer or unless such act is suspended or restrained by an order of a court of competent jurisdiction;

then, the Trustee, by notice in writing delivered to the Issuer may declare the principal of the First Tranche Bonds, including all accrued interest and other charges thereon, if any, to be immediately due and payable, and upon such declaration the same shall be immediately due and payable without any pre-payment penalty that is imposed under an optional redemption, anything in this Agreement or in the First Tranche Bonds contained to the contrary notwithstanding, subject to the notice requirements under Section 10.2, provided that, such notice shall not be deemed either caused by a default under Section 9.1, or a notice of default under Section 10.2.

6.7. Penalty Interest

In case any amount payable by the Issuer under the First Tranche Bonds, whether for principal, interest, fees due to the Trustee, Registrar or Paying Agent or otherwise, is not paid on due date, the Issuer shall, without prejudice to its obligations to pay the said principal, interest and other amounts, pay penalty fee on

the defaulted amount(s) at the rate of two percent (2%) per annum (the “Penalty Interest”) from the time the amount fell due until it is fully paid.

Section 7 DISCHARGE OF OBLIGATION

The obligations of the Issuer under the First Tranche Bonds and this Agreement shall cease to be of further effect if the Issuer shall have paid or remitted or caused to be paid the principal of, and all accrued interest on, all the First Tranche Bonds issued and outstanding, including Penalty Interest, if any, at the time and in the manner therein provided.

In the event that the obligations of the Issuer under the First Tranche Bonds and this Agreement shall cease to be of further effect as provided in this Section, the Trustee shall, on demand of the Issuer and at the latter's cost and expense, execute proper instruments acknowledging the satisfaction and discharge of the obligations of the Issuer under the First Tranche Bonds and this Agreement. The Issuer agrees to reimburse the Trustee for any cost or expense thereafter reasonably and properly incurred by the Trustee in connection with the First Tranche Bonds or this Agreement.

Section 8 UNCLAIMED PAYMENTS

The Paying Agent shall be responsible for any money remitted to it for the payment of principal and interest on any First Tranche Bonds including Penalty Interest, if any, but not actually applied to such payment because the same have not been collected or claimed by the Bondholders. The Bondholders concerned shall make the necessary request for payment to the Paying Agent for any such sums unclaimed in accordance with the Registry and Paying Agency Agreement. Any unclaimed payments shall not bear any interest.

Six (6) months after the respective Maturity Dates of the Series A Bonds and the Series B Bonds or Optional Redemption Date or date of early redemption other than the Optional Redemption Date, the Paying Agent shall return any balance remaining in such payment account. Such amount of unclaimed interests and principal payments shall be held for the benefit of the Bondholders. Upon payment of all amounts due to the Bondholders or return of the balance to the Issuer as provided in this Section, the responsibility of the Paying Agent to effect payments to the Bondholders as provided for in this Agreement shall cease.

Section 9 EVENTS OF DEFAULT

9.1. Events of Default.

A Bondholder upon receipt of information of an occurrence of any of the events enumerated in this Section 9.1, or the Issuer pursuant to Section 5.1.d, shall promptly notify the Trustee in writing of the occurrence of such event.

Each of the following events constitutes an Event of Default (“Event of Default”) under this Agreement:

- a. **Payment Default.** The Issuer fails to pay when due and payable any amount of principal or interest which the Issuer is obligated to pay the Bondholders under this Agreement and the First Tranche Bonds, and such failure to pay is not remedied within seven (7) Banking Days from due date thereof.

The Issuer fails to pay when due and payable any other amount payable by the Issuer in respect of the First Tranche Bonds and under the Trust Agreement in the manner, at the place, and in the currency in which it is expressed to be payable, and such non-payment continues for thirty (30) days from the date such payment is due. These other amounts include Penalty Interest, insofar as the payment of such interest is concerned;

- b. **Representation Default.** Except for clerical or typographical error, any representation or warranty made by the Issuer in this Agreement or in any document issued pursuant thereto or otherwise in connection therewith shall prove to have been untrue, incorrect, or misleading in any material respect as at the time it was made or deemed to have been made or is violated or not complied with, and the circumstances which cause such representation or warranty to be incorrect or misleading continue for not less than thirty (30) days (or such longer period as the Majority Bondholders shall approve) after receipt of written notice from the Trustee to that effect;
- c. **Other Provisions Default.** The Issuer fails to perform or comply with any other term, obligation, or covenant contained in this Agreement or in any other document or instruments related or otherwise in connection therewith and any such failure, violation, non-compliance is not remediable or if remediable, continues unremedied for a period of ninety (90) days for financial covenants and sixty (60) days for all other covenants from the date after written notice thereof shall have been given by the Trustee; *Provided*, however, that for the avoidance of doubt, no additional grace period shall apply to the Events of Default specified in this Section 9.1;
- d. **Cross-Default.** The Issuer violates any other material obligation by the Issuer with any bank, financial institution or other person, corporation or entity for the payment of borrowed money which constitutes an event of default under said contract, or in general, violation of any, law or regulation which violation, if remediable, is not remedied by the Issuer within thirty (30) Banking Days from receipt of notice by the Trustee to the Issuer, or which violation is otherwise not contested by the Issuer, and the effect of such violation results in the acceleration or declaration of the whole financial obligation to be due and payable prior to the stated normal date of maturity; and which violation will, further, in the reasonable opinion of the Trustee, adversely and materially affect the performance by the Issuer of its obligations under this Agreement and the First Tranche Bonds. *Provided*, however, that no event of default will occur under this paragraph unless the aggregate amount of indebtedness in respect of which one or more of the events above mentioned has/have occurred equals or is in excess of five percent (5%) of the fair market value of Assets of the Issuer, based on the relevant parent-only financial statements of the Issuer;

- e. **Insolvency Default.** The Issuer becomes insolvent or is unable to pay its debts when due or commits or permits any act of bankruptcy, which act shall include: (i) the filing of a petition in any bankruptcy, reorganization, winding up or liquidation of the Issuer, or any other proceeding analogous in purpose and effect: Provided, however, that in case the foregoing petition is filed by any other party, other than the Issuer, such event shall be considered a declared Event of Default only upon the issuance of a final order by the court of competent authority; (ii) the making of an assignment by the Issuer of substantially all or all of its assets, or in fraud of creditors; (iii) the admission in writing by the Issuer of its inability to pay its debts; (iv) the entry of any final order or judgment of any court, tribunal or administrative agency or body confirming the bankruptcy or insolvency of the Issuer or approving any reorganization, winding up or liquidation of the Issuer; or (v) the appointment of a receiver, liquidator, assignee, trustee, or sequestrator of the Issuer, or a substantial part of its property or assets or a substantial part of its capital stock or to assume custody or control of the Issuer, or the ordering of its dissolution, winding-up or liquidation of its affairs;
- f. **Closure Default.** The Issuer voluntarily suspends or ceases operations of a substantial portion of its business for a continuous period of thirty (30) calendar days except that if the closure is: (i) due to strikes or lockouts; or (ii) necessary to prevent business losses; or (iii) due to fortuitous events or force majeure, then such closure shall not be deemed a Closure Default;
- g. **Judgment Default.** Any final judgment, decree or arbitral award for the sum of money, damages or for a fine or penalty in excess of 20% of the Issuer's Fair Market Value of Assets or its equivalent in any other currency is entered against the Issuer and any relevant period specified for payment in such judgment, decree, order, or agreement, shall have expired without being satisfied, discharged, or stayed; and
- h. **Writ and Similar Process Default.** Any writ, warrant of attachment or execution, or similar process shall be issued or levied against all or substantially all of the Issuer's assets, and such writ, warrant, or similar process shall not be released, vacated, or fully bonded within sixty (60) days after its issue or levy (or such longer period as the Issuer satisfies the Majority Bondholders as appropriate under the circumstances).

Section 10 CONSEQUENCES OF DEFAULT

10.1. Declaration by the Trustee or the Majority Bondholders

- a. If any one or more of the Events of Default shall occur and be continuing, the Trustee, upon the written direction of the Bondholders holding at least two-thirds (2/3) of the outstanding amount of the Second Tranche Bonds, by notice in writing delivered to the Issuer, may declare the principal of the First Tranche Bonds then outstanding, including all interest accrued and unpaid thereon and all amounts due thereunder, to be due and payable immediately, anything contained in this Agreement or in the First Tranche Bonds to the contrary notwithstanding.

- b. The provision in Section 10.1a, however, is subject to the condition that, except in the case of a Writ and Similar Process Default under Section 9.01(h), the Majority Bondholders, by written notice to the Issuer and to the Trustee, may rescind and annul such declaration made by the Trustee pursuant to a consequence of default and its consequences, upon such terms, conditions and agreements, if any, as they may determine, including, in connection with a Cross Default, the fact that the non-payment of the obligation is contested in good faith by the Issuer; provided, that, no such rescission and annulment shall extend to or shall affect any subsequent default or shall impair any right consequent thereto. Any such waiver shall be conclusive and binding upon all the Bondholders and upon all future holders and owners of such First Tranche Bonds, or of any First Tranche Bond issued in lieu thereof or in exchange therefor, irrespective of whether or not notation of such waiver is made upon the First Tranche Bonds.
- c. At any time after an Event of Default shall have occurred, the Trustee may:
 - i. by notice in writing to the Issuer, the Registrar, and the Paying Agent, require the Registrar and Paying Agent to:
 - x. act thereafter as agents of the Bondholders represented by the Trustee on the terms provided in the Registry and Paying Agency Agreement (with consequential amendments as necessary and save that the Trustee's liability under the provisions thereof for the indemnification, remuneration and payment of out-of-pocket expenses of the Paying Agent and the Registrar shall be limited to amounts for the time being held by the Trustee on the trusts of this Agreement in relation to the First Tranche Bonds and available to the Trustee for such purpose) and thereafter to hold all sums, documents and records held by them in respect of the First Tranche Bonds on behalf of the Trustee; and/or
 - y. deliver all evidence of the First Tranche Bonds and all sums, documents and records held by them in respect of the First Tranche Bonds to the Trustee or as the Trustee shall direct in such notice; provided, that, such notice shall be deemed not to apply to any document or record which the Paying Agent or Registrar is not obliged to release by any Applicable Law; and
 - ii. by notice in writing to the Issuer, require the Issuer to make all subsequent payments in respect of the First Tranche Bonds to the order of the Trustee and with effect from the issue of any such notice until such notice is withdrawn.

10.2. Notice of Default

The Trustee shall, within ten (10) days after the occurrence of an Event of Default give to the Bondholders written notice of any such Event of Default known to it unless the same shall have been cured before the giving of such notice; provided,

that, in the case of a Payment Default under Section 9.1.a, the Trustee shall, upon written notice from the Paying Agent of the Issuer's failure to pay any amount of principal or interest which the Issuer is obligated to pay the Bondholders under this Agreement and the First Tranche Bonds, immediately notify the Bondholders upon the occurrence of such Payment Default; provided further, that such written notice from the Paying Agent shall not be required if the Issuer's failure to pay was caused by a technical error or by reasons beyond the control of the Issuer. The existence of a written notice required to be given to the Bondholders under this Section shall be published in two (2) newspapers of general circulation in Metro Manila, Philippines for two (2) consecutive days, indicating in the published notice that the Bondholders or their duly authorized representatives may obtain an important notice regarding the First Tranche Bonds at the principal office of the Trustee as indicated in this Agreement upon presentation of sufficient and acceptable identification to the Trustee.

Subject to Applicable Law, in case of the occurrence of an Event of Default, the Issuer shall authorize the Registrar to provide the Trustee with the list of Bondholders containing the names, addresses, tax identification number (TIN), tax status, and account details of the Bondholders, the amount of the First Tranche Bonds held by them, the Cash Settlement Account numbers where payment to them shall be credited and such other information as may be agreed upon between the Registrar and the Issuer.

10.3. Payments in the Event of Default

The Issuer covenants that upon the occurrence of any Event of Default, the Issuer will pay to the Bondholders, through the Paying Agent, the whole amount which shall then have become due and payable on all such outstanding First Tranche Bonds with interest at the rate borne by the First Tranche Bonds on the overdue principal and with Penalty Interest, where applicable, and in addition thereto the Issuer will pay to the Trustee such further amounts as shall be determined by the Trustee to be sufficient to cover the cost and expenses of collection, including reasonable compensation to the Trustee, its agents, attorneys and counsel, and any reasonable expenses or liabilities incurred without negligence or bad faith by the Trustee hereunder.

Upon the occurrence of an Event of Default and in accordance with the requirements of this Agreement, the Bondholders shall have the right, but not the obligation, to require the Issuer to redeem the First Tranche Bonds in full, by payment of the amounts stated above, plus the principal amount, by delivery of the relevant evidence of the First Tranche Bonds to the Trustee.

10.4. Application of Payments

Any money collected by the Trustee under this Section and any other funds held by it, subject to any other provision of this Agreement relating to the disposition of such money and funds, shall be applied by the Trustee in the order of preference as follows:

- a. First: To the payment of the costs, expenses, fees and other charges of collection, including reasonable compensation to the Trustee, Paying Agent,

Registrar, and each such Person's agents, attorneys and counsel, and all reasonable expenses and liabilities incurred or disbursement made by them without negligence or bad faith.

- b. Second: To the payment of Penalty Interest.
- c. Third: To the payment of the interest, in the order of the maturity of such interest.
- d. Fourth: To the payment of the principal amount of the outstanding First Tranche Bonds due and payable.
- e. Fifth: The remainder, if any, shall be paid to the Issuer, its successors or assigns, or to whosoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

Except for any interest and principal payments, all disbursements of the Paying Agent in relation to the First Tranche Bonds shall require the conformity of the Trustee. The Paying Agent shall render a monthly account of such funds under its control.

10.5. Remedies

- a. All remedies conferred by this Agreement to the Trustee and the Bondholders shall be cumulative and not exclusive and shall not be so construed as to deprive the Trustee or the Bondholders of any legal remedy by judicial or extrajudicial proceedings appropriate to enforce the conditions and covenants of this Agreement, subject to Section 10.6.
- b. No delay or omission by the Trustee or by any Bondholder to exercise any right or power arising from or on account of any default hereunder shall impair any such right or power, or shall be construed to be a waiver of any such default or an acquiescence thereto, and every power and remedy given by this Agreement to the Trustee or to the Bondholder may be exercised from time to time and as often as may be necessary or expedient.

10.6. Ability to File Suit

No Bondholder shall have any right by virtue of or by availing of any provision of this Agreement to institute any suit, action or proceeding for the collection of any sum due from the Issuer hereunder on account of principal, interest and other charges, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless all of the following conditions have been fulfilled: (1) such Bondholder previously shall have given to the Trustee written notice of an Event of Default and of the continuance thereof and the related request for the Trustee to convene a meeting of the Bondholders to take up matters related to their rights and interests under the First Tranche Bonds, and (2) the Majority Bondholders shall have decided and made a written request upon the Trustee to institute such suit, action or proceeding in its own name, and (3) the Trustee for sixty (60) days after receipt of such notice and request shall have neglected or refused to institute any such suit, action or proceeding unless such failure was due to any circumstance beyond its

control, and (4) no directions inconsistent with such written request or waiver of default by the Bondholders pursuant to Section 10.7 shall have been made, it being understood and intended, and being expressly covenanted by every Bondholder with every other Bondholder and the Trustee, that no one or more Bondholder shall have any right in any manner whatsoever by virtue of or by availing of any provision of this Agreement to affect, disturb or prejudice the rights of the holders of any other such Bonds or to obtain or seek to obtain priority over or preference to any other such holder or to enforce any right under this Agreement, except in the manner herein provided and for the equal, ratable and common benefit of all Bondholders. For the protection and enforcement of the provisions of this Section, each and every Bondholder and the Trustee shall be entitled to such relief as can be given under the Applicable Law.

10.7. Waiver of Default by Bondholders

The Majority Bondholders may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred upon the Trustee, or the Majority Bondholders may decide for and in behalf of the Bondholders to waive any past default except the Events of Default specified in Sections 9.1.a, 9.1.d, 9.1.e, and 9.1.f and its consequences. In case of any such waiver, written notice of which shall be given to the Issuer by the Trustee, the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, but no such waiver shall extend to any subsequent or other default or impair any right consequent thereto. Any such waiver by the Majority Bondholders shall be conclusive and binding upon all Bondholders and upon all future holders and owners thereof, irrespective of whether or not any notation of such waiver is made upon the certificate representing the First Tranche Bonds.

10.8. Prescription

Claims in respect of principal and interest or other sums payable hereunder shall prescribe unless made within ten (10) years (in the case of principal or other sums) or five (5) years (in the case of interest) from the date on which payment becomes due.

Section 11 MEETINGS OF BONDHOLDERS

11.1. Meetings

A meeting of Bondholders may be called at any time and from time to time pursuant to the provisions of this Section for the purpose of taking any action authorized to be taken by or on behalf of the holders of any specified aggregate principal amount of First Tranche Bonds under any other provisions of this Agreement or under Applicable Law and such other matters related to the rights and interests of the Bondholders under the First Tranche Bonds.

11.2. Notice of Meetings

The Trustee may at any time call a meeting of the Bondholders, or the holders of at least twenty-five percent (25%) of the aggregate outstanding principal amount of the First Tranche Bonds may direct in writing the Trustee to call a meeting of the Bondholders, to take any action specified in Section 11.1, to be held at such time

and at such place as the Trustee shall determine. Notice of every meeting of Bondholders, setting forth the time and the place of such meeting and the purpose of such meeting in reasonable detail, shall be sent by the Trustee to the Issuer and to each of the registered Bondholders and published in two (2) newspapers of general circulation in Metro Manila, Philippines not earlier than forty-five (45) days nor later than fifteen (15) days prior to the date fixed for the meeting. All reasonable costs and expenses incurred by the Trustee for the proper dissemination of the notices for the requested meeting including the cost of the venue and other related expenses for the meeting shall be reimbursed by the Issuer within ten (10) days from receipt of the duly supported statement of account.

11.3. Failure of Trustee to Call a Meeting

In case at any time the Issuer, pursuant to a resolution of its board of directors, or the holders of at least twenty-five percent (25%) of the aggregate outstanding principal amount of the First Tranche Bonds shall have requested and funded the Trustee to call a meeting of the Bondholders by written request setting forth in reasonable detail the purpose of the meeting, and the Trustee shall not have mailed and published, in accordance with Section 11.2, the notice of such meeting within fifteen (15) Banking Days after receipt of such request, then the Issuer or the holders of First Tranche Bonds in the amount above specified may determine the time and place for such meeting and may call such meeting by mailing and publishing notice thereof as provided in Section 11.2, and the costs thereof shall be chargeable to the Trustee except when such failure is beyond the control of the Trustee.

11.4. Quorum

The presence of the Majority Bondholders personally or by proxy shall be necessary to constitute a quorum to do business at any meeting of the Bondholders. The Trustee shall determine and record the presence of the Majority Bondholders, personally or by proxy. The Trustee shall rely on the records provided by the Registrar and shall be held free and harmless for such reliance.

11.5. Procedure for Meetings

The Trustee shall preside at all the meetings of the Bondholders unless the meeting shall have been called by the Issuer or by the Bondholders as provided in Section 11.3, in which case the Issuer or the Bondholders calling the meeting, as the case may be, shall move for the election of the chairman and secretary of the meeting from among the Bondholders then present or represented during the meeting.

Any meeting of the Bondholders duly called pursuant to the provisions of this Section may be adjourned from time to time for a period or periods not to exceed in the aggregate one (1) year from the date for which the meeting shall originally have been called, and the meeting so adjourned may be held on another date without further notice. Any such adjournment may be ordered by Persons representing a majority of the aggregate principal amount of the First Tranche Bonds represented at the meeting and entitled to vote, whether or not a quorum shall be present at the meeting.

In an event consent/s are requested from the Bondholders, the Bondholders' records with the Registrar as of the immediately preceding month-end prior to the date of the request shall be used by the Trustee until the results of the exercise is completed. Transfers or changes to ownership during any exercise shall be disregarded by the Trustee. Notwithstanding the foregoing, if the Registrar determines the record date of Bondholders according to its Agreements then such listing shall prevail and the Trustee shall rely on such records.

11.6. Voting Rights

To be entitled to vote at any meeting of the Bondholders, a Person shall be a registered holder of the First Tranche Bonds or a Person appointed by an instrument in writing as proxy by any such holder as of the date of such meeting. Bondholders shall be entitled to one vote for every Ten Thousand Pesos (PhP10,000.00) interest. The only Persons who shall be entitled to be present or to speak at any meeting of the Bondholders shall be the Persons entitled to vote at such meeting and any representative of the Issuer and its legal counsel.

11.7. Voting Requirement

All matters presented for resolution by the Bondholders in a meeting duly called for the purpose shall be decided or approved by the affirmative vote of the majority of the Bondholders present or represented in a meeting at which there is a quorum, except as otherwise provided in this Agreement.

Any resolution of the Bondholders which has been duly approved with the required number of votes of the Bondholders as herein provided shall be binding upon all the Bondholders and the Trustee as if the votes were unanimous.

11.8. Role of the Trustee in Meetings of Bondholders

Notwithstanding any other provisions of this Agreement, the Trustee may make such reasonable regulations as it may deem advisable for any meeting of the Bondholders, in regard to proof of ownership of First Tranche Bonds, the appointment of proxies by registered holders of First Tranche Bonds, the election of the chairman and the secretary, the appointment and duties of inspectors of votes, the submission and examination of proxies, certificates and other evidences of the right to vote, and such other matters concerning the conduct of the meeting as it shall deem fit. The minutes of each meeting and any resolution made thereat shall be taken by the Trustee.

11.9. Evidence Supporting Bondholders' Action

Wherever in this Agreement it is provided that the holders of a specified percentage of the aggregate outstanding principal amount of the First Tranche Bonds may take any action (including the making of any demand or request, the giving of any notice or consent, or the taking of any other action), the fact that at the time of taking any such action the holders of such specified percentage have joined therein may be evidenced by: (i) any instrument executed by the Bondholders in person or by the agent or proxy appointed in writing; (ii) the duly authenticated record of voting in favor thereof at the meeting of the Bondholders duly called and held in accordance herewith; or (iii) a combination of such instruments and any such record of meeting

of the Bondholders. The Trustee shall rely on the Registrar to authenticate all Bondholders' signature at all times.

Section 12 AMENDMENT OR SUPPLEMENTAL AGREEMENTS

With the written consent of the Majority Bondholders, the Issuer, when authorized by a resolution of its board of directors, and the Trustee may, from time to time and at any time, enter into an agreement or agreements supplemental hereto for the purpose of adding any provision to or changing in any manner or eliminating any of the provisions of this Agreement; provided, however, that no such supplemental agreement shall:

- a. Without the consent of each Bondholder affected thereby:
 - i. extend the fixed maturity of the First Tranche Bonds, or
 - ii. reduce the principal amount of the First Tranche Bonds, or
 - iii. reduce the rate or extend the time of payment of interest and principal thereon;
- b. Affect the rights of some of the Bondholders without similarly affecting the rights of all the Bondholders; or
- c. Reduce the percentage required to be obtained of the Bondholders to consent to or approve any supplemental agreement or any waiver provided for in this Agreement without the consent of all the Bondholders.

It shall not be necessary to obtain the consent of the Bondholders under this Section for the purpose of approving the particular form of any proposed supplemental agreement but such consent shall be necessary for the purpose of approving the substance thereof.

Any consent given pursuant to this Section shall be conclusive and binding upon all Bondholders and upon all future holders and owners thereof or of any Bonds issued in lieu thereof or in exchange therefor, irrespective of whether or not any notation of such consent is made upon the First Tranche Bonds.

Promptly after the execution by the Issuer and the Trustee of any supplemental agreement pursuant to the provisions of this Section, the Issuer shall send a notice to the Bondholders setting forth in general terms the substance of such supplemental agreement. Any failure of the Issuer to send such notice or any defect therein shall not, however, in any way impair or affect the validity of any supplemental agreement.

Section 13 MISCELLANEOUS PROVISIONS

13.1. Waiver of Preference

In the event that a primary obligation for payment shall arise out of this Agreement, such as to constitute this Agreement as a contract for the payment of an

indebtedness or a loan, then it is understood and expressly agreed by the parties hereto that the obligation created under this Agreement shall not enjoy any priority, preference or special privileges whatsoever over any indebtedness or obligations of the Issuer. Accordingly, whatever priorities or preferences that this Agreement may have or any person deriving a right hereunder may have under Article 2244, paragraph 14 of the Civil Code of the Philippines are hereby absolutely and unconditionally waived and renounced.

13.2. Notice

Any notice or demand authorized by this Agreement to be given to the Issuer and the Trustee shall be sufficiently given for all purposes hereof, if delivered or mailed at their respective addresses mentioned herein or at such address designated by them subsequently in writing.

For the purpose of this Agreement, any notice or request to the Trustee shall be through the following details:

To the Trustee:	BDO Unibank, Inc. – Trust and Investments Group
Attention:	Susan Marie J. Atienza
Subject:	Aboitiz Power Bonds Due 2024 and 2028
Address:	15 th Floor South Tower, BDO Corporate Center, 7899 Makati Avenue, Makati City
Facsimile:	+6328784270
E-mail:	atienza.susan@bdo.com.ph

The Trustee shall send all notices to Bondholders to their mailing address as set forth in the Register of Bondholders. Except where a specific mode of notification is provided for herein, notices to Bondholders shall be sufficient when made in writing and transmitted in any one of the following modes: (i) registered mail; (ii) surface mail; (iii) by one-time publication in a newspaper of general circulation in the Philippines; or (iv) personal delivery to the address of record in the Register of Bondholders. The Trustee shall rely on the Register of Bondholders in determining the Bondholders entitled to notice.

All notices shall be deemed to have been received (i) ten (10) days from posting if transmitted by registered mail; (ii) fifteen (15) days from mailing, if transmitted by surface mail; (iii) on date of publication or (iv) on date of delivery, for personal delivery.

13.3. Binding and Conclusive Nature

Except as provided in this Agreement, all notifications, opinion, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained by the Trustee for the purposes of the provisions of this Agreement, shall (in the absence of willful default, bad faith or manifest error) be binding on the Issuer, and all Bondholders and (in the absence of willful default, bad faith or manifest error) no liability to the Issuer, the Registrar, the Paying Agent or the Bondholders shall attach to the Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions under this Agreement, resulting from the Trustee's reliance on the foregoing.

13.4. Successors and Assigns

This Agreement shall be binding upon and shall be enforceable against the Issuer, the Trustee and the Bondholders and their respective successors and assigns; provided, however, that the Issuer shall not have the right to transfer or assign any and all of its rights or obligations herein without the prior written consent of the Bondholders representing at least two-thirds (2/3) of the aggregate outstanding principal amount of the First Tranche Bonds.

13.5. Exclusive Nature of Agreement

Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any Person or corporation, other than the parties hereto and the Bondholders, any right, remedy or claim under or by reason of this Agreement or any covenant, condition or stipulation hereof; and except as aforesaid all the covenants, stipulations, promises and agreements herein contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and the Bondholders.

13.6. Validity of Provisions

If any provision, term or condition of this Agreement or the application hereof to any Person or circumstance is declared invalid, the other provisions, terms or conditions hereof or the application hereof to any Person or circumstance shall not be affected and shall continue to be in full force and effect.

13.7. No PDIC Coverage

This Trust Agreement is not covered by the Philippine Deposit Insurance Corporation. Any losses arising from this Agreement, if any, shall be for the account of the Issuer.

13.8. Venue

Any legal action or proceeding arising out of, or in connection with, this Agreement and the First Tranche Bonds and any and all related documents and papers, shall be brought in the proper courts of Makati City, Metro Manila, Philippines, to the exclusion of any other court.

13.9. Dispute Settlement

In case any dispute shall arise between the Issuer, the Trustee or any of the Bondholders in respect of this Agreement, or other related agreements or arrangements, the Issuer, the Trustee or any of the Bondholders shall attempt to resolve the same amicably by agreement which shall be in writing. However, if no such agreement is concluded within thirty (30) Banking Days from the time the dispute arose, or such period as may be reasonable under the circumstances, the parties may have recourse to the usual judicial action obtaining under the circumstances.

13.10. No Right to Set-Off

The Trustee shall have no right to apply funds or money of the Issuer on deposit with or in the custody of the Trustee or any of its branches, subsidiaries, or affiliates on reduction of amounts past due under this Agreement.

13.11 Governing Law

This Agreement and the First Tranche Bonds issued hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the Republic of the Philippines.

13.12 Termination

The Trustee shall automatically be discharged from its duties and responsibilities under this Agreement within three (3) days from full payment of the First Tranche Bonds on the relevant Maturity Date absent any written notice of payment default.

13.13 Counterparts

This Agreement may be executed and delivered in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[The remainder of this page is left intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date and at the place first abovementioned.

By affixing our signature on this signature page, we are deemed to have agreed to and confirmed the terms and conditions contained in all the other pages of this Agreement.

ABOITIZ POWER CORPORATION

By:

A black rectangular redaction box covering the signature of Gabriel T. Mañalac.

Gabriel T. Mañalac

Senior Vice President – Group Treasurer

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
 TAGUIG CITY) s. s.

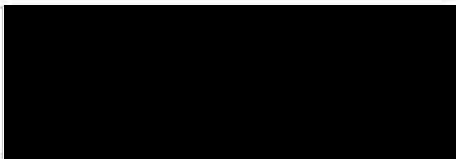
I certify that on October 10, 2018, the following person personally appeared before me, a Notary Public duly authorized in the city named above to take acknowledgments, who is identified by me through his competent evidence of identity by exhibiting to me:

Name	Competent Evidence of Identity	Date/Place of Issue
Gabriel T. Mañalac		

who was identified by me through competent evidence of identity to be the same person described in the foregoing instrument, who acknowledged before me that his signature on the instrument was voluntarily affixed by him for the purposes stated therein, and who declared to me that he has executed the instrument as his free and voluntary act and deed, and that he has the authority to sign on behalf of his principal.

WITNESS MY HAND AND SEAL, on the date and at the place first above written.

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 Book No. 1
 Series of 2018



Atty. Francis Alvin V. Asilo
 Notary Public for Taguig City
 Notarial Commission No. 49 (2018-2019)
 Until December 31, 2019
 HAC Tower, 32nd Street, Pinitacio Global City, Taguig City
 PTR No. A-3747885; Taguig City; January 08, 2018
 IRP No. 023443; January 07, 2018
 Roll No. 61419
 MCLC No. V-00014099

ANNEX A
TERMS AND CONDITIONS OF THE BOND

The following does not purport to be a complete listing of all the rights, obligations, or privileges of the First Tranche Bonds. Some rights, obligations, or privileges may be further limited or restricted by other documents. Prospective investors are enjoined to carefully review the Articles of Incorporation, By-Laws and resolutions of the Board of Directors and Shareholders of the Company, the information contained in the Prospectus, the Trust Agreement, the Underwriting Agreement, the Registry and Paying Agency Agreement and other agreements relevant to the Offer.

The corresponding issue of the First Tranche Bonds in an aggregate principal amount of ₱10,000,000,000, with an Oversubscription Option in the aggregate principal amount of up to ₱5,000,000,000, were authorized by a resolution of the Board of Directors of AboitizPower (the “Issuer”) dated 26 July 2018.

The First Tranche Bonds shall be constituted by a Trust Agreement executed on October 10, 2018 (the “Trust Agreement”) entered into between the Issuer and BDO Unibank, Inc. – Trust and Investments Group (the “Trustee”), which term shall, wherever the context permits, include all other persons or companies for the time being acting as trustee or trustees under the Trust Agreement. The description of the terms and conditions of the First Tranche Bonds set out below includes summaries of, and is subject to, the detailed provisions of the Trust Agreement.

A registry and paying agency agreement executed on October 10, 2018 (the “Registry and Paying Agency Agreement”) in relation to the First Tranche Bonds among the Issuer, Philippine Depository & Trust Corp. as paying agent (the “Paying Agent”) and as registrar (the “Registrar”).

The First Tranche Bonds shall be offered and sold through a general public offering in the Philippines, and issued and transferable in minimum principal amounts of Fifty Thousand Pesos (₱50,000.00) and in multiples of Ten Thousand Pesos (₱10,000.00) thereafter, and traded in denominations of Ten Thousand Pesos (₱10,000.00) in the secondary market.

The Series A Bonds shall mature on January 25, 2024, while the Series B Bonds shall mature on October 25, 2028 unless earlier redeemed by the Issuer pursuant to the terms thereof and subject to the provisions on redemption and payment below.

The Paying Agent and Registrar has no interest in or relation to AboitizPower which may conflict with its role as Registrar for the Offer. The Trustee has no interest in or relation to AboitizPower which may conflict with the performance of its functions as Trustee.

Copies of the Trust Agreement and the Registry and Paying Agency Agreement are available for inspection during normal business hours at the specified offices of the Trustee. The holders of the First Tranche Bonds (the “Bondholders”) are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the Trust Agreement and are deemed to have notice of those provisions of the Registry and Paying Agency Agreement applicable to them.

Form and Denomination

The First Tranche Bonds are in scripless form, and shall be issued in denominations of Fifty Thousand Pesos (₱50,000.00) each as a minimum and in multiples of Ten Thousand Pesos (₱10,000.00) thereafter and traded in denominations of Ten Thousand Pesos (₱10,000.00) in the secondary market.

Title

Legal title to the First Tranche Bonds shall be shown in the Registry Book maintained by the Registrar. A notice confirming the principal amount of the First Tranche Bonds purchased by each applicant in the Offering shall be issued by the Registrar to all Bondholders following the Issue Date. Upon any assignment, title to the First Tranche Bonds shall pass by recording of the transfer from the transferor to the transferee in the electronic Registry Book maintained by the Registrar. Settlement in respect of such transfer or change of title to the First Tranche Bonds, including the settlement of any cost arising from such transfers, including, but not limited to, documentary stamps taxes, if any, arising from subsequent transfers, shall be for the account of the relevant Bondholder.

Bond Rating

The First Tranche Bonds have been rated PRS Aaa, with a Stable Outlook by PhilRatings on August 29, 2018. Obligations rated PRS Aaa are of the highest quality with minimal credit risk. The Company's capacity to meet its financial commitment on the First Tranche Bonds is extremely strong. PRSAaa is the highest rating assigned by PhilRatings. The rating and outlook were assigned given the following key considerations: (1) significant levels of cash flows and financial flexibility in relation to debt service requirements; (2) adequate capital structure supported by healthy growth in retained earnings; (3) diversified portfolio, with good growth prospects and; (4) experienced management team.

A rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning rating organization.

Transfer of Bonds

Registry Book

The Issuer shall cause the Registry to be kept by the Registrar, in electronic form. The names and addresses of the Bondholders and the particulars of the First Tranche Bonds held by them and of all transfers of First Tranche Bonds shall be entered into the Registry Book. As required by Circular No. 428-04 issued by the Bangko Sentral ng Pilipinas, the Registrar shall send each Bondholder, in the mode elected by such Bondholder in the Application to Purchase or the Registration Form, a written statement of registry holdings at least quarterly (at the cost of the Issuer) and a written advice confirming every receipt or transfer of the First Tranche Bonds that is effected in the Registrar's system (at the cost of the relevant Bondholder). Such statement of registry holdings shall serve as the confirmation of ownership of the relevant Bondholder as of the date thereof. Any requests of Bondholders for

certifications, reports or other documents from the Registrar, except as provided herein, shall be for the account of the requesting Bondholder. No transfers of the First Tranche Bonds may be made during the period commencing on a Record Date as defined in the section on “*Interest Payment Date.*”

Transfers; Tax Status

The Registrar shall ultimately and conclusively determine all matters regarding the evidence necessary to effect any such transfers. Settlement in respect of such transfers or change of title to the First Tranche Bonds, including the settlement of any documentary stamps taxes, if any, arising from subsequent transfers, shall be settled directly between the transferee and/or the transferor Bondholders.

Transfers across tax categories shall not be allowed except on Interest Payment Dates that fall on a business day. Restricted transfers include, but are not limited to, transfers between taxable and non-taxable entities, between taxable entities of different tax categories (where tax-withheld entities with different final withholding tax rates (e.g. 20%, 25%, 30%) are considered as belonging to different tax categories), or between parties who claim the benefit of a tax treaty; provided, however, that transfers from a tax-exempt category to a taxable tax category on a non-Interest Payment Date shall be allowed using the applicable tax-withheld series name to ensure that the computation is based on the final withholding tax rate of the taxable party to the trade. For such transactions, the tax-exempt entity shall be treated as belonging to the same tax category as its taxable counterpart for the interest period within which such transfer occurred. A Bondholder claiming tax-exempt status is required to submit a written notification of the sale or purchase to the Trustee and the Registrar, including the tax status of the transferor or transferee, as appropriate, together with the supporting documents specified under the Registry and Paying Agency Agreement upon submission of the account opening documents to Registrar. Transfers taking place in the Register of Bondholders after the First Tranche Bonds are listed on PDEX shall be allowed between tax-exempt and non-tax-exempt entities without restriction and observing the tax exemption of tax-exempt entities, if and/or when so allowed under and in accordance with the relevant rules, conventions, and guidelines of PDEX and PDTC.

Secondary Trading of the First Tranche Bonds

The Issuer intends to list the First Tranche Bonds at PDEX for secondary market trading or such other securities exchange as may be licensed as such by the SEC. Secondary market trading in PDEX shall follow the applicable PDEX rules, conventions, and guidelines governing trading and settlement between bondholders of different tax status and shall be subject to the relevant fees of PDEX and PDTC. Upon listing of the First Tranche Bonds with PDEX, investors shall course their secondary market trades through PDEX Brokering Participants for execution in the PDEX Trading Platform in accordance with PDEX Trading Rules, Conventions and Guidelines, and shall settle such trades on a Delivery versus Payment (DVP) basis in accordance with PDEX Settlement Rules and Guidelines. The PDEX rules and conventions are available in the PDEX website (www.pds.com.ph). An Investor Frequently Asked Questions (FAQ) discussion on the secondary market trading, settlement, documentation and estimated fees are also available in the PDEX website.

Ranking

The First Tranche Bonds constitute direct, unconditional, unsecured and unsubordinated Peso denominated obligations of the Issuer and shall rank *pari passu* and rateably in priority of payment without any preference or priority amongst themselves and at least *pari passu* with all other present and future unsecured and unsubordinated obligations of the Issuer, other than (i) obligations preferred by the law, (ii) any obligation incurred by the Issuer pursuant to Section 5.02 (a) of the Trust Agreement or as may be allowed by the Trust Agreement, and (iii) other Indebtedness or obligations disclosed by the Issuer to the Trustee as of Issue Date. The First Tranche Bonds shall effectively be subordinated in right of payment to, among others, all of AbotizPower's secured debts to the extent of the value of the assets securing such debt and all of its debt that is evidenced by a public instrument under Article 2244(14) of the Civil Code of the Philippines, unless the Issuer procures a waiver of the preference created by such notarization or equally and ratably extend such preference to the First Tranche Bonds.

Interest

Interest Payment Dates

The First Tranche Bonds bear interest on its principal amount from and including Issue Date at the rate of 7.5095% p.a., for the Series A Bonds and 8.5091% p.a., for the Series B Bonds, payable quarterly starting on January 25, 2019 for the first interest payment date, and January 25, April 25, July 25, and October 25 of each year for each subsequent Interest Payment Date at which the First Tranche Bonds are outstanding, or the subsequent Banking Day, without adjustment, if such Interest Payment Date is not a Banking Day. The last Interest Payment Date shall fall on the Maturity Date.

The cut-off date in determining the existing Bondholders entitled to receive interest or principal amount due shall be the day two (2) Banking Days prior to the relevant Interest Payment Date (the "Record Date"), which shall be the reckoning day in determining the Bondholders entitled to receive interest, principal or any other amount due under the First Tranche Bonds, provided that if such day falls on a non-Banking Day, the Record Date shall be the next Banking Day immediately preceding said date. No transfers of the First Tranche Bonds may be made during this period intervening between and commencing on the Record Date and the relevant Interest Payment Date.

Interest Accrual

Each Series A Bond and Series B Bond shall cease to bear interest from and including the Maturity Date, as defined in the discussion on "Final Redemption," unless, upon due presentation, payment of the principal in respect of the Bond then outstanding is not made, is improperly withheld or refused, in which case the Penalty Interest (see "Penalty Interest") shall apply.

Determination of Interest Amount

The interest shall be calculated on the basis of a 360-day year consisting of 12 months of 30 days each and, in the case of an incomplete month, the number of days elapsed on the basis of a month of 30 days.

Redemption and Purchase

Final Redemption

Unless previously purchased and cancelled, the First Tranche Bonds shall be redeemed at par or 100% of face value on the respective Maturity Dates. However, payment of all amounts due on such date may be made by the Issuer through the Paying Agent, without adjustment, on the succeeding Banking Day if the Maturity Date is not a Banking Day.

Optional Redemption

Prior to the respective Maturity Dates, the Issuer shall have the option, but not the obligation, to redeem in whole (and not in part), the outstanding Series A Bonds or Series B Bonds on the Optional Redemption Dates, as provided below, or the immediately succeeding Banking Day if such date is not a Banking Day (the "Optional Redemption Date"), without any adjustment on the principal or interest accruing.

The amount payable to the Bondholders in respect of the Optional Redemption exercise (the "Optional Redemption Price") shall be calculated based on the principal amount of the Series A Bonds or Series B Bonds being redeemed as the aggregate of the: (i) accrued interest computed from the last Interest Payment Date up to the relevant Optional Redemption Date; and (ii) the product of the principal amount and the applicable Optional Redemption Price in accordance with the following schedule:

Series A Bonds:

Optional Redemption Dates	Optional Redemption Price
4 years from Issue Date	100.25%

Series B Bonds:

Optional Redemption Dates	Optional Redemption Price
7 years from Issue Date	102.00%
8 years from Issue Date	101.00%
9 years from Issue Date	100.25%

The Issuer shall give not less than thirty (30) nor more than sixty (60) days prior written notice of its intention to redeem the relevant Series A Bonds or Series B Bonds, which notice shall be irrevocable and binding upon the Issuer to effect such early redemption on the Optional Redemption Date stated in such notice.

Redemption for Taxation Reasons

The Issuer may redeem the Series A Bonds or the Series B Bonds in whole, but not in part, on any Interest Payment Date (having given not more than sixty (60) nor less than thirty (30) days' notice to the Trustee) at par plus accrued interest, subject to the requirements of Applicable Law, if payments under the Series A Bonds or the Series B Bonds become subject to additional or increased taxes other than the taxes and rates of such taxes prevailing on Issue Date as a result of certain changes in Applicable Law, and such additional or increased rate of such tax cannot be avoided by use of reasonable measures available to the Issuer.

For avoidance of doubt, the Issuer shall not be liable for the payment of the additional or increased taxes, which shall be for the account of the Bondholders.

The Trustee, upon receipt of written notice of redemption delivered by the Issuer, shall declare the principal of the Series A Bonds or the Series B Bonds, including all accrued interest, to be immediately due and payable, and upon such declaration the same shall be immediately due and payable without any pre-payment penalty that is imposed under an optional redemption, anything in this Agreement or in the Series A Bonds or the Series B Bonds contained to the contrary notwithstanding.

Mandatory Redemption

If any one or more of the following events shall occur, in the reasonable opinion of the Bondholders holding at least two-thirds (2/3) of the outstanding amount of the First Tranche Bonds for the events contemplated in (a), (b) or (c) below or the Majority Bondholders for the events contemplated in (d) below (and with written notice to the Trustee), and be continuing for a period of fifteen (15) Banking Days with respect to the events contemplated in (a) or (c) below:

- a. Any law, government and/or non-government consent, license, authorization, registration or approval now or hereafter necessary to enable the Issuer to comply with its obligations under the Trust Agreement or the First Tranche Bonds which shall be modified in a manner which, in the reasonable opinion of the Trustee, while not constituting an Event of Default, will materially and adversely affect the ability of the Issuer to comply with such obligations, or shall be withdrawn or withheld;
- b. Any provision of the Trust Agreement or any of the related documents is or becomes invalid, illegal or unenforceable by reason of: (i) any final judgment or order by a court of competent authority; or (ii) notwithstanding any pending action before a court of competent authority: (x) any final and effective act of any Government Authority, or (y) any final and effective law, rule, or regulation to the extent that it becomes for any reason unlawful for the Issuer to give effect to its rights or obligations hereunder, or to enforce any provisions of the Trust Agreement or any of the related documents in whole or in part, or any law is introduced to prevent or restrain the

performance by the parties hereto of their obligations under the Trust Agreement or any other related documents;

- c. Any concessions, permits, rights, franchise or privileges required for the conduct of the business and operations of the Issuer shall be revoked, canceled or otherwise terminated, or the free and continued use and exercise thereof shall be curtailed or prevented, by reason of: (i) any final judgment or order by a court of competent authority; or (ii) notwithstanding any pending action before a court of competent authority: (x) any final and effective act of any Government Authority, or (y) any final and effective law, rule, or regulation, in such a manner as to materially and adversely affect the financial condition or operations of the Issuer; and
- d. Any Government Authority or any competent authority condemns, seizes, or expropriates all or substantially all of the assets or properties of the Issuer, unless such act is contested in good faith by the Issuer or unless such act is suspended or restrained by an order of a court of competent jurisdiction;

then, the Trustee, by notice in writing delivered to the Issuer, may declare the principal of the First Tranche Bonds, including all accrued interest and other charges thereon, if any, to be immediately due and payable, and upon such declaration the same shall be immediately due and payable without any pre-payment penalty.

Purchase

The Issuer may at any time purchase any of the First Tranche Bonds at any price in the open market or by tender or by contract in accordance with PDEX Rules, without any obligation to purchase First Tranche Bonds pro-rata from all Bondholders. Bonds so purchased shall be redeemed and cancelled and may not be re-issued.

Upon listing of the First Tranche Bonds on PDEX, the Issuer shall disclose any such transactions in accordance with the applicable PDEX disclosure rules.

Payments

The principal of, interest on, and all other amounts payable on the First Tranche Bonds shall be paid to the Bondholders by crediting of the settlement accounts designated by each of the Bondholders. The principal of, and interest on, the First Tranche Bonds shall be payable in Philippine Pesos, net of final taxes and fees (if any). AboitizPower shall ensure that so long as any of the First Tranche Bonds remains outstanding, there shall at all times be a Paying Agent for the purposes of the First Tranche Bonds. AboitizPower may terminate the appointment of the Paying Agent, as provided in the Registry and Paying Agency Agreement. In the event the appointed office of any institution shall be unable or unwilling to continue to act as the Paying Agent, AboitizPower shall appoint the Makati City office of such other leading institution in the Philippines authorized to act in its place. The Paying Agent may not resign its duties or be removed without a successor having been appointed.

Payment of Additional Amounts - Taxation

Interest income on the First Tranche Bonds is subject to final withholding tax at rates depending on the tax status of the relevant Bondholder under relevant law, regulation or tax treaty. Except for such final withholding tax and as otherwise provided below or in the Trust Agreement, and without prejudice to the right of the Issuer to exercise its option to redeem the Series A Bonds or the Series B Bonds for taxation reasons, all payments of principal and interest are to be made free and clear of any deductions or withholding for or on account of any present or future taxes or duties imposed by or on behalf of Republic of the Philippines, including, but not limited to, issue, registration or any similar tax or other taxes and duties, including interest and penalties, if any. If such taxes or duties are imposed, the same shall be for the account of the Issuer; provided however that, the Issuer shall not be liable for the following:

1. The applicable final withholding tax applicable on interest earned on the Series A Bonds and the Series B Bonds prescribed under the Tax Code, as amended and its implementing rules and regulations as maybe in effect from time to time. An investor who is exempt from the aforesaid withholding tax, or is subject to a preferential withholding tax rate shall be required to submit the following requirements to the Registrar, subject to acceptance by the Issuer as being sufficient in form and substance:
 - a. Proof of Tax Exemption or Entitlement to Preferential Tax Rates
 - i. For (a) tax-exempt corporations under Section 30 of the Tax Code (except non-stock, non-profit educational institutions under Section 30(H) of the Tax Code); (b) cooperatives duly registered with the Cooperative Development Authority; and (c) BIR-approved pension fund and retirement plan – certified true copy of valid, current and subsisting tax exemption certificate, ruling or opinion issued by the BIR. For this purpose, a tax exemption certificate or ruling shall be deemed “valid, current and subsisting” if it has not been more than 3 years since the date of issuance thereof;
 - ii. For Tax-Exempt Personal Equity Retirement Account established pursuant to PERA Act of 2008 – certified true copy of the Bondholder’s current, valid and subsisting Certificate of Accreditation as PERA Administrator;
 - iii. For all other tax-exempt entities (including, but not limited to, (a) non-stock, non-profit educational institutions; (b) government-owned or -controlled corporations; and (c) foreign governments, financing institutions owned, controlled or enjoying refinancing from foreign governments, and international or regional financial institutions established by foreign governments) – certified true copy of tax exemption certificate, ruling or opinion issued by the BIR expressly stating that their income is exempt from income tax and, consequently, withholding tax; and
 - iv. For entities claiming tax treaty relief – (i) certificate of tax residence issued for the current year (whether using the form prescribed in their country of residence, or using Part I (D) of the

Certificate of Tax Residence for Tax Treaty Relief ("CORTT") Form prescribed under Revenue Memorandum Order No. 8-2017), and (ii) duly accomplished CORTT Form (particularly Part I (A), (B) and (C), and Part II (A), (B), (C) and (D)).

In addition, upon the request of the Underwriter, the Bondholder shall submit an updated Part II (A), (B), (C) and (D) of the CORTT Form.

Only the originals should be submitted to the Underwriter.

- b. A duly notarized declaration (in the prescribed form) warranting that the Bondholder's tax-exemption certificate or ruling has not been revoked or cancelled and that there are no material changes in character, purpose or method of operation of the Bondholder which are inconsistent with the basis of its income tax exemption, or warranting the Bondholder's entitlement to preferential treaty rates, and undertaking to immediately notify the Issuer and the Registrar and Paying Agent of any suspension or revocation of its tax exemption or treaty privileges and agreeing to indemnify and hold the Issuer and Registrar and Paying Agent free and harmless against any claims, actions, suits and liabilities arising from the non-withholding or reduced withholding of the required tax; and Such other documentary requirements as may be reasonably required by the Issuer or the Registrar or Paying Agent, or as may be required under applicable regulations of the relevant taxing or other authorities.
- c. Such other documentary requirements as may be reasonably required by the Issuer or the Registrar or Paying Agent, or as may be required under applicable regulations of the relevant taxing or other authorities.

Failure to submit any of the documents provided under (a), (b), and (c) above, as may be applicable, will result in the application of the normal income tax rate provided under the Tax Code.

- 2. Any applicable taxes on other income due to any Bondholder arising from the Ser Bonds, including but not limited to the Prepayment Penalty, if and when applicable;
- 3. Gross Receipts Tax under the Tax Code;
- 4. Taxes on the overall income of any securities dealer or Bondholder, whether or not subject to withholding; and
- 5. Value Added Tax ("VAT") under the Tax Code, as amended. Documentary stamp tax for the primary issue of the First Tranche Bonds and the execution of the Bond Agreements, if any, shall be for the Issuer's account.

Financial Ratios

The Issuer shall not incur any loan obligation with a maturity of more than one (1) year, if on the Transaction Date, after giving effect to the incurrence of such loan obligation, and any other such cumulative obligations, but not giving any effect to the receipt or application of proceeds therefrom, the Net Debt, as at the last day of the Relevant Period immediately preceding the Transaction Date, to Consolidated Equity, in respect of the Relevant Period immediately preceding the Transaction Date, will exceed 3:1.

With respect to the First Tranche Bonds, there are no other regulatory ratios that the Issuer is required to comply with.

For the schedule of the Issuer's relevant financial ratios as of December 2017, December 2016, and December 2015, please refer to the section entitled "*Financial Ratios.*"

Events of Default

Each of the following events constitutes an Event of Default.

1. **Payment Default.** The Issuer fails to pay when due and payable any amount of principal or interest which the Issuer is obligated to pay the Bondholders under the Trust Agreement and the First Tranche Bonds, and such failure to pay is not remedied within seven (7) Banking Days from due date thereof.

The Issuer fails to pay when due and payable any other amount payable by the Issuer in respect of the First Tranche Bonds and under the Trust Agreement in the manner, at the place, and in the currency in which it is expressed to be payable, and such non-payment continues for thirty (30) days from the date such payment is due. These other amounts include Penalty Interest, insofar as the payment of such interest is concerned.

2. **Representation Default.** Except for clerical or typographical error, any representation or warranty made by the Issuer in the Trust Agreement or in any document issued pursuant thereto or otherwise in connection therewith shall prove to have been untrue, incorrect, or misleading in any material respect as at the time it was made or deemed to have been made or is violated or not complied with, and the circumstances which cause such representation or warranty to be incorrect or misleading continue for not less than thirty (30) days (or such longer period as the Majority Bondholders shall approve) after receipt of written notice from the Trustee to that effect.
3. **Other Provisions Default.** The Issuer fails to perform or comply with any other term, obligation, or covenant contained in the Trust Agreement or in any other document or instruments related or otherwise in connection therewith and any such failure, violation, non-compliance is not remediable or if remediable, continues unremedied for a period of ninety (90) days for financial covenants and sixty (60) days for all other covenants from the date after written notice thereof shall have been given by the Trustee; Provided, however, that for the avoidance of doubt, no additional grace period shall apply to the Events of Default.

4. **Cross-Default.** The Issuer violates any other material obligation by the Issuer with any bank, financial institution or other person, corporation or entity for the payment of borrowed money which constitutes an event of default under said contract, or in general, violation of any, law or regulation which violation, if remediable, is not remedied by the Issuer within thirty (30) Banking Days from receipt of notice by the Trustee to the Issuer, or which violation is otherwise not contested by the Issuer, and the effect of such violation results in the acceleration or declaration of the whole financial obligation to be due and payable prior to the stated normal date of maturity; and which violation will, further, in the reasonable opinion of the Trustee, adversely and materially affect the performance by the Issuer of its obligations under this Agreement and the First Tranche Bonds. Provided, however, that no event of default will occur under this paragraph unless the aggregate amount of indebtedness in respect of which one or more of the events above mentioned has/have occurred equals or is in excess of five percent (5%) of the fair market value of Assets of the Issuer, based on the relevant parent-only financial statements of the Issuer.
5. **Insolvency Default.** The Issuer becomes insolvent or is unable to pay its debts when due or commits or permits any act of bankruptcy, which act shall include: (i) the filing of a petition in any bankruptcy, reorganization, winding up or liquidation of the Issuer, or any other proceeding analogous in purpose and effect: Provided, however, that in case the foregoing petition is filed by any other party, other than the Issuer, such event shall be considered a declared Event of Default only upon the issuance of a final order by the court of competent authority; (ii) the making of an assignment by the Issuer of substantially all or all of its assets, or in fraud of creditors; (iii) the admission in writing by the Issuer of its inability to pay its debts; (iv) the entry of any final order or judgment of any court, tribunal, or administrative agency or body confirming the bankruptcy or insolvency of the Issuer or approving any reorganization, winding up or liquidation of the Issuer; or (v) the appointment of a receiver, liquidator, assignee, trustee, or sequestrator of the Issuer, or a substantial part of its property or assets or a substantial part of its capital stock or to assume custody or control of the Issuer, or the ordering of its dissolution, winding-up or liquidation of its affairs.
6. **Closure Default.** The Issuer voluntarily suspends or ceases operations of a substantial portion of its business for a continuous period of thirty (30) calendar days, except that if the closure is: (i) due to strikes or lockouts; or (ii) necessary to prevent business losses; or (iii) due to fortuitous events or force majeure, then such closure shall not be deemed a Closure Default.
7. **Judgment Default.** Any final judgment, decree or arbitral award for the sum of money, damages or for a fine or penalty in excess of 20% of the Issuer's Fair Market Value of Assets or its equivalent in any other currency is entered against the Issuer and any relevant period specified for payment in such judgment, decree, order, or agreement, shall have expired without being satisfied, discharged, or stayed; and

8. **Writ and Similar Process Default.** Any writ, warrant of attachment or execution, or similar process shall be issued or levied against all or substantially all of the Issuer's assets, and such writ, warrant, or similar process shall not be released, vacated, or fully bonded within sixty (60) days after its issue or levy (or such longer period as the Issuer satisfies the Majority Bondholders as appropriate under the circumstances).

Consequences of Default

Declaration

1. If any one or more of the Events of Default shall occur and be continuing, the Trustee, upon the written direction of the Bondholders holding at least two-thirds (2/3) of the outstanding amount of the First Tranche Bonds, by notice in writing delivered to the Issuer, may declare the principal of the First Tranche Bonds then outstanding, including all interest accrued and unpaid thereon and all amounts due thereunder, to be due and payable immediately, anything contained in this Agreement or in the First Tranche Bonds to the contrary notwithstanding.
2. The provision above, however, is subject to the condition that, except in the case of a Writ and Similar Process Default, the Majority Bondholders, by written notice to the Issuer and to the Trustee, may rescind and annul such declaration made by the Trustee pursuant to a consequence of default and its consequences, upon such terms, conditions and agreements, if any, as they may determine, including, in connection with a Cross Default, the fact that the non-payment of the obligation is contested in good faith by the Issuer; provided, that, no such rescission and annulment shall extend to or shall affect any subsequent default or shall impair any right consequent thereto. Any such waiver shall be conclusive and binding upon all the Bondholders and upon all future holders and owners of such First Tranche Bonds, or of any First Tranche Bond issued in lieu thereof or in exchange therefor, irrespective of whether or not notation of such waiver is made upon the First Tranche Bonds.
3. At any time after an Event of Default shall have occurred, the Trustee may:
 - a. by notice in writing to the Issuer, the Registrar, and the Paying Agent, require the Registrar and Paying Agent to:
 - i. act thereafter as agents of the Bondholders represented by the Trustee on the terms provided in the Registry and Paying Agency Agreement (with consequential amendments as necessary and save that the Trustee's liability under the provisions thereof for the indemnification, remuneration and payment of out-of-pocket expenses of the Paying Agent and the Registrar shall be limited to amounts for the time being held by the Trustee on the trusts of this Agreement in relation to the First Tranche Bonds and available to the Trustee for such purpose) and thereafter to hold all sums, documents and records held by them in respect of the First Tranche Bonds on behalf of the Trustee; and/or

- ii. deliver all evidence of the First Tranche Bonds and all sums, documents and records held by them in respect of the First Tranche Bonds to the Trustee or as the Trustee shall direct in such notice; provided, that, such notice shall be deemed not to apply to any document or record which the Paying Agent or Registrar is not obliged to release by any Applicable Law; and
- b. by notice in writing to the Issuer, require the Issuer to make all subsequent payments in respect of the First Tranche Bonds to the order of the Trustee and with effect from the issue of any such notice until such notice is withdrawn.

Notice of Default

The Trustee shall, within ten (10) days after the occurrence of an Event of Default give to the Bondholders written notice of any such Event of Default known to it unless the same shall have been cured before the giving of such notice; provided, that, in the case of a Payment Default, the Trustee shall, upon written notice from the Paying Agent of the Issuer's failure to pay any amount of principal or interest which the Issuer is obligated to pay the Bondholders under the Trust Agreement and the First Tranche Bonds, immediately notify the Bondholders upon the occurrence of such Payment Default; provided further, that such written notice from the Paying Agent shall not be required if the Issuer's failure to pay was caused by a technical error or by reasons beyond the control of the Issuer. The existence of a written notice required to be given to the Bondholders under this Section shall be published in two (2) newspapers of general circulation in Metro Manila, Philippines for two (2) consecutive days, indicating in the published notice that the Bondholders or their duly authorized representatives may obtain an important notice regarding the First Tranche Bonds at the principal office of the Trustee as indicated in this Agreement upon presentation of sufficient and acceptable identification to the Trustee.

Subject to Applicable Law, in case of the occurrence of an Event of Default, the Issuer shall authorize the Registrar to provide the Trustee with the list of Bondholders containing the names, addresses, tax identification number (TIN), tax status, and account details of the Bondholders, the amount of the First Tranche Bonds held by them, the Cash Settlement Account numbers where payment to them shall be credited and such other information as may be agreed upon between the Registrar and the Issuer.

Penalty Interest

In case any amount payable by the Issuer under the First Tranche Bonds, whether for principal, interest, fees due to the Trustee, Registrar or Paying Agent or otherwise, is not paid on due date, the Issuer shall, without prejudice to its obligations to pay the said principal, interest and other amounts, pay penalty fee on the defaulted amount(s) at the rate of two percent (2.0%) per annum (the "Penalty Interest") from the time the amount fell due until it is fully paid.

Payments in the Event of Default

The Issuer covenants that upon the occurrence of any Event of Default, the Issuer will pay to the Bondholders, through the Paying Agent, the whole amount which shall then have become due and payable on all such outstanding Bonds with interest at the rate borne by the First Tranche Bonds on the overdue principal and with Penalty Interest, where applicable, and in addition thereto the Issuer will pay to the Trustee such further amounts as shall be determined by the Trustee to be sufficient to cover the cost and expenses of collection, including reasonable compensation to the Trustee, its agents, attorneys and counsel, and any reasonable expenses or liabilities incurred without negligence or bad faith by the Trustee hereunder.

Upon the occurrence of an Event of Default and in accordance with the requirements of the Trust Agreement, the Bondholders shall have the right, but not the obligation, to require the Issuer to redeem the First Tranche Bonds in full, by payment of the amounts stated above, plus the principal amount, by delivery of the relevant evidence of the First Tranche Bonds to the Trustee.

Application of Payments

Any money collected by the Trustee and any other funds held by it, subject to any other provision of the Trust Agreement relating to the disposition of such money and funds, shall be applied by the Trustee in the order of preference as follows:

First: To the payment of the costs, expenses, fees and other charges of collection, including reasonable compensation to the Trustee, Paying Agent, Registrar, and each such person's agents, attorneys and counsel, and all reasonable expenses and liabilities incurred or disbursement made by the Trustee, Paying Agent and Registrar without negligence or bad faith.

Second: To the payment of Penalty Interest.

Third: To the payment of the interest, in the order of the maturity of such interest.

Fourth: To the payment of the principal amount of the outstanding Bonds due and payable.

Fifth: The remainder, if any, shall be paid to the Issuer, its successors or assigns, or to whosoever may be lawfully entitled to receive the same, or as a court of competent jurisdiction may direct.

Except for any interest and principal payments, all disbursements of the Paying Agent in relation to the First Tranche Bonds shall require the conformity of the Trustee.

Remedies

All remedies conferred by the Trust Agreement to the Trustee and the Bondholders shall be cumulative and not exclusive and shall not be so construed as to deprive the Trustee or the Bondholders of any legal remedy by judicial or extrajudicial

proceedings appropriate to enforce the conditions and covenants of in the Trust Agreement.

No delay or omission by the Trustee or by any Bondholder to exercise any right or power arising from or on account of any default hereunder shall impair any such right or power, or shall be construed to be a waiver of any such default or an acquiescence thereto, and every power and remedy given in the Trust Agreement to the Trustee or to the Bondholder may be exercised from time to time and as often as may be necessary or expedient.

Ability to File Suit

No Bondholder shall have any right by virtue of or by availing of any provision of this Agreement to institute any suit, action or proceeding for the collection of any sum due from the Issuer hereunder on account of principal, interest and other charges, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless all of the following conditions have been fulfilled: (1) such Bondholder previously shall have given to the Trustee written notice of an Event of Default and of the continuance thereof and the related request for the Trustee to convene a meeting of the Bondholders to take up matters related to their rights and interests under the First Tranche Bonds, and (2) the Majority Bondholders shall have decided and made a written request upon the Trustee to institute such suit, action or proceeding in its own name, and (3) the Trustee for sixty (60) days after receipt of such notice and request shall have neglected or refused to institute any such suit, action or proceeding, unless such failure was due to any circumstance beyond its control, and (4) no directions inconsistent with such written request or waiver of default by the Bondholders shall have been made, it being understood and intended, and being expressly covenanted by every Bondholder with every other Bondholder and the Trustee, that no one or more Bondholder shall have any right in any manner whatsoever by virtue of or by availing of any provision of this Agreement to affect, disturb or prejudice the rights of the holders of any other such Bonds or to obtain or seek to obtain priority over or preference to any other such holder or to enforce any right under this Agreement, except in the manner herein provided and for the equal, ratable and common benefit of all Bondholders. For the protection and enforcement of the provisions of this Section, each and every Bondholder and the Trustee shall be entitled to such relief as can be given under the Applicable Law.

Waiver of Default by Bondholders

The Majority Bondholders may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred upon the Trustee, or the Majority Bondholders may decide for and in behalf of the Bondholders to waive any past default except the Payment Default, Cross-Default, Insolvency Default, and Closure Default, and its consequences. In case of any such waiver, the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, but no such waiver shall extend to any subsequent or other default or impair any right consequent thereto. Any such waiver by the Majority Bondholders shall be conclusive and binding upon all Bondholders and upon all future holders and owners thereof, irrespective of

whether or not any notation of such waiver is made upon the certificate representing the First Tranche Bonds.

Meetings of Bondholders

Meetings

A meeting of Bondholders may be called at any time and from time to time pursuant to the provisions of this Section for the purpose of taking any action authorized to be taken by or on behalf of the holders of any specified aggregate principal amount of Bonds under any other provisions of the Trust Agreement or under applicable law and such other matters related to the rights and interests of the Bondholders under the S First Tranche Bonds.

Notice of Meetings

The Trustee may at any time call a meeting of the Bondholders, or the holders of at least twenty-five percent (25%) of the aggregate outstanding principal amount of the First Tranche Bonds may direct the Trustee to call a meeting of the Bondholders, to take any action specified herein, to be held at such time and at such place as the Trustee shall determine. Notice of every meeting of Bondholders, setting forth the time and the place of such meeting and the purpose of such meeting in reasonable detail, shall be sent by the Trustee to the Issuer and to each of the registered Bondholders and published in two (2) newspapers of general circulation in Metro Manila, Philippines not earlier than forty-five (45) days nor later than fifteen (15) days prior to the date fixed for the meeting. All reasonable costs and expenses incurred by the Trustee for the proper dissemination of the notices for the requested meeting shall be reimbursed by the Issuer within ten (10) days from receipt of the duly supported statement of account.

Failure of Trustee to Call a Meeting

In case at any time the Issuer, pursuant to a resolution of its board of directors, or the holders of at least twenty-five percent (25%) of the aggregate outstanding principal amount of the First Tranche Bonds shall have requested the Trustee to call a meeting of the Bondholders by written request setting forth in reasonable detail the purpose of the meeting, and the Trustee shall not have mailed and published, the notice of such meeting within fifteen (15) Banking Days after receipt of such request, then the Issuer or the holders of the First Tranche Bonds in the amount above specified may determine the time and place for such meeting and may call such meeting by mailing and publishing notice thereof, and the costs thereof shall be chargeable to the Trustee, except when such failure is beyond the control of the Trustee.

Quorum

The presence of the Majority Bondholders personally or by proxy shall be necessary to constitute a quorum to do business at any meeting of the Bondholders.

Procedure for Meetings

The Trustee shall preside at all the meetings of the Bondholders unless the meeting shall have been called by the Issuer or by the Bondholders, in which case the Issuer or the Bondholders calling the meeting, as the case may be, shall move for the election of the chairman and secretary of the meeting from among the Bondholders then present or represented during the meeting.

Any meeting of the Bondholders duly called pursuant to the provisions of this Section may be adjourned from time to time for a period or periods not to exceed in the aggregate one (1) year from the date for which the meeting shall originally have been called, and the meeting so adjourned may be held on another date without further notice. Any such adjournment may be ordered by persons representing a majority of the aggregate principal amount of the First Tranche Bonds represented at the meeting and entitled to vote, whether or not a quorum shall be present at the meeting.

In an event consent/s are requested from the Bondholders, the Bondholders' records with the Registrar as of the immediately preceding month-end prior to the date of the request shall be used by the Trustee until the results of the exercise is completed. Transfers or changes to ownership during any exercise shall be disregarded by the Trustee. Notwithstanding the foregoing, if the Registrar determines the record date of Bondholders according to its Agreements then such listing shall prevail and the Trustee shall rely on such records

Voting Rights

To be entitled to vote at any meeting of the Bondholders, a person shall be a registered holder of the First Tranche Bonds or a person appointed by an instrument in writing as proxy by any such holder as of the date of such meeting. Bondholders shall be entitled to one vote for every Ten Thousand Pesos (₱10,000.00) interest. The only persons who shall be entitled to be present or to speak at any meeting of the Bondholders shall be the persons entitled to vote at such meeting and any representative of the Issuer and its legal counsel.

Voting Requirement

All matters presented for resolution by the Bondholders in a meeting duly called for the purpose shall be decided or approved by the affirmative vote of the majority of the Bondholders present or represented in a meeting at which there is a quorum, except as otherwise provided in the Trust Agreement.

Any resolution of the Bondholders which has been duly approved with the required number of votes of the Bondholders as herein provided shall be binding upon all the Bondholders and the Trustee as if the votes were unanimous.

Role of the Trustee in Meetings of Bondholders

Notwithstanding any other provisions of the Trust Agreement, the Trustee may make such reasonable regulations as it may deem advisable for any meeting of the

Bondholders, in regard to proof of ownership of Bonds, the appointment of proxies by registered holders of Bonds, the election of the chairman and the secretary, the appointment and duties of inspectors of votes, the submission and examination of proxies, certificates and other evidences of the right to vote, and such other matters concerning the conduct of the meeting as it shall deem fit. The minutes of each meeting and any resolution made thereat shall be taken by the Trustee.

Evidence Supporting Bondholders' Action

Wherever in the Trust Agreement it is provided that the holders of a specified percentage of the aggregate outstanding principal amount of Bonds may take any action (including the making of any demand or request, the giving of any notice or consent, or the taking of any other action), the fact that at the time of taking any such action the holders of such specified percentage have joined therein may be evidenced by: (i) any instrument executed by the Bondholders in person or by the agent or proxy appointed in writing; (ii) the duly authenticated record of voting in favor thereof at the meeting of the Bondholders duly called and held in accordance herewith; or (iii) a combination of such instruments and any such record of meeting of the Bondholders. The Trustee shall rely on the Registrar to authenticate all Bondholders' signature at all times.

Duties and Responsibilities of the Trustee

The Trustee shall act as trustee for and in behalf of the Bondholders and as such shall, in accordance with the terms and conditions of the Trust Agreement, monitor the compliance or non-compliance by the Issuer with all its representations and warranties, and the Issuer's observance of all its covenants and performance of all its obligations, under and pursuant to the Trust Agreement. The Trustee shall observe due diligence in the performance of its duties and obligations under the Trust Agreement. For the avoidance of doubt, notwithstanding any actions that the Trustee may take, the Trustee shall remain to be the party responsible to the Bondholders, and to whom the Bondholders shall communicate with in respect to any matters to be taken up with the Issuer.

The Trustee shall have custody of and hold in its name, for and in behalf of the Bondholders, the Master Certificates of Indebtedness for the total issuance of the First Tranche Bonds.

The Trustee shall promptly and faithfully carry out the instructions or decisions of the Majority Bondholders issued or reached in accordance with the Trust Agreement.

The Trustee may, from time to time, request the Issuer to submit such certification of its officers, reports of its external auditors, and other documents relating to the Issuer's ability to comply with its obligations under the First Tranche Bonds and the Trust Agreement, as well as to examine such records of the Issuer as may be related to the Issuer's obligations under the First Tranche Bonds and the Trust Agreement.

The request shall be reasonable, made not less than seventy-two (72) hours prior to the intended date of examination and shall be in writing to the Issuer which shall include, in reasonable detail, the purpose for such request and the intended use of

the requested documents or information. The Issuer may require the Trustee, its directors, officers, employees, representatives, agents, partners, consultants and advisors to hold in confidence such documents and information furnished to the Trustee pursuant to said request or to limit the use thereof for the purpose intended as stated in the request, provided such limitation shall not apply if in conflict with the duties and responsibilities of the Trustee under any provision of the Trust Agreement.

The Trustee shall, prior to the occurrence of an Event of Default or after the curing of all such defaults which may have occurred, perform only such duties as are specifically set forth in the Trust Agreement. In case of default, the Trustee shall exercise such rights and powers vested in it by the Trust Agreement, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs under similar circumstances.

The Trustee shall inform the Bondholders of any event, breach of representations and warranties, and Events of Default within a reasonable period from the time that the Trustee learns of such events.

The Trustee shall perform such other powers and functions as provided for elsewhere under the Trust Agreement.

Supplemental Agreements

With the written consent of the Majority Bondholders, the Issuer, when authorized by a resolution of its board of directors, and the Trustee may, from time to time and at any time, enter into an agreement or agreements supplemental hereto for the purpose of adding any provision to or changing in any manner or eliminating any of the provisions of the Trust Agreement; provided, however, that no such supplemental agreement shall:

1. Without the consent of each Bondholder affected thereby:
 - a. extend the fixed maturity of the Series A Bonds or Series B Bonds, or
 - b. reduce the principal amount of the Series A Bonds or Series B Bonds, or
 - c. reduce the rate or extend the time of payment of interest and principal thereon;
2. Affect the rights of some of the Bondholders without similarly affecting the rights of all the Bondholders; or
3. Reduce the percentage required to be obtained of the Bondholders to consent to or approve any supplemental agreement or any waiver provided for in this Agreement without the consent of all the Bondholders.

It shall not be necessary to obtain the consent of the Bondholders for the purpose of approving the particular form of any proposed supplemental agreement but such consent shall be necessary for the purpose of approving the substance thereof.

Any consent given shall be conclusive and binding upon all Bondholders and upon all future holders and owners thereof or of any Bonds issued in lieu thereof or in exchange therefor, irrespective of whether or not any notation of such consent is made upon the First Tranche Bonds.

Promptly after the execution by the Issuer and the Trustee of any supplemental agreement, the Issuer shall send a notice to the Bondholders setting forth in general terms the substance of such supplemental agreement. Any failure of the Issuer to send such notice or any defect therein shall not, however, in any way impair or affect the validity of any supplemental agreement.

Miscellaneous Provisions

Notice

Any notice or demand authorized by the Trust Agreement to be given to the Issuer and the Trustee shall be sufficiently given for all purposes hereof, if delivered or mailed at their respective addresses mentioned herein or at such address designated by them subsequently in writing.

Notices to the Bondholders shall be sent to their mailing address as set forth in the Registry Book. Except where a specific mode of notification is provided for herein, notices to Bondholders shall be sufficient when made in writing and transmitted in any of the following modes: (i) registered mail; (ii) surface mail; (iii) by one-time publication in a newspaper of general circulation in the Philippines; or (iv) personal delivery to the address of record in the Registry Book. The Trustee shall rely on the Registry Book provided by the Registrar, in determining the Bondholders entitled to notice.

All notices shall be deemed to have been received (i) ten (10) days from posting if transmitted by registered mail; (ii) fifteen (15) days from mailing, if transmitted by surface mail; (iii) on the date of publication, or (iv) on the date of delivery, for personal delivery.

Binding and Conclusive Nature

Except as provided under the Trust Agreement, all notifications, opinion, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained by the Trustee for the purposes of the provisions of the Trust Agreement, shall (in the absence of willful default, bad faith or manifest error) be binding on the Issuer, and all Bondholders and (in the absence of willful default, bad faith or manifest error) no liability to the Issuer, the Registrar, the Paying Agent or the Bondholders shall attach to the Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions under the Trust Agreement, resulting from the Trustee's reliance on the foregoing.

Dispute Settlement

In case any dispute shall arise between the Issuer, the Trustee or any of the Bondholders in respect of the Trust Agreement, or other related agreements or arrangements, the Issuer, the Trustee or any of the Bondholders shall attempt to

resolve the same amicably by agreement which shall be in writing. However, if no such agreement is concluded within thirty (30) Banking Days from the time the dispute arose, or such period as may be reasonable under the circumstances, the parties may have recourse to the usual judicial action obtaining under the circumstances.

No Right to Set-Off

The Trustee shall have no right to apply funds or money of the Issuer on deposit with or in the custody of the Trustee or any of its branches, subsidiaries, or affiliates on reduction of amounts past due under the Trust Agreement.

Governing Law

The First Tranche Bonds issued hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the Republic of the Philippines.



1 st Copy	Registrar
2 nd Copy	Underwriter
3 rd Copy	Applicant

APPLICATION TO PURCHASE
Series A Bonds due 2024 and Series B Bonds due 2028
with an interest rate of 7.5095% per annum and 8.5091% per annum, respectively

This is an application to purchase (the "Application") Series A and/or C Bonds (the "Bonds") to be issued by Aboitiz Power Corporation ("AboitizPower"). Any Application submitted by a prospective purchaser (the "Applicant") must be for a minimum principal amount of P50,000 and in multiples of P10,000 thereafter. The Bonds shall be issued in scripless form, will be eligible for trading under the scripless book-entry system of the Philippine Depository & Trust Corp. ("PDTC", the "Registrar" or the "Paying Agent") and shall be subject to the rules and regulations of PDTC. Duly completed Applications and all supporting documents must be received by any of the joint lead underwriters (the "Underwriters") or selling agents not later than 12:00 p.m. on October 18, 2018, which is the end of the Offer Period, unless otherwise extended or earlier terminated. Applications and payments received after the Offer Period or submitted without the required attachments will be rejected. Any Application improperly or incompletely accomplished may likewise be rejected. Payment in full, through any one of the modes of payment set forth below, must accompany this Application. AboitizPower and the Underwriters reserve the right to accept or reject, in whole or in part, this Application, and in case of oversubscription, allocate the Bonds available to the applicants in a manner they deem appropriate. The Application shall be subject to the terms and conditions stated herein and in the Prospectus dated October 10, 2018 (the "Prospectus") and the Applicants are advised to read the Prospectus before subscribing to the Bonds.

This Application, once accepted, shall constitute the duly executed purchase agreement covering the amount of the Bonds so accepted and shall be valid and binding on the Issuer and the Applicant. Once accepted, an Application may not be unilaterally revoked or canceled by the Applicant, in full or in part, and the rights and privileges pertaining thereto shall be non-transferrable.

Name of Applicant: (Last, First, M.I. / Business Name)*		Type of Investor:																							
Nationality: 1. Are you a US Person? 2. Are you a US citizen? 3. Do you hold a US permanent resident card? (Green Card)? 4. Did you stay in the US for a total of 183 days or more in the last thirty-six (36) months? If yes, please state the reason _____ 5. For corporate investors, are any of your shareholders owning more than 10% of the shares in the company a US Resident, US Person or US Citizen?		<table border="1"> <tr> <td>Yes</td> <td>No</td> </tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </table>		Yes	No																				
Yes	No																								
		<input type="checkbox"/> Individual <input type="checkbox"/> Corporate (For Corporate or juridical entities, check one) <input type="checkbox"/> Partnership or other Judicial Entity <input type="checkbox"/> Corporation under the laws of _____ <input type="checkbox"/> Trust Company/Trust Fund/Trust Department <input type="checkbox"/> Bank <input type="checkbox"/> Investment House <input type="checkbox"/> Insurance Company <input type="checkbox"/> Incorporated Mutual Fund <input type="checkbox"/> Others _____																							
I/We (the "Applicant") hereby apply to purchase the following principal amount of the Bonds (the "Total Purchase Amount"), subject to the rules of the Registrar and Paying Agent, Terms and Conditions and the Prospectus distributed or made available by AboitizPower and the Underwriters in relation to the offer and sale of the Bonds.																									
BONDS APPLIED FOR AND AMOUNT (NOTE: PLEASE USE A SEPARATE APPLICATION FOR EACH OF THE SERIES A BONDS AND SERIES B BONDS)																									
Amount in Words (Php)		Amount in Figures (Php)																							
<input type="checkbox"/> Series A Bonds due 2024 _____ <input type="checkbox"/> Series B Bonds due 2028 _____		_____ _____																							
Mode of Payment for the Bonds: I/We hereby pay for my/our purchase of the Bonds as indicated below:																									
<input type="checkbox"/> Real Time Gross Settlement We have caused the transfer of cleared funds via RTGS to the Underwriter (named below), for the account of AboitizPower, for the Total Purchase Amount (as stated above) representing full payment of the Bonds covered by this Application. _____ Name of Underwriter		<input type="checkbox"/> Regular Bank Check or Manager's Check Attached herewith is a check in favor of the Underwriter (named below), for the account of AboitizPower, for the Total Purchase Amount (as stated above) representing full payment of the Bonds covered by this Application. Name of Underwriter _____ Drawee Bank & Branch _____ Account Number _____																							
		<input type="checkbox"/> Direct Debit We have caused the transfer of cleared funds via debiting of my/our bank account with the Drawee Bank (named below) and crediting the bank account of the Underwriter (named below), for the Total Purchase Amount (as stated above), representing full payment for the Bonds covered by this Application. Name of Underwriter _____ Drawee Bank & Branch _____ Account Number _____																							
Permanent Address:*		Present Mailing Address (if different from Permanent Address):*																							
Telephone Number(s):		Mobile / Fax Number(s):																							
E-mail Address:**																									
Primary Contact Person (if other than Applicant):		Relationship to Applicant:																							
Date of Birth / Incorporation (mm/dd/yyyy):*		Place of Birth / Incorporation:*																							
Nationality:*		Tax Identification Number:*																							
Nature of Work or Business:*		Name of Employer/ Business:*																							
Sources of Income:*																									
Tax Status: <input type="checkbox"/> Individual (Taxable) <input type="checkbox"/> Domestic Corporate <input type="checkbox"/> Tax Exempt Corporate** <input type="checkbox"/> If a foreign investor, tax rate below will apply (subject to application of referential rates) ** <input type="checkbox"/> Non-resident individual not engaged in business: 25% <input type="checkbox"/> Resident foreign corporate: 20% <input type="checkbox"/> Non-resident foreign corporate: 30% ** Subject to submission of documentary proof of exemption		Statement, Notices & Correspondence Delivery Mode: <input type="checkbox"/> Send to email address indicated above <input type="checkbox"/> Delivery via courier (Metro Manila area only) or registered mail to mailing address indicated above																							

Mode of Collection of Interest and Principal Payments:	
I/we hereby unconditionally instruct and authorize the Paying Agent to cause the payments of interest and principal on the Bonds, net of applicable taxes, fees and cost to be made via credit to my/our PESO current or savings account (designated below) (the "Cash Settlement Account"):	
Name of Bank & Branch _____	(the "Cash Settlement Bank")
Account Type _____	
Account Number _____	
All payments under the Bonds shall be credited to the above designated account. I/We shall be responsible for ensuring that this account is open, active and existing, otherwise, I/we shall be liable for any fees or charges that may be imposed or incurred in crediting payments of interest or principal to my/our account. The Cash Settlement Bank must be a PDS-registered bank.	
In the event that the details of the Cash Settlement Account indicated in the Final Sales Report or the Application are incomplete or erroneous, or the Cash Settlement Account of the Bondholders has been closed, dormant, or inexistent, due to which payments to the Bondholders cannot be effected in a timely manner, and the Paying Agent does not receive any notice from the Bondholder as described herein, the Cash Settlement Bank shall handle the funds in accordance with its internal procedure until the correction of the Cash Settlement Account is effected and until credit of the relevant cash entitlement is completed. None of the Issuer, Registrar and Paying Agent or any of the Selling Agents or Trading Participants shall be liable for any failure or delay in effecting any payment due under the Bonds, where such failure or delay in payment arises from or in connection with any failure or delay attributable to the Bondholder in connection or updating the details of the mode of receiving payments. Fees and expenses which may have been incurred shall be for the account of the Bondholder.	
If a Corporation, please fill out Additional Required Information: (Please use additional sheets if necessary):	
Name of Parent Company, if Any: _____	
Names of Directors:*	Name of Stockholders Owning at Least 2% of the Authorized Capital Stock:*
Name of Beneficial Owners of Applicant, if any:	Address of Beneficial Owner:
* Required to be filled out under Republic Act No. 9160, Republic Act No. 9194 and BSP Circular Nos. 251, 253 and 279, and all other amendatory and implementing law, regulation, jurisprudence, notice or order of any Philippine governmental body relating thereto.	
** Communications (E-mail Indemnity). By indicating the e-mail address, I/we consent to receive all notices and communications via e-mail, and such consent shall operate as a waiver of my/our right and privilege to the secrecy of bank deposits in respect of such statements or notices. I/We acknowledge that security of any statement, notice or communication sent through electronic means is not guaranteed and I/we assume all risks in relations to its transmission. I/We are responsible for keeping such e-mail access active and existing during the term of the Bonds, otherwise, I/we shall be liable for any fees or charges that may be imposed or incurred in transmitting or re-transmitting such communication via electronic means.	
REQUIRED ATTACHMENTS TO THIS APPLICATION	
The Applicant understands that the Registrar will not issue a Registry Confirmation nor will any Bondholder be allowed to sell or transfer the Bonds until such Bondholder shall have submitted to the Registrar all the documents required for the issuance of such Bonds.	
IF THE APPLICANT IS A CORPORATION OR A PARTNERSHIP:	
(a) An original notarized Certificate of the Corporate Secretary (or the Managing Partner, if a partnership) of the Applicant setting forth resolutions of the Applicant's Board of Directors or equivalent body authorizing the purchase of the Bonds and designating the signatories, with their specimen signatures, for the said purposes;	
(b) Copies of its Articles of Incorporation and By-Laws and latest amendments thereof, together with the Certificate of Incorporation (or the Articles of Partnership, if a partnership) issued by the Securities and Exchange Commission ("SEC") or equivalent government institution, stamped and signed as certified true copies by the SEC or by the Applicant's Corporate Secretary or by an equivalent officer(s) who is/are authorized signatory(ies);	
(c) Two (2) duly accomplished signature cards containing the specimen signatures of the Applicant's authorized signatories, validated by its Corporate Secretary or by an equivalent officer(s) who is/are authorized signatory(ies), and further validated/signed by the Underwriter's authorized signatory(ies) whose authority(ies) and specimen signatures have been submitted to the Registrar;	
(d) Identification document(s) of the authorized signatories of the Applicant, as specified below; and	
(e) Such other documents as may be reasonably required by the Underwriter(s) in implementation of its internal policies regarding "knowing your customer" and anti-money laundering and requirements related to the Foreign Account Tax Compliance Act ("FATCA").	
IF THE APPLICANT IS A NATURAL PERSON:	
(a) Copies of valid identification documents of the Applicant;	
(b) Two (2) duly accomplished signature cards containing the specimen signature of the Applicant, validated / signed by the Underwriter's authorized signatory(ies), whose authority(ies) and specimen signatures have been submitted to the Registrar; and	
(c) Such other documents as may be reasonably required by the Underwriter(s) in implementation of its internal policies regarding "knowing your customer" and anti-money laundering and requirements related to the Foreign Account Tax Compliance Act ("FATCA").	
IDENTIFICATION DOCUMENTS SHALL CONSIST OF:	
Any one of the following valid identification documents bearing a recent photo, and which is not expired: Tax Identification Number (TIN) ID, Passport, Driver's License, Professional Regulation Commission ID, National Bureau of Investigation Clearance, Police Clearance, Postal ID, Voter's ID, Barangay Certification, Government Service Insurance System e-Card, Social Security System Card, Senior Citizen Card, Overseas Workers Welfare Administration ID, OFW ID, Seaman's Book, Alien Certification of Registration/Immigrant Certificate of Registration, Government Office and government-owned and controlled corporation ID, e.g., Armed Forces of the Philippines, Home Development Mutual Fund, Certification from the National Council for the Welfare of Disabled Persons, Department of Social Welfare and Development Certification, Integrated Bar of the Philippines ID, Maritime Industry Authority, Philippine Health Insurance Corporation company IDs issued by private entities or institutions registered with or supervised or regulated either by the BSP, SEC or the Insurance Commission, or school ID duly signed by the principal or head of the school (for students who are beneficiaries of remittances/fund transfers who are not yet of voting age).	
Applicants claiming exemption or preferential rate from any applicable tax shall also be required to submit the following documentary proof of its tax-exempt or preferential status together with this Application:	
(a) Proof of Tax Exemption or Entitlement to Preferential Tax Rates	
i. For (a) tax-exempt corporations under Section 30 of the Tax Code (except non-stock, non-profit educational institutions under Section 30(H) of the Tax Code); (b) cooperatives duly registered with the Cooperative Development Authority; and (c) BIR-approved pension fund and retirement plan - certified true copy of valid, current and subsisting tax exemption certificate, ruling or opinion issued by the BIR. For this purpose, a tax exemption certificate or ruling shall be deemed "valid, current and subsisting" if it has not been more than 3 years since the date of issuance thereof;	
ii. For Tax-Exempt Personal Equity Retirement Account established pursuant to PERA Act of 2008 - certified true copy of the Bondholder's current, valid and subsisting Certificate of Accreditation as PERA Administrator;	
iii. For all other tax-exempt entities (including, but not limited to, (a) non-stock, non-profit educational institutions; (b) government-owned or -controlled corporations; and (c) foreign governments, financing institutions owned, controlled or enjoying refinancing from foreign governments, and international or regional financial institutions established by foreign governments) - certified true copy of its current, valid, and subsisting tax exemption certificate, ruling or opinion issued by the BIR expressly stating that their income from investments is exempt from income tax and, consequently, withholding tax; and	
iv. For entities claiming tax treaty relief - (i) certificate of tax residence issued for the current year (whether using the form prescribed in their country of residence, or using Part I (D) of the Certificate of Tax Residence for Tax Treaty Relief ("CORTT") Form prescribed under Revenue Memorandum Order No. 8-2017), and (ii) duly accomplished CORTT Form (particularly Part I (A), (B) and (C), and Part II (A), (B), (C) and (D)).	
In addition, upon the request of the Underwriter, the Bondholder shall submit an updated Part II (A), (B), (C) and (D) of the CORTT Form. Only the originals should be submitted to the Underwriter.	
(b) A duly notarized declaration (in the prescribed form) warranting that the Bondholder's tax-exemption certificate or ruling has not been revoked or cancelled and that there are no material changes in character, purpose or method of operation of the Bondholder which are inconsistent with the basis of its income tax exemption, or warranting the Bondholder's entitlement to preferential treaty rates, and undertaking to immediately notify the Issuer and the Registrar and Paying Agent of any suspension or revocation of its tax exemption or treaty privileges and agreeing to indemnify and hold the Issuer and Registrar and Paying Agent free and harmless against any claims, actions, suits and liabilities arising from the non-withholding or reduced withholding of the required tax; and	
(c) Such other documentary requirements as may be reasonably required by the Issuer or the Registrar or Paying Agent, or as may be required under applicable regulations of the relevant taxing or other authorities.	
Unless properly provided with satisfactory proof of the tax-exempt status of a Bondholder, the Registrar and Paying Agent may assume that said Bondholder is taxable and proceed to apply the tax due on the Bonds. Notwithstanding the submission by the Bondholder, or the receipt by AboitizPower or any of its agents, of documentary proof of the tax-exempt status of a Bondholder, AboitizPower may, in its sole and reasonable discretion, determine that such Bondholder is taxable and require the Registrar and Paying Agent to proceed to apply the tax due on the Bonds. Any question on such determination shall be referred to AboitizPower.	
REPRESENTATIONS, WARRANTIES AND AUTHORIZATION	

In executing this Application, the Applicant represents and warrants, that all information contained herein (including its tax status) and the required attachments are true and correct and that the signatures thereon are genuine, properly authorized, and obtained without use of fraud, coercion or any other vice of consent. The Applicant also represents and warrants that the investment in the Bonds will not violate the laws of the Applicant's jurisdiction and the Applicant is allowed to acquire or invest in the Bonds. The Applicant agrees to immediately notify AboitizPower and the Registrar or Paying Agent, either directly or through the Underwriter, if anything occurs which renders or may render untrue or incorrect in any respect any of the information given herein (including information given with respect to the Applicant's tax status) or any of its representations or warranties. The Applicant understands that the Underwriter, the Registrar, the Paying Agent and AboitizPower will rely on the Applicant's representations and warranties set forth herein including, without limit, its declaration of its tax status, including, if applicable, its tax-exempt status in processing payments due to it under the Bonds. The Applicant agrees to indemnify and hold the Underwriter, the Registrar, the Paying Agent and AboitizPower free and harmless against any and all claims, actions, suits, damages, and liabilities resulting from the non-withholding of the required tax or availment of the preferential tax treaty rates due to the representations as indicated in this Application, any misrepresentation contained herein or any reliance on the confirmations contained herein. The Applicant likewise authorizes AboitizPower, the Registrar and the Paying Agent to verify the information stated in this Application from any and all sources and in any and all manner, including but not limited to, requesting information contained herein from the Underwriter regarding the Applicant's account(s) with the said Underwriter, and the Applicant authorizes the Underwriter to provide such information required by AboitizPower, the Registrar and the Paying Agent. By giving authority to AboitizPower, the Underwriter, BDO Unibank, Inc. – Trust and Investments Group (the "Trustee"), the Registrar, and the Paying Agent and by signing this application, the Applicant hereby waives its right to privacy of information or confidentiality that may exist by law or by contract, solely and exclusively for the limited purpose of enabling AboitizPower, the Underwriter, the Trustee, the Registrar and the Paying Agent to update with respect to the information contained herein and perform their duties and function under the Bonds.

By giving authority to AboitizPower, the Underwriter, the Trustee, the Registrar and Paying Agent and by signing this application, the Applicant hereby (i) consents to the collection, processing or outsourcing of processing, retention, disposal, and further processing, as authorized by law, by AboitizPower, the Underwriter, the Trustee, the Registrar and Paying Agent of the information contained herein (the "Information") for the purpose of performing their functions under the transaction documents (in particular for the Registrar and Paying Agent, the Registry and Paying Agency Agreement, and for the Underwriter, its Client Agreement, account opening documents and "know your customer" documents) and (ii) acknowledges receipt of notice of and consents to the following:

- (a) AboitizPower, the Underwriter, the Trustee, the Registrar and Paying Agent shall implement security measures designed to protect the Information.
- (b) AboitizPower, the Underwriter, the Trustee, the Registrar and Paying Agent shall not sell, trade or otherwise share the Information for marketing purposes to third parties without the consent of the Applicant. AboitizPower, the Underwriter, the Trustee, the Registrar and Paying Agent may disclose the Information to:
 - i. government or regulatory agencies if required by applicable law or by an order of government or regulatory agency or if reasonably determined by AboitizPower, the Underwriter, the Trustee, the Registrar and Paying Agent to be necessary in relation to the use of the Information in connection with the provision of any service related to this Applicant's registry account and for data processing and storage, anti-money laundering monitoring, review and reporting and for purposes of complying with any law or regulation (the "Purpose"), for law enforcement purposes, national security or public interest;
 - ii. its employees, directors, officers, representatives, agents and service providers if AboitizPower, the Underwriter, the Trustee, the Registrar and Paying Agent deem it reasonably necessary in relation to the Purpose;
 - iii. its subsidiaries and affiliates as well as employees, directors, officers, representatives, agents and service providers of such subsidiaries and affiliates if AboitizPower, the Underwriter, the Trustee, the Registrar and Paying Agent deem it reasonably necessary in relation to the Purpose; and
 - iv. each other.
- (c) The Applicant has rights and remedies relating to the processing of the Information under the Data Privacy Act of 2012, its implementing rules and regulations and under applicable laws, such as, but not limited to the right to access the Information consistent with the procedure of the Registry and the Underwriter, to have it corrected consistent with the procedure of the Registry and the Underwriter and to file a complaint with the appropriate government agency. Please refer to the National Privacy Commission for details of such rights and remedies.
- (d) The Applicant may address any concerns or questions regarding the processing of the Information to:

Name: Judd Salas
 Designation: AVP - Investor Relations
 Contact Details: +(63) 917 3013469 or judd.salas@aboitiz.com

The Applicant warrants that the Applicant (or its authorized signatory) has read and understood the Terms and Conditions of the Bonds under the Prospectus ("Terms and Conditions"), the entirety of this Application, and the Rules and Procedures of the Registrar and unconditionally accepts the same. The Applicant further agrees that completion of this Application constitutes an instruction and authority from the Applicant to AboitizPower and/or Underwriter to execute any application form or other documents and generally to do all such other things and acts as AboitizPower, and/or Underwriter may consider necessary or desirable to effect registration of the Bonds in the name of the Applicant. The Applicant represents and warrants to the Trustee and to AboitizPower that it has independently and, without reliance on the Trustee or AboitizPower, made its own credit investigation and appraisal of the financial position and affairs of AboitizPower on the basis of such documents and information it has deemed appropriate and that it has subscribed to the Bonds on the basis of such independent appraisal, and that it shall continue to make its own credit appraisal without reliance on the Trustee or AboitizPower.

Unless otherwise expressly stated or the context provides otherwise, all terms used herein shall have the meaning ascribed to them in the Prospectus and the Terms and Conditions of the Bonds described therein. The Bonds are governed by and subject to a Registry and Paying Agency Agreement between AboitizPower and Philippine Depository & Trust Corp. as the Registrar and Paying Agent, and the rules and procedures of PDTC and a Trust Agreement between AboitizPower and BDO Unibank, Inc. - Trust and Investments Group.

APPLICANT'S FULL NAME (IN PRINT):	APPLICANT'S AUTHORIZED SIGNATURE/S :
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ACKNOWLEDGEMENT AND ACCEPTANCE

<input type="checkbox"/> Underwriter's or Selling Agent's Acceptance	<input type="checkbox"/> Rejection due to _____
----------------------------------------------------------------------	-------------------------------------------------

Underwriter's or Selling Agent's Certification/Endorsement:
 We received this Application, with all the required attachments below, at _____ a.m. / p.m. on _____.

We hereby warrant that:

- (a) The necessary know-your-client process was conducted on the Applicant pursuant to the Anti-Money Laundering Act and the amendments thereto ("AML") as well as its implementing rules and regulations ("IRR") and our own internal policies;
- (b) The identity of the Applicant was duly established pursuant to the AMLA and its IRR;
- (c) To the best of the undersigned's knowledge, all information provided to AP and the Registrar regarding the Applicant are true, complete, current and correct; and
- (d) The Applicant's signature appearing herein is genuine and authentic and was herein affixed freely and voluntarily.

Underwriter / Selling Agent	Underwriter's / Selling Agent's Authorized Signatory Signature over printed name	Underwriter's / Selling Agent's Authorized Signatory Signature over printed name
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CERTAIN RELEVANT INFORMATION CONCERNING THE OFFERING OF THE BONDS

Unless otherwise expressly stated or the context provides otherwise, all terms used herein shall have the meaning ascribed to them in the Prospectus and the Terms and Conditions of the Bonds described therein. The information set forth below is an incomplete summary of certain terms of the Offer and are qualified by such terms and conditions set out in the Prospectus in every respect. Applicants wishing to purchase the Bonds should read the Prospectus and its description of such Terms and Conditions. The Issuer and the Underwriters have not provided any other information and do not make any representations in respect of the Offer except as contained in the Prospectus, the Registration Statement and the Terms and Conditions.

OFFER BONDS. Aboitiz Power Corporation ("AboitizPower" or the "Issuer" or the "Company") is offering fixed rate bonds in the aggregate principal amount of ₱10,000,000,000 (the "Bonds") with an oversubscription option of up to P5,000,000,000, under the Company's P30,000,000,000 Debt Securities Program. The Bonds will be issued on October 25, 2018 (the "Issue Date") and will be comprised of Series A and Series B Bonds. Series A Bonds shall have a term ending five (5) years and one (1) quarter with the Issue Date, or on January 25, 2024, with a fixed interest rate of 7.5095% per annum. Series B Bonds shall have a term ending ten (10) years from the Issue Date, or on October 25, 2028, with a fixed interest rate of 8.5091% per annum.

FORM AND DENOMINATION. The Bonds are in scripless form, and shall be issued in denominations of Fifty Thousand Pesos (P50,000.00) each as a minimum and in multiples of Ten Thousand Pesos (P10,000.00) thereafter and traded in denominations of Ten Thousand Pesos (P10,000.00) in the secondary market.

TRANSFERS; TAX STATUS. The Registrar shall ultimately and conclusively determine all matters regarding the evidence necessary to effect any such transfers. Settlement in respect of such transfers or change of title to the Bonds, including the settlement of any documentary stamps taxes, if any, arising from subsequent transfers, shall be settled directly between the transferee and/or the transferor Bondholders. Transfers across tax categories shall not be allowed except on Interest Payment Dates that fall on a business day. Restricted transfers include, but are not limited to, transfers between taxable and non-taxable entities, between taxable entities of different tax categories (where tax-withheld entities with different final withholding tax rates (e.g. 20%, 25%, 30%) are considered as belonging to different tax categories), or between parties who claim the benefit of a tax treaty; provided, however, that transfers from a tax-exempt category to a taxable tax category on a non-Interest Payment Date shall be allowed using the applicable tax-withheld series name to ensure that the computation is based on the final withholding tax rate of the taxable party to the trade. For such transactions, the tax-exempt entity shall be treated as belonging to the same tax category as its taxable counterpart for the interest period within which such transfer occurred. A Bondholder claiming tax-exempt status is required to submit a written notification of the sale or purchase to the Trustee and the Registrar, including the tax status of the transferor or transferee, as appropriate, together with the supporting documents specified under the Registry and Paying Agency Agreement upon submission of the account opening documents to Registrar. Transfers taking place in the Register of Bondholders after the Bonds are listed on PDEX shall be allowed between tax-exempt and non-tax-exempt entities without restriction and observing the tax exemption of tax-exempt entities, if and/or when so allowed under and in accordance with the relevant rules, conventions, and guidelines of PDEX and PDTC.

OFFER PERIOD. The Offer shall commence at 9:00 a.m. on October 12, 2018 and end at 12:00 p.m. on October 18, 2018 or such other date as may be determined by the Issuer and the Underwriters.

ISSUE DATE. The Bonds will be issued on October 25, 2018 or on such other date as the Issuer and the Underwriters may agree in writing.

APPLICATION AND PAYMENT FOR THE BONDS. All applications to purchase the Bonds shall be evidenced by a duly completed and signed Application to Purchase, together with two (2) fully executed signature cards authenticated by the Corporate Secretary with respect to corporate and institutional investors, and shall be accompanied by the payment in full of the corresponding purchase price of the Bonds applied for, by check or by appropriate payment instruction, and the required documents which must be submitted to the Underwriters or Selling Agents. AboitizPower and the Underwriters reserve the right to accept or reject applications to subscribe in the Bonds, and in case of oversubscription, allocate the Bonds available to the applicants in a manner they deem appropriate.

REFUNDS. In the event an Application is rejected or the amount of the Bonds applied for is scaled down, the relevant Underwriter, upon receipt of such rejected and/or scaled down applications, shall notify the Applicant concerned that his application has been rejected or the amount of Bonds applied for is scaled down, and refund the amount paid by the Applicant with no interest thereon. With respect to an Applicant whose application was rejected, refund shall be made by the relevant Underwriter by making the check payment of the Applicant concerned available for his retrieval. With respect to an Applicant whose application has been scaled down, refund shall be made by the issuance by the Underwriter of its own check payable to the order of the Applicant and crossed "Payees' Account Only" corresponding to the amount in excess of the accepted Application. All checks shall be made available for pick up by the Applicant concerned at the office of the relevant Underwriter to whom the rejected or scaled down Application was submitted within ten (10) Banking Days after the last day of the Offer Period. The Issuer shall not be liable in any manner to the Applicant for any check payment corresponding to any rejected or scaled-down application which is not returned by the relevant Underwriter; in which case, the Underwriter shall be responsible directly to the Applicant for the return of the check or otherwise the refund of the payment.

BOND RATING. The Bonds have been rated PRS Aaa by PhilRatings. The rating is subject to regular annual review, or more frequently as market developments may dictate, for as long as the Bonds are outstanding.

REGISTRATION. The SEC has issued a Permit to Sell in respect of the Bonds.

PRINCIPAL REPAYMENT. The Bonds will be redeemed at par or 100.00% of their face value on their respective Maturity Dates, unless earlier redeemed by the Company.

INTEREST RATE. The Interest Rate is as stated at the front page of this Application to Purchase. Interest on the Bonds shall be calculated on a European 30/360-day count basis and shall be paid quarterly in arrears starting on January 25, 2019 for the first Interest Payment Date, and thereafter, every January 25, April 25, July 25 and October 25 of each year, until and including the Maturity Date (each, an "Interest Payment Date"), or the next Banking Day if such dates fall on a non-Banking Day without any adjustment in the amount of interest as originally computed.

TAXATION. Interest income on the Bonds is subject to final withholding tax at rates depending on the tax status of the relevant Bondholder under relevant law, regulation or tax treaty. Except for such withholding tax and as otherwise provided, all payments of principal and interest are to be made free and clear of any deductions or withholding for or on account of any present or future taxes or duties imposed by or on behalf of the Republic of the Philippines, including, but not limited to, issue, registration or any similar tax or other taxes and duties, including interest and penalties, if any. If such taxes or duties are imposed, the same shall be for the account of the Issuer; provided however that, the Issuer shall not be liable for the following:

- (a) The applicable final withholding tax applicable on interest earned on the Bonds prescribed under the Tax Code, as amended and its implementing rules and regulations as maybe in effect from time to time.
- (b) Gross Receipts Tax under the Tax Code;
- (c) Taxes on the overall income of any securities dealer or Bondholder, whether or not subject to withholding;
- (d) Value-Added Tax under the Tax Code, as amended; and
- (e) Any applicable taxes on other income due to any Bondholder arising from the Bonds, including but not limited to the Prepayment Penalty, if and when applicable.

Documentary stamp tax for the primary issue of the Bonds and the execution of the Bond Agreements, if any, shall be for the Issuer's account.

Bondholders who are exempt from or are not subject to final withholding tax on interest income or are covered by a lower final withholding tax rate by virtue of a tax treaty may claim such exemption or lower rate, as the case may be, by submitting the necessary documents as required by under the applicable regulations of the relevant taxing or other authorities and/or the Issuer.

REDEMPTION.

- (1) **Final Redemption.** Unless otherwise earlier redeemed or previously purchased and cancelled, the Bonds shall be redeemed at par (or 100% of face value) and paid together with the accrued interest thereon on the relevant Maturity Dates of the Bonds. However, if the relevant Maturity Date is not a Business Day, payment of all amounts due on such date will be made by the Issuer through the Paying Agent, without adjustment for accrued interest, on the succeeding Business Day.
- (2) **Optional Redemption.** The Issuer shall have the option, but not the obligation, to redeem in whole (and not in part), any series of the outstanding Bonds (the "Early Redemption Option"), on the Interest Payment Dates specified below (any such date, the "Optional Redemption Date") or the immediately succeeding Banking Day if such date is not a Banking Day, without any adjustment in the amount of interest as originally computed. The amount payable to the Bondholders upon the exercise of the Early Redemption Option by the Issuer shall be calculated based on the principal amount of the relevant Bonds being redeemed as the aggregate of the: (i) accrued interest computed from the last Interest Payment Date up to the relevant Optional Redemption Date; and (ii) the product of the principal amount (total outstanding principal amount of the relevant Bonds) and the applicable Optional Redemption Price (as set out below) in accordance with the following schedule:

Series A Bonds:

Optional Redemption Date	Optional Redemption Price (inclusive of Prepayment Penalty)
4 years from Issue Date	100.25%

Series B Bonds:

Optional Redemption Dates	Optional Redemption Price (inclusive of Prepayment Penalty)
7 years from Issue Date	102.00%
8 years from Issue Date	101.00%
9 years from Issue Date	100.25%

The Issuer shall give not less than thirty (30) nor more than sixty (60) days prior written notice of its intention to redeem the relevant Series A Bonds or Series B Bonds, which notice shall be irrevocable and binding upon the Issuer to effect such early redemption on the Optional Redemption Date stated in such notice.

- (3) **Redemption for Taxation Reasons.** The Issuer may redeem any series of the Bonds in whole, but not in part, on any Interest Payment Date (having given not more than sixty (60) nor less than thirty (30) days' notice to the Trustee) at par plus accrued interest, subject to the requirements of Applicable Law, if payments under the Bonds become subject to additional or increased taxes other than the taxes and rates of such taxes prevailing on Issue Date as a result of certain changes in Applicable Law, and such additional or increased rate of such tax cannot be avoided by use of reasonable measures available to the Issuer. For avoidance of doubt, the Issuer shall not be liable for the payment of the additional or increased taxes on the income of the Bondholders, which shall be for the account of the Bondholders.
- (4) **Mandatory Redemption.** If any one or more of the following events shall occur, in the reasonable opinion of the Bondholders holding at least two-thirds (2/3) of the outstanding amount of the Bonds for the events contemplated in (a), (b) or (c) below or the Majority Bondholders for the events contemplated in (d) below (and with written notice to the Trustee), and be continuing for a period of fifteen (15) Banking Days with respect to the events contemplated in (a) or (c) below:
 - (a) Any law, government and/or non-government consent, license, authorization, registration or approval now or hereafter necessary to enable the Issuer to comply with its obligations under the Trust Agreement or the Bonds which shall be modified in a manner which, in the reasonable opinion of the Trustee, while not constituting an Event

- of Default, will materially and adversely affect the ability of the Issuer to comply with such obligations, or shall be withdrawn or withheld;
- (b) Any provision of the Trust Agreement or any of the related documents is or becomes invalid, illegal or unenforceable by reason of: (i) any final judgment or order by a court of competent authority; or (ii) notwithstanding any pending action before a court of competent authority: (x) any final and effective act of any Government Authority, or (y) any final and effective law, rule, or regulation to the extent that it becomes for any reason unlawful for the Issuer to give effect to its rights or obligations hereunder, or to enforce any provisions of the Trust Agreement or any of the related documents in whole or in part, or any law is introduced to prevent or restrain the performance by the parties hereto of their obligations under the Trust Agreement or any other related documents;
 - (c) Any concessions, permits, rights, franchise or privileges required for the conduct of the business and operations of the Issuer shall be revoked, canceled or otherwise terminated, or the free and continued use and exercise thereof shall be curtailed or prevented, by reason of: (i) any final judgment or order by a court of competent authority; or (ii) notwithstanding any pending action before a court of competent authority: (x) any final and effective act of any Government Authority, or (y) any final and effective law, rule, or regulation, in such a manner as to materially and adversely affect the financial condition or operations of the Issuer; and
 - (d) Any Government Authority or any competent authority condemns, seizes, or expropriates all or substantially all of the assets or properties of the Issuer, unless such act is contested in good faith by the Issuer or unless such act is suspended or restrained by an order of a court of competent jurisdiction;
- then, the Trustee, by notice in writing delivered to the Issuer, may declare the principal of the Bonds, including all accrued interest and other charges thereon, if any, to be immediately due and payable, and upon such declaration the same shall be immediately due and payable without any pre-payment penalty.

PURCHASE AND CANCELLATION. The Issuer may purchase the Bonds at any time in the open market or by tender or by contract, in accordance with PDEX Rules, without any obligation to make pro rata purchases from all Bondholders. Bonds so purchased shall be redeemed and cancelled and may not be re-issued.

COMMUNICATIONS. The Applicant acknowledges that the Registrar and Paying Agent do not guarantee the security of any notice, statement, instruction, or other communication transmitted by facsimile or through electronic means, and, thus, agrees that the Registrar and Paying Agent is not liable for the complete and timely transmission thereof. The Applicant assumes all risks in relation to any communication transmitted by or to the Applicant by facsimile or electronic means and agrees that it shall have no recourse to the Registrar and the Paying Agent for any liability or damage arising from or in connection therewith, unless said liability or damage was caused by the Registrar and Paying Agent's fraud, evident bad faith, gross negligence, or willful omission. The Applicant shall indemnify the Registrar and Paying Agent from and against all actions, claims, demands, liabilities, obligations, losses, damages, costs (including without limitation, interest and reasonable legal fees) and expenses of whatever nature (whether actual or contingent) suffered, incurred, or threatened against the Registrar and Paying Agent arising from or in connection with the act of the Registrar in accepting and acting on any notice, statement, or instructions transmitted by facsimile or electronic means. By indicating the email address/es in the Registration Form, the Applicant, including its successors or/assigns, consent to receive notices and communications via email; and such consent shall operate as a waiver of the Applicant's right and privilege to the secrecy of bank deposits in respect of such statements/notices. The Applicant assumes all risks in relation to the transmission of any electronic communication transmitted to the Applicant and agrees that it shall have no recourse to the Registrar and Paying Agent for any liability or damage arising from or in connection with electronic transmission of information in respect of the Bonds, unless said liability or damage was caused by the Registrar and Paying Agent's fraud, evident bad faith, gross negligence or willful omission. The Registrar and Paying Agent shall not responsible for monitoring and re-sending rejected electronically transmitted statements, notices, and communications. Requests for resending and/or for additional statements, notices, and/or advices shall be for the account of the Applicant. Transmittal of statements shall be in the frequency stipulated by the Issuer.

FEES. The Applicant understands and agrees that any transaction on the Bonds which utilizes the services of PDTC as the Registrar and the Paying Agent, underwriter/broker, Cash Settlement Bank, or PDEX, and/or any service provider, as the case may be, may be subject to such fees and charges for which the Applicant or its counterparty may be accountable. A copy of the schedule of such fees is available from the appropriate service provider. The Applicant understands that PDTC may increase its fees and charges at its sole discretion in order to maintain the quality of its service. The Issuer and the Bondholder shall be informed of changes in fees at least 30 days prior to the effective date of any such change.

PDTC Rules. Each Bondholder acknowledges and hereby agrees to be bound by the registry rules and procedures of the Registrar and Paying Agent as the same may be amended from time to time.

THE BONDS AND THIS APPLICATION TO PURCHASE ARE GOVERNED BY AND SUBJECT TO THE PROSPECTUS AND THE TRUST AGREEMENT. THE APPLICANT MAY OBTAIN COPIES OF THE PROSPECTUS AND THE TRUST AGREEMENT, WHICH SHALL BE MADE AVAILABLE AT THE OFFICES OF UNDERWRITERS AND THE OFFICE OF THE ISSUER AT NAC TOWER, 32ND STREET, BONIFACIO GLOBAL CITY 1634 TAGUIG CITY, METRO MANILA, PHILIPPINES THROUGHOUT THE OFFER PERIOD DURING REGULAR BUSINESS HOURS.

ANNEX C-1
MASTER CERTIFICATE OF INDEBTEDNESS FOR THE SERIES A BONDS

[LOGO]

ABOITIZ POWER CORPORATION
MASTER CERTIFICATE OF INDEBTEDNESS
Series A Bonds

₱ [•]

Bond Certificate No. 0001

Issue Date: October 25, 2018

Maturity Date: January 25, 2024

For and in consideration of the sum of PESOS: [•] PESOS ₱ [•], ABOITIZ POWER CORPORATION (the “Company”), promises to pay the sum of PESOS: [•] ₱ [•], together with interest, to the Bondholders appearing in the Registry Book, pursuant to, and subject to the terms and conditions set forth in: (i) the Trust Agreement dated October 10, 2018, and (ii) Annex A thereto.

This Master Certificate of Indebtedness is being issued by the Company, acting by the authority of its Board of Directors, to BDO UNIBANK, INC. – TRUST AND INVESTMENTS GROUP, in its capacity as Trustee, in acknowledgement of the Company’s obligations in respect of the five (5) and one (1) quarter Philippine Peso fixed rate bonds (the “Series A Bonds”) duly registered with the Philippine Securities and Exchange Commission.

The Series A Bonds shall bear interest, subject to the terms and conditions contained in the Trust Agreement dated October 10, 2018, and Annex A attached thereto.

Annex A provides for the mode and manner of the payment and prepayment of the Series A Bonds under the terms and conditions set forth and specified therein as well as for the acceleration of the maturity of the Series A Bonds under certain conditions.

The Series A Bonds shall be governed by, and construed in accordance with, the laws of the Republic of the Philippines.

ABOITIZ POWER CORPORATION
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ANNEX C-2
MASTER CERTIFICATE OF INDEBTEDNESS FOR THE SERIES B BONDS

[LOGO]

ABOITIZ POWER CORPORATION
MASTER CERTIFICATE OF INDEBTEDNESS
Series B Bonds

₱ [•]

Bond Certificate No. 0002

Issue Date: October 25, 2018

Maturity Date: October 25, 2028

For and in consideration of the sum of PESOS: [•] PESOS ₱ [•], ABOITIZ POWER CORPORATION (the “Company”), promises to pay the sum of PESOS: [•] ₱ [•], together with interest, to the Bondholders appearing in the Registry Book, pursuant to, and subject to the terms and conditions set forth in: (i) the Trust Agreement dated October 10, 2018, and (ii) Annex A thereto.

This Master Certificate of Indebtedness is being issued by the Company, acting by the authority of its Board of Directors, to BDO UNIBANK, INC. – TRUST AND INVESTMENTS GROUP, in its capacity as Trustee, in acknowledgement of the Company’s obligations in respect of the ten (10) year Philippine Peso fixed rate bonds (the “Series B Bonds”) duly registered with the Philippine Securities and Exchange Commission.

The Series A Bonds shall bear interest, subject to the terms and conditions contained in the Trust Agreement dated October 10, 2018, and Annex A attached thereto.

Annex A provides for the mode and manner of the payment and prepayment of the Series B Bonds under the terms and conditions set forth and specified therein as well as for the acceleration of the maturity of the Series B Bonds under certain conditions.

The Series B Bonds shall be governed by, and construed in accordance with, the laws of the Republic of the Philippines.

ABOITIZ POWER CORPORATION

EXHIBIT 1
FORM OF CERTIFICATE OF NO DEFAULT AND COMPLIANCE / NOTICE OF DEFAULT

To: BDO Unibank, Inc. – Trust and Investments Group
(the “Trustee”)
Fax: +6328784270
Attn: Susan Marie J. Atienza
From: Aboitiz Power Corporation
Date: [•]

Re: Trust Agreement dated October 10, 2018 (the “Agreement”)
between Aboitiz Power Corporation (the “Issuer”), and the Trustee

We refer to the Agreement. Words and expressions defined in the Agreement have the same meanings in this certificate. This is a Certificate of No Default and Compliance.

We confirm the following:

1. that [no/the following] Events of Default were outstanding as at [*relevant date*];
2. all the representations and warranties of the Issuer contained in the Agreement remain true and correct; and
3. all of the covenants of the Issuer set forth in the Agreement have been fully met and performed; .

For and on behalf of Aboitiz Power Corporation

By:
Name:
Title:

EXHIBIT 2
FORM OF CERTIFICATE ON NET DEBT TO CONSOLIDATED EQUITY RATIO

To: BDO Unibank, Inc. – Trust and Investments Group
(the “Trustee”)
Fax: +6328784270
Attn: Susan Marie J. Atienza
From: Aboitiz Power Corporation
Date: [•]

Re: Trust Agreement dated October 10, 2018 (the “Agreement”)
between Aboitiz Power Corporation (the “Issuer”), and the Trustee

We refer to the Agreement. Words and expressions defined in the Agreement have the same meanings in this certificate. This is a Certificate on Net Debt to Consolidated Equity Ratio.

We confirm that as at [*relevant date*]:

Net Debt was [•] and Consolidated Equity was [•], so the ratio of Net Debt to Consolidated Equity was [•]:1.

For and on behalf of Aboitiz Power Corporation

By:
Name:
Title:



ENVIRONMENTAL COMPLIANCE CERTIFICATE

(Issued under Presidential Decree 1586)

ECC-R4A-1812-0374

THIS IS TO CERTIFY THAT THE PROPONENT, **LIMA LAND, INC.** is granted this Environmental Compliance Certificate (ECC) for their **LIMA TECHNOLOGY CENTER-SPECIAL ECONOMIC ZONE EXPANSION PROJECT** located within the boundaries of **Barangays Santiago, San Fernando, Bagong Pook & Luta Sur, Malvar and San Lucas, Bugtong na Pulo & Piaridel, Lipa City, Batangas** by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau (EMB), CALABARZON Region.

SUBJECT ONLY to the conditions and restrictions set out herein, this Certificate supersedes ECC-R4A-1708-0255 dated September 8, 2017:

PROJECT DESCRIPTION

The Lima Technology Center-Special Economic Zone Expansion Project shall cover a total land area of Five Million Six Hundred Seventy Five Thousand Five and 88/100 (5,675,005.88) square meters of parcels of land embraced by OCT/TCT/TD Nos. 79196, T-78660, O-1005, T-113439, T-88257, T-116447, T-113303, T-116458, T-116459, T-158976, T-158977, T-158978, T-158979, T-116454, T-116455, T-116456, T-118493, T-118492, T-118490, T-118491, T-132327, T-132328, T-143906, T-101517, T-116466, T-143907, T-156514, T-116464, T-101472, T-116462, T-116463, T-116467, T-101516, T-170391, T-170392, T-170393, T-170394, 072-2013005526, 072-2013005527, 072-2013005528, 072-2013005529, 072-2013005530, 072-2013005531, 072-2013005532, 072-2013005533, 072-2013005534, 072-2013005535, 072-2013005536, 072-2013005537, 072-2013005538, 072-2013005664, 072-2013005665, 072-2013005666, 072-2013005667, 072-2013005668, 072-2013005669, 072-2013005670, 072-2013005671, 072-2014004429, T-121529, T-81857, T-122330, T-84986, 072-2014001452, 072-2014001581, 072-2014001582, 072-2014001584, 072-2014001585, 072-2014001586, 072-2014001587, 072-2014001588, 072-2014001589, 072-2014001590, 072-2014001591, 072-2014001592, 072-2014001593, 072-2014001599, 072-2014001600, 072-2014002114, T-90902, T-83311, T-83310, T-138404, T-147692, T-147693, T-96565, T-147694, T-170137, T-170138, T-125810, T-125806, T-125807, T-125805, T-125804, T-125803, T-125809, T-125808, T-125811, T-125812, T-100676, T-154466, 072-2014001594, T-167694, T-169981, T-154464, 072-2014001595, T-146158, T-127831, T-154503, T-155823, T-156317, T-125727, T-86521, T-154467, T-154520, 154514, 120201, T-154504, T-130527, 164413, 164414, T-126606, 072-2011006066, 072-2011006065, 072-2014004134, T-156318, T-113497, 072-2014001598, 072-2013005519, 072-2012004341, T-122018, T-126608, 072-2014001583, 072-2014001597, T-88256, T-127005, T-86668, T-126490, T-86669, T-86670, T-120402, 072-2013005560, T-154517, T-126489, T-86671, T-160945, T-160946, 072-2012001733, 072-2011001642, 072-2011001643, T-143909, T-143910, T-143912, T-143913, T-143914, T-84749, T-84243, T-115363, 15-0001-00406, 072-2011001644, 072-2014001596, T-158975, T-120341, T-120342, T-154469, T-110744, T-115887, T-104865, T-105166, T-126793, T-126718, 120881, T-120882, T-126610, 154474, T-110758, T-154484, T-126714, T-154478, T-154479, T-154481, T-86666, T-86673,

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Lima Technology Center-Special Economic Zone Expansion Project
Lima Land, Inc.

T-120203, T-110755, T-110756, 15-0007-00319, 15-0007-00307, 15-0007-00334, T-154480, T-154486, 072-2013005504, 072-2014004699, 072-2015005035, 072-2015005036, 072-2015005037, OCT No 8023 (28232), 072-2012002923, 072-2013002315, 072-2012002924, T-154460, T-154455, 072-2014004603, 072-2014005156, 072-2016008250, 072-2014004605, T-131989, T-115360, T-117468, T-117000, 96195, P-571, T-148889, T-113436, P-538, T-115503, T-113457, T-113435, 76921, T-76915, 76919, 76917, 76920, T-154456, T-113438, T-115357, T-76914 (pt), 056-2015003500, 056-2015003501, 056-2015003502, 056-2015003503, T-104866, 15-0015-02644, 15-0007-00306, 056-2015003504, 056-2015003505, 056-2015003506, 056-2015003507, 056-2015003508, 056-2015003509, 056-2015003510, 056-2015003511, 056-2015003512, 056-2015003513, 056-2015003514, 056-2015003515, 056-2015003516, 056-2015003517, 056-2015003518, 056-2015003519, 056-2015003520, 056-2015003521, 056-2015003522, 056-2015003523, 056-2015003524, 056-2015003525, 056-2015003526, 056-2015003527, 056-2015003528, 056-2015003529, 056-2015003530, 056-2015003531, 056-2015003532, 056-2015003533, 056-2015003534, 056-2015003535, 056-2015003536, 056-2015003537, 056-2015003538, 056-2015003539, 15-0007-00324, 15-0007-00325, 056-2015003541, 056-2015003542, 056-2015003543, 056-2015003544, 056-2015003545, 056-2015003546, T-0184, 056-2014002568, 056-2014002569, 056-2014000163, 056-2014000164, 056-2014000169, 056-2014000170, 056-2014000167, 056-2014000166, 056-2014000165, 056-2014000168, 056-2014000162, 056-2014000006, 056-2014000007, T-92329, 056-2014002567, 056-2014002566, 056-2014002565, 056-2014002580, T-104401, 056-2014002579, 056-2015003540, 15-0004-01155, 15-0007-00106, O-1227, O-1269, T-85065, T-85068, 056-2014002435, 056-2014002534, 056-2014002533, 056-2014002545, 056-2014002532, 056-2014002529, 056-2014002528, 056-2014002531, 056-2014002530, 056-2014002582, 056-2014002527, 056-2014000008, T-115886, T-104863, 056-2014002570, 056-2014002571, T-53709, T-156337, T-144048, 072-2014005267, 072-2014005268, 072-2014005266, 12-0007-00332, 072-2014002114, O-8023 (28232), T-62459, T-126930, T-16878, T-37597, T-37664, 072-2010003923, P-2724, 056-2015000308, T-52360, 15-0007-00342, 15-0007-00340, T-0184, T-98726, T-98725, T-169672, T-39547, FP-1442, O-1124, OCT-684, T-69929, O-1107, T-39549, T-39550, O-1232, T-115501, T-115500, T-115499, T-115502, T-115498, T-115489, T-115490, T-115491, T-115492, T-115493, T-115494, T-115495, T-115496, T-115497, T-114539, T-114540, T-114541, T-114626, T-144131, T-144132, P-707, T-144663, T-113437, T-113440, T-114625, T-156128, T-113443, T-114624, T-114623, T-114620, T-113441, T-113318, T-113442, T-160519, 7160 (25047), T-113454, T-114621, T-114627, AB-02023-20688, T-115361, T-113445, T-116998, 10256 (24392), T-113450, T-113451, T-113456, T-113446, T-114542, T-113453, T-113452, T-114544, T-114543, T-161684, T-161685, T-114545, T-115359, OCT-2014000029, 84820, T-84821, 84822 & 84823 located within the boundaries of Barangays Santiago, San Fernando, Bagong Pook & Luta Sur, Malvar and Barangays San Lucas, Bugtong na Pulo & Plaridel, Lipa City, Batangas. It shall have the following project facilities/amenities: residential area (626,387.50 square meters), commercial area (321,328.38 square meters), industrial park (4,689,790 square meters), open spaces, road networks, sidewalks, sewerage & drainage system, centralized wastewater treatment plant, power & water supply system, fire hydrants, deep wells, and other related support facilities/amenities.

This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 2003-30. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this Certificate.

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Lima Technology Center-Special Economic Zone Expansion Project
Lima Land, Inc.

This is to certify, further, that in issuing this **CERTIFICATE**, it should be understood that the same is a **PLANNING TOOL** and **NOT A PERMIT**. Hence, the proponent shall secure pertinent **PERMITS/CLEARANCES** from all concerned government agencies (i.e. PEZA, HLURB, NWRB, LGUs, MGB, NWRB, NIA, LLDA, DOH, DOLE, PMRB, DTI, DPWH, DOTr, PDEA, PAMB, NEDA, DENR, DOE, DAR, DA, etc.) prior to the implementation of the project to be submitted to this Office within sixty (60) working days upon receipt thereof; otherwise this Office shall be constrained to take appropriate legal action. The issuance of the ECC shall not be construed as resolving issues within the mandate of other Government Agencies.

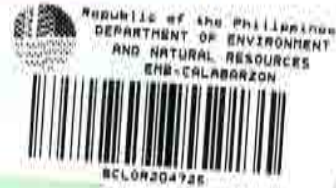
Issued at EMB CALABARZON Region this DEC 20 2018.

Recommending Approval:

Approved by:


ROBERT ANGELO M. METIN
OIC, Clearance and Permitting Division


DIR. NOEMI A. PARANADA
OIC-Regional Director



ECC-R4A-1812-0374
Lima Technology Center-Special Economic Zone Expansion Project
Lima Land, Inc.

SWORN STATEMENT OF PROPONENT/OWNER

Under the provisions of Presidential Decree 1586, I, **CLIFFORD M. ACADEMIA**, do hereby certify that the information provided to the Department of Environment and Natural Resources (DENR) - Environmental Management Bureau (EMB), CALABARZON Region pertaining to the **Lima Technology Center-Special Economic Zone Expansion Project** located **within the boundaries of Barangays Santiago, San Fernando, Bagong Pook & Luta Sur, Malvar and San Lucas, Bugtong na Pulo & Plaridel, Lipa City, Batangas** are true and correct to the best of my personal knowledge and based on the records in my possession. Hence, I shall take full responsibility in complying with all conditions and restrictions contained in this Environmental Compliance Certificate (ECC).



CLIFFORD M. ACADEMIA
Assistant Vice President-Operations
LIMA LAND, INC.

TIN: _____

Attested by:



ROBERT ANGELO M. METIN
OIC, Clearance and Permitting Division

DEC 28 2018

SUBSCRIBED AND SWORN TO before me this _____, the above-named affiant taking oath presenting his government issued I.D. _____ No. _____ issued at _____ on _____.



ATTY. JONAN V. FAJARDO
NOTARY PUBLIC
Notarizing Office
UNTIL Dec 31 2018 Call 09128
PER NO. 1427827 J7 1-3-18
WP NO. 081578/12-2 B/17 - CAVITE
MCLENO. V-0029750 SEPT. 2016-L.P.i
588 DEL ALABANG ZAPOTE L.P.C
PETITION NO. LP15-010

Doc No. _____
Page No. 508
Book No. 103
Series of 42
2018

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Lima Technology Center-Special Economic Zone Expansion Project
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I. CONDITIONS

ENVIRONMENTAL MANAGEMENT

The proponent shall strictly implement the following mitigating, enhancement, and rehabilitating measures:

1. That green buffer zones and planting of native tree species shall be established within and along the periphery of the areas affected by the project to help attenuate noise levels, abate heat and absorb some pollutant emissions.
2. That the proponent shall strictly manage all construction, operational, chemical, spillage, traffic, excessive surface run-off, solid wastes, erosion, siltation, and occupational & health hazards identified in the Environmental Performance Report and Management Plan (EPRMP) and, in case of emergency episodes, appropriate response activities shall be immediately undertaken for the protection of the workers/personnel, host and nearby communities and the receiving environment.
3. That effective and adequate drainage system and Wastewater Treatment Plant (WWTP) for its effluents shall be provided. All liquid waters shall be properly treated and shall not exceed the DENR Effluent Standards. Appropriate plans and specifications for its Wastewater Treatment Plant (WWTP) shall be submitted one (1) month after receipt of the ECC and shall have an implementation period of six (6) months.
4. That the proponent shall allocate open spaces which can be utilized as evacuation area during disaster/calamity in support to the climate change adaptation and disaster risk reduction program of the government. The said open spaces shall be inalienable and non-buildable with a notarized undertaking executed and submitted to this Office within sixty (60) days upon receipt thereof.
5. That the proponent shall properly implement the following:
 - a. Effective Information, Education and Communication (IEC) Plan shall be implemented in all project phases including communication of environmental risks of the project.
 - b. Beneficial Social Development Program (SDP) among employees/workers, host barangay and affected communities which shall cover livelihood training and employment, including assistance in the setting-up of social welfare programs for health and education that will ensure the participation of youth and women.
 - c. Wastes management scheme as provided in the Environmental Management Plan (EMP) shall be continuously implemented.
 - d. Portalets/temporary sanitation facilities shall be provided before the start and during the construction works.
6. That proper Air Pollution Source and Control Installations (APSCI) shall be provided by the proponent to avert pollutant emission
7. That in support of the concern of the government to phase-out mercury from all possible sources and to address global warming, the proponent shall install environment-friendly lighting fixtures (i.e. light-emitting diode lamps, compact fluorescent lamps, etc.).

8. That preservation and easement retention of natural drainage/waterways shall be undertaken and should conform with the provisions of the DENR Administrative Order No. 97-05 (Procedures in the Retention of Areas within certain distances along the Banks of Rivers, Streams, and Shores of Seas, Lakes and Oceans for Environmental Protection). If disturbed, a replacement drainage system shall be constructed within two (2) months from the disturbance.

GENERAL CONDITIONS

Further administrative conditions for the grant of this Certificate shall be strictly complied:

9. That the proponent shall comply with the following environmental laws including their respective implementing rules and regulations such as: PD 1586 "Philippine Environmental Impact Statement System"; RA 6969 "Toxic Substances and Hazardous and Nuclear Waste Control Act of 1990"; RA 8749 "Clean Air Act of 1999"; RA 9003 "Ecological and Solid Waste Management Act of 2000"; RA 9275 "Clean Water Act of 2004"; and other existing and applicable Philippine Laws.
10. That the proponent shall set-up a competent Environmental Unit in accordance with DAO No. 2014-02, Series of 2014 (Revised Guidelines for Pollution Control Officer Accreditation). The Environmental Unit shall be integrated in the proponent's organizational chart to handle all environment related aspects of the project in addition to the monitoring requirements as specified in the Environmental Management Plan (EMP)/Environmental Monitoring Plan (EMoP) such as but not limited to the following:
 - a. Monitor actual project impacts vis-à-vis the predicted impacts and management measures in the submitted EPRMP.
 - b. Regular submission of semi-annual ECC Compliance Monitoring Report (on or before January 15 and July 15 of each year the project is implemented) provided with supporting documents pursuant to the guidelines set forth in DAO 2003-30 (IRR of P.D. 1586).
 - c. Ensure that all post-assessment permits/clearances from other concerned government agencies are secured and in place relative to the implementation of the project.
 - d. Submit a quarterly environmental monitoring report using the prescribed format of the Self-Monitoring Report (SMR) pursuant to DAO 2003-27.
 - e. Submit an Abandonment Plan two (2) months prior to abandonment activities. It shall include rehabilitation measures/clean-up, costs, remediation of areas possibly contaminated with toxic/hazardous substances and presentation of options on proposed alternative projects in the area.
11. That monitoring well shall be installed and maintained within the project site and identified direct impact areas, which shall include the following:
 - a. A semi-annual groundwater quality sampling shall be conducted and the results of the same shall be submitted to this Office.
 - b. Cisterns/Holding tank shall be installed to minimize the extraction of water resources (surface and groundwater) for domestic purposes.
12. That proper health and sanitation practices shall be observed in all phases/stages of the project and safety & personal protective equipment/gadgets shall always be provided to the personnel within the premises of the project site to prevent health and occupational hazards.

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Lima Technology Center-Special Economic Zone Expansion Project
Lima Land, Inc.

13. That all recommendations enumerated in the Engineering Geological and Geohazard Assessment Report (EGGAR) of the project geologist shall be strictly implemented by the proponent. Mitigating measures for seismic and hydrologic hazards in the EGGAR should be appropriately accomplished by the proponent. Continuous monitoring and consultation both by the assigned project engineer and consultant geologist be done during the construction phase of the project.
14. That the proponent shall implement an effective traffic management plan and adequate safety measures (i.e. installation of warning signs/devices, pedestrian lanes/crossings, etc.) in all phases of the project so as to relieve traffic flow and/or prevent positive accidents within the vicinity of the project site as coordinated with the concerned local government units.
15. That when the implementation of the project causes adverse environmental impacts and/or pose nuisance to public health and safety, the proponent shall immediately suspend its project operation until such time that appropriate remedial measures are effected and/or any damage to persons and/or properties resulting from the same are properly compensated.
16. That any authorized DENR-EMB personnel, with proper identification card and travel/mission order, shall be allowed unconditional access to conduct an on-the-spot inspection and monitoring to oversee compliance to the ECC without the need for prior notice to the proponent.
17. That a billboard containing this message: **"Notice to the Public, this LIMA TECHNOLOGY CENTER-SPECIAL ECONOMIC ZONE EXPANSION PROJECT of LIMA LAND, INC. has been issued an Environmental Compliance Certificate (ECC-R4A-1812-0374) by the Department of Environment and Natural Resources - Environmental Management Bureau (DENR-EMB) CALABARZON Region on _____."** shall be installed at all entry and exit points and at all perimeters of the project facing the road to inform the general public within thirty (30) days from receipt of the ECC.
18. That a copy of the ECC shall be posted in a conspicuous location at the field office of the project site clearly visible to the public and shall be adequately framed or otherwise protected against damage.
19. That in compliance to the Kyoto Protocol Agreement and R.A. 9367 (Bio-Fuels Act of 2006) to deal with the reduction program on activities potential to contribute greenhouse gases or global warming, the proponent shall initiate an energy conservation program such as the use of alternative fuels.

II. RESTRICTIONS

The proponent is strictly subject to the following restrictions:

1. That no other activities should be undertaken other than what was stipulated in the EPRMP. Should there be an expansion or deviation of the project beyond the project description, construction of other structures beyond those stated in the EPRMP; transfer of location or any change in the activity, shall be made subject to a new EIA requirements.
2. That individual locator of the project shall be subjected to separate Environmental Impact Assessment (EIA) requirements.
3. That no trees shall be affected in all phases of the project, or if there is any, necessary documents such as "Tree Cutting Permit", "Balling Permit" and other permits/clearances, shall be secured from the concerned DENR sector pertaining to the implementation of the project.
4. That during the construction phase of the project, the proponent shall install a temporary 2-stage settling pond for wastewater prior to its final disposal into the local sewer and drainage system.
5. That in case of transfer of ownership/management of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify this Office within fifteen (15) days as regards to the transfer of ownership/management.
6. That the proponent (**LIMA LAND, INC. as represented by its Assistant Vice President-Operations, Mr. Clifford M. Academia**) and EPRMP preparers (**Ms. Ma. Wilhelmina E. Tobias, Mr. Charles Wiston E. Tobias & Mr. Chase Patrick E. Tobias**) shall be jointly and severally accountable for any misrepresentation and failure to state material information in the submitted documents.

The conditions stipulated in this Certificate shall be deemed final within fifteen (15) days from receipt hereof and all provisions set forth above shall be complied with by the herein grantee. This ECC is deemed expired if not implemented within five (5) years from the date of issuance and the proponent shall have to apply for a new ECC if it intends to pursue the project.

Non-compliance with any of the provisions of this certificate shall be a sufficient cause for the cancellation or suspension of this certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (Php50,000.00) for every violation thereof.

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Lima Technology Center-Special Economic Zone Expansion Project
Lima Land, Inc.

PROJECT ASSESSMENT PLANNING TOOL

For the assistance of the Proponent, LGUs and other concerned government agencies (GAs) in the management of the project and for better coordination in mitigation on the impacts of the project on its surrounding areas and to the environment.

By way of recommendation, the following have been taken notice of by this Office and are providing these recommendations to the parties and authorities concerned for proper action and integration into their decision making-process.

Regulatory Conditions	Concerned Agency
1. The proponent shall comply with, but not limited to the following: 1.1 PD 856 or the Sanitation Code of the Philippines; 1.2 PD 442 or the Labor Code of the Philippines including occupational health and safety; 1.3 R.A. 6541 or the National Building Code of the Philippines including adequate storm drainage system and other flood control measures and compliance to the Fire Safety and Emergency Preparedness; 1.4 R.A. 9637 or the Biofuels Act of 2006; 1.5 PD 1067 or the Water Code of the Philippines; and 1.6 R.A. 7916 or the Special Economic Zone Act of 1995.	DOH DOLE-Bureau of Working Condition Municipal Planning & Dev't. Office/LGU Concerned/PEZA Department of Energy DPWH/NWRB PEZA
Environmental Planning Recommendations for the Proponent	
2. Close monitoring of the project should be undertaken by the proponent to maintain a high level of safety and efficiency at all stages of the construction and to immediately address any environmental hazard/change that may take place	

For dissemination and proper action of the parties concerned.


JOSE ALBERTO S. ABAYA
Case Handler


CHERYL D. DUYA
OIC, Environmental Impact Assessment Section


ROBERT ANGELO M. METIN
OIC, Clearance and Permitting Division


DIR. NOEMI A. PARANADA
OIC-Regional Director

Processing Fee : PhP 10,000.00
O.R. No. : 5115701 Date : December 12, 2018
Legal Fee : PhP 100.00
O.R. No. : 5021024 Date : December 12, 2018

ECC-R4A-1812-0374

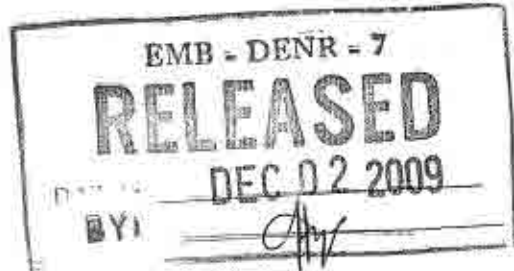
**Lima Technology Center-Special Economic Zone Expansion Project
Lima Land, Inc.**



Date: _____

ECC Ref. Code: **ECC R07 06 05-26 0077 120-A**

JULIET B. AVENIDO
 Administration Manager
 Cebu Industrial Park Developers, Inc. (CIPDI)
 Aboitiz Bldg., Arch. Reyes Ave., Banilad, Cebu City
 Tel/Fax No.: (032) 416-2577



Subject: Certificate of Environmental Compliance Commitment (ECC)

Dear Madame:


This refers to the ECC Amendment application for the **West Cebu Industrial Park (WCIP) Land Development Project** to be located in Barangay Arpili and Buanoy, Municipality of Balamban, Province of Cebu, Region VII.

After satisfying the requirements in the said application and upon recommendation of the Environmental Management Bureau (EMB), this Department has decided to grant an ECC Amendment to the above-mentioned project.

With the issuance of this ECC Amendment, you are expected to implement the measures presented in the EPRMP-IEE Checklist document, intended to protect and mitigate the project's adverse impacts on community health, welfare and the environment. Environmental considerations shall be incorporated in all phases and aspects of the project. You may proceed with project implementation after securing all the necessary permits from other pertinent government agencies. This Office will be monitoring the project periodically to ensure compliance with stipulations cited in the attached ECC.

Please be guided accordingly.

Very truly yours,


JULIAN D. AMADOR
 Bureau Director and
 Concurrent Regional Director

ECC-R07-06-05-26-0077-120-A





Date: **DEC 02 2009**

JULIET B. AVENIDO
Administration Manager
Cebu Industrial Park Development Corp. (CIPDI)
Aboitiz Bldg., Arch. Reyes Ave., Banilad, Cebu City
Tel/Fax No.: (032) 416-2577

SUBJECT: **ECC AMENDMENT**

Dear Ms. Avenido:

This refers to your request for the inclusion of **WEST CEBU INDUSTRIAL PARK (WCIP) LAND DEVELOPMENT PROJECT** for **CEBU INDUSTRIAL PARK DEVELOPERS, INCORPORATED (CIPDI)** covered by **ECC-R07-06 05-26 0077 120-A** located at Barangay Arpili and Buanoy, Municipality of Balamban, Province of Cebu, Region VII.

After careful technical assessment and evaluation on your request with supporting data and information, this Office has determined that your request is meritorious. Related thereto, this Office hereby decided to amend the ECC to read as follows:

PROJECT DESCRIPTION

The ECC covers the existing **WEST CEBU INDUSTRIAL PARK (WCIP) LAND DEVELOPMENT PROJECT** with a total land area of One Million Seven Hundred Ninety Thousand One Hundred Fifty (1,790,150) square meters located at Barangay Buanoy and Arpili, Balamban, Cebu, Region VII.

The project includes the development and operation components of the following:

Existing Area: One Million Six Hundred Forty Nine Thousand Six Hundred Seventy Six (1,649,676) square meters composed of road networks/internal road system, drainage system, three (3) deep wells for its water supply, power supply, solid waste disposal system, a Sewage Treatment Plant (STP); and

Additional Area: One Hundred Forty Thousand Four Hundred Seventy Four (140,474) square meters of land composed of road networks, drainage system, power lines, water supply, and sewer system as indicated in the submitted EPRMP-IIEEC document.

Additional ECC Conditions:

1. Seedlings not less than One Million Eight Hundred Thousand (1,800,000) pieces shall be established in a nursery within five (5) years upon receipt thereof and shall be planted to any potential areas. Colored pictures showing the successful tree plantation shall be submitted to this Office after eight (8) years of project operation;

ECC-R07-06 05-26 0077 120-A

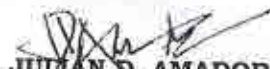


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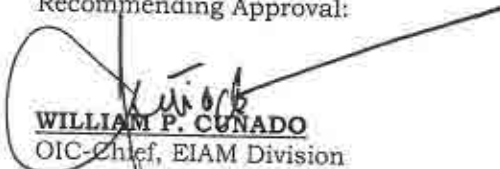
2. No Cutting of Existing Trees (such as Coconut Trees, Mango Trees, etc.) within the Project Area to be developed should be strictly implemented;
3. Project proponent should implement all the recommended mitigating measures as stated in Impact Management Plan (IMP) prior to project activities identified that contribute significant impact to the surrounding/immediate vicinity of the project site;
4. That an adequate cistern and effective greenline for recycling, distribution and utilization of used water shall be implemented as part of the additional measures in water resources management;
5. The Proponent shall proceed with project implementation after securing all applicable permits from other pertinent Government Agencies such as, but not limited to the following: Engineering Geology and Geo Hazard Assessment Report (EGGAR), Certificate of Water Availability (CoWA), Zoning Certification, PAMB Endorsement, Other Lawful Permits (OLP), Tree Cutting Permit (TCP), Special Agreement on Protected Areas (SAPA), Foreshore Lease Agreement (FLA), Building Permit, FMB Permit, Environmental and Sanitation Permit, NWRB Permit, PCA Permit, and Disposal Permit from PENRO-Capitol; Thus, this ECC becomes valid only after all necessary permits have been secured prior to project implementation; and
6. The proponent shall make available appropriate budget based on the project schedule as indicated in the submitted Impact Management Plan (IMP) Summary for the implementation of the project and proposed mitigating measures in the construction and operational phase. An accomplishment report on the implemented mitigating measures and the corresponding cost of the IMP activities shall be submitted to this Office on a quarterly basis for monitoring.

The subject amendment will form part of the document on file.

Approved by:


JULIAN D. AMADOR
Bureau Director and
Concurrent Regional Director

Recommending Approval:


WILLIAM P. CUNADO
OIC-Chief, EIAM Division

ECC-R07-06 05-26 0077 120-A



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ENVIRONMENTAL COMPLIANCE COMMITMENT
(Environmental Compliance Certificate)
(Issued under Presidential Decree 1586)
ECC-R07-0808-0264-123-A

THIS IS TO CERTIFY THAT PROPONENT **CEBU INDUSTRIAL PARK DEVELOPERS, INCORPORATED (CIPDI)**, represented by its Administrative Manager **Juliet B. Avenido**, is granted this **ECC** for its **West Cebu Industrial Park Project** located in **Barangay Buanoy and Arpili**, in the **Municipality of Balamban, Province of Cebu** by the **Department of Environment and Natural Resources (DENR)**, through the **Environmental Management Bureau, Region VII**.

SUBJECT ONLY to the conditions and restrictions set-out in this ECC and in the attached document labeled as Annex A. Technical Review Committee Recommendations have been provided in Annex B in guidance to concerned government agencies and local government units for consideration in their decision making process.

PROJECT DESCRIPTION

The ECC covers the **West Cebu Industrial Park Project** with a total area of **One Hundred Sixty Four Point Ninety Six Seventy Six (164.9676) hectares** located in **Barangay Buanoy and Arpili, Balamban, Cebu, Region VII**.

The project includes the development of the following areas: **One Hundred Fifty Five Point Two Zero Two Seven (155.2027) hectares** of Phase IA and Phase IB, proposed expansion area of **Five Point Eight Three Eight Five (5.8385) hectares** at Phase IA and proposed expansion area of **Three Point Nine Two Six Four (3.9264) hectares** at Phase IB as indicated in the submitted EPRMP Document.

This ECC is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 2003-30. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found to be inconsistent with the Revised Procedural Manual of DAO 2003-30 after issuance of this certificate.

Issued at EMB Region VII, Banilad, Mandaue City this 21st day of August, 2008.

Approved By:

ALAN C. ARRANGUEZ
OIC, Regional Director

Recommending Approval:

WILLIAM P. CUÑADO
Chief, EIA Division

I. CONDITIONS

A. ENVIRONMENTAL MANAGEMENT AND MONITORING PLAN (EMMoP)

1. The proponent shall ensure that all commitments, appropriate mitigating/enhancement measures and monitoring requirements especially those contained in the IMP in the EPRMP document, its modifications and additional information as approved by the EMB during the EIA Report review shall be instituted and strictly implemented throughout the project implementation;
2. The seedlings not less than One Million Six Hundred Fifty Thousand (1,650,000) pieces shall be established in a nursery within six (6) months after project implementation and shall be planted to any potential areas. Colored pictures showing the successful tree plantation shall be submitted to this office after two (2) years of project operation;
3. Undertake a continuing Information, Education and Communication (IEC) Program to explain to all stakeholders the final approved EMMoP and the conditions of this ECC as well as an update of project status including any significant changes on the EMMoP, and over-all performance against this ECC;
4. Submit an updated Project Environmental Risk Categorization prior to implementation or as soon as or after the final sitting and design of facilities have been decided whichever comes earlier;
5. Submit an Abandonment Plan to the EMB at least one (1) year prior to project to project abandonment. The plan shall include rehabilitation measures/clean-up, remediation of areas affected by the project and proposed alternative projects in the area;

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EMMoP

B. GENERAL CONDITIONS

Further administrative condition for the grant of this certificate shall be strictly complied:

6. The operations shall conform with the applicable provisions of RA 6969 (Toxic Substances and Hazardous and Nuclear Waste Control Act of 1990), RA 8749 (Philippine Clean Air Act of 1999), RA 9003 (Ecological Solid Waste Management Program Act of 2000), RA 9275 (Philippine Clean Water Act of 2004);
7. That the proponent being one of the members of the created Multi-partite Monitoring Team dubbed as "Balamban Socio Economic Development and Management Council" should actively participate in all activities undertaken by the MMT. Likewise the proponent should contribute an amount of **One Hundred Fifty Thousand (P 150,000.00) Pesos** representing an Environmental Monitoring Fund (EMF) to compensate the created Multi-partite Monitoring Team (MMT) for this project. Same should be set aside annually and be replenished;
8. That an additional amount of **One Million Eight Hundred Ninety Thousand (P 1,890,000.00) Pesos** should be deposited to the established Environmental Guarantee Fund (EGF) of the project for compensation to damage to life, health, property and environment adversely affected by the project. An equivalent amount of **One Million Eight Hundred Ninety Thousand (P 1,890,000.00) Pesos** in the form of cash fund should be added to the existing Environmental Enhancement Fund (EEF) to serve as funding source for project enhancement program within the timberland area and in the implementation of environmental management activities and community based environmental related projects in coordination with Local Government Unit. An appropriate amount in addition to the initially allotted amount should be made available in case EGF funding requirements exceeds the initial amount. Replenishment of the EGF should be made as soon as the fund balance falls below 20%. No withdrawal should be allowed without proper liquidation of preceding cash advances;

ECC-R07-0808-0264-123-A



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9. That the existing Multi-partite Monitoring Team (MMT) should include the additional project area stated in the EPRMP document. An adequate monitoring fund should be established by the proponent to support the compliance monitoring activities of the MMT;
10. That Environmental Air and Water Quality Monitoring of the MMT should include parameters such as SO₂, NO_x, Pb, HC and Heavy Metals respectively;
11. That the proponent should make available a budget of **Five Million Four Hundred Seventy Six Thousand (P 5,476,000.00) Pesos**, based on the project schedule as indicated in the submitted Environmental Management Plan (EMP) Summary for the implementation of the project and proposed mitigating measures. An accomplishment report on the implemented mitigating measures and corresponding cost of the EMP activities shall be submitted to this Office on a quarterly basis for monitoring purposes;
12. That the timberland area inside the industrial park covering an area of seven point six (7.6) hectares should serve as open space or buffer zone and should enhance for mangrove propagation in partnership with the community thru the Local Government Unit. Cutting of mangroves should be strictly prohibited.
13. That the proponent should submit a signed Memorandum of Agreement between the proponent and the Local Government Units for the construction of the Sanitary Landfill as appropriate disposal area for the biodegradable waste within ninety (90) days from receipt thereof;
14. That the existing wells should be utilized as monitoring wells for groundwater quality. Additional wells should be established on strategic locations of the project. The environmental status report should be incorporated in the report submitted by Multi-partite Monitoring Team (MMT);
15. That effective solid waste management should be provided in case the government cannot accommodate the generated waste. Management Plan of same should be submitted to this Office prior to implementation. Solid waste management scheme such as segregation and recycling the biodegradable and non- biodegradable as indicated in the submitted Environmental Management Plan shall be implemented;
16. An Environmental Unit (EU) or its equivalent shall be established to related aspects of the project. In addition to the monitoring requirements as specified in the Impact Management Plan (IMP)/Environmental Monitoring Plan (EMoP) the EU shall:
- 17.1 Monitor actual project impact vis-à-vis predicted impacts and management measures in the EPRMP document;
 - 17.2 Submit semi-annually an ECC Compliance Report to the ECC – endorsing or issuing office, wherein each second or year-end report shows the summary of cumulative performance of Proponent against previous years requirements and commitments;
17. That a 2' x 4' billboard containing this message: "**Notice to the Public, This project (title of the project) of (Name of the proponent) has been issued an Environmental Compliance Certificate (ECC Number) by the Environmental Management Bureau of the Department of Environment and Natural Resources, Region VII.** The billboard must be installed at all entry and exit points of the project facing the road to inform the general public before project implementation. A copy of the certificate shall also be posted by the Proponent at the barangay bulletin board of the affected barangays within thirty (30) days upon receipt hereof. An accomplishment report which shall include picture verification of compliance to the posting of notices and the billboards shall be submitted to this Office within ninety (90) days from receipt of the ECC. The proponent shall provide copies of this Approved ECC to the following government agencies, to wit: DOLE, PEZA (SEZ), DENR-MGB/LMS, NWRB, PENRO Capitol, CENRO Toledo, BFAR, PAWCZMS, DAR, DA, NIA, PCA, HLURB, PPA, DPWH, PRA, MARINA, and LGUs concerned;

ECC-R07-0808-0264-123-A



18. That this **Certificate** supersedes **07 06 05-26 0077 123-A** dated **May 29, 2006** issued by this Office and that this ECC may be amended or modified by this Office as the circumstances warrant or as the needs arises, with due notice to the project proponent;
19. Proponent should allow entry of EMB-7 field personnel into the project site at all times to conduct tangible monitoring and to validate project's compliance to the ECC conditions stipulated therein;

II. RESTRICTIONS

The proponent is strictly subject to the following restriction:

20. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify the EMB Regional Office concerned within fifteen (15) days as regards to the transfer of ownership.
21. No other activities should be undertaken other than what was stipulated in the submitted EPRMP document. Should there be an expansion of the Project beyond the project description, construction of other structures beyond those stated in the IEE document; or any change in the activity, shall be made subject to a new Environmental Impact Assessment.

Pursuant to Section 9.0 of P.D. 1586, non-compliance with any of the provisions of this ECC shall be sufficient cause for its cancellation or suspension and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (PhP50,000.00) thereof.

ECC AMENDMENT FEE:

Php 1200

O.R. #:

DATE:

ECC No. : ECC-R07-0808-0264-123-A
Project Name : CIPDI Expansion Areas Project
Project Proponent Name: CEBU INDUSTRIAL PARK DEVELOPERS, INCORPORATED.

ECC-R07-0808-0264-123-A




For the assistance of the Proponent, other DENR Division/Bureaus, other concerned government agencies and LGUs in the management of the project and for better coordination in mitigation on the impact of the project on its surrounding areas and to the environment.

By way of recommendation, the following have been taken notice of by the undersigned EIA Review Committee and are forwarding these recommendations to be considered by the parties and authorities concerned for proper appreciation and action, and integration.

A. RECOMMENDATIONS TO CONCERNED GOVERNMENT AGENCIES/LGUs	Concerned Permitting, Deciding, Monitoring Entities
<ul style="list-style-type: none"> ▪ Implementation of adequate drainage facilities which minimizes the significant impact on flooding issues within & adjacent to the project area pursuant to R.A. 7160; ▪ Implementation of traffic scheme/management which minimizes the significant impact on traffic congestion caused by the project pursuant to R.A. 7160; ▪ Implementation of appropriate measures/activities to minimizes the significant impact on the zoning issues caused by the project pursuant to R.A. 7160; ▪ Implementation of solid waste management system which minimizes the significant impact on the air, water and land caused by the project pursuant to R.A. 7160; ▪ Responsible in the implementation of health programs to reduce the significant impact on the health of workers pursuant to R.A. 7160; 	<p>Municipality of Balamban</p> <ul style="list-style-type: none"> ▪ Municipal Engineer's Office ▪ Traffic Mgt. Section ▪ Municipal Planning & Dev't. Council ▪ Solid Waste Mgt. Section ▪ Municipal Health Section
<ul style="list-style-type: none"> ▪ Implementation of safety management system to minimize the significant impact in relation to workers at the workplace pursuant to P.D. 442; 	DOLE
<ul style="list-style-type: none"> ▪ Promoting economic development, establish the legal framework and mechanisms for the integration, coordination, planning and monitoring of special economic zones, industrial estates/parks, export processing zones and other economic zones; 	PEZA (SEZ)
<ul style="list-style-type: none"> ▪ Administer survey, manage, and dispose alienable and disposable (A&D) lands and other government lands not placed under the jurisdiction of other government agencies. ▪ Implementation for the Geological/Geohazard Assessment/Management of the Project Area; ▪ Implementation of ecosystem protection and biodiversity conservation to minimize the significant impact in relation the project development under protected areas pursuant to R.A. 7586. ▪ Determination of the mechanism to reduce the significant impact on the conflict with project boundary shall be considered before any issuance of the land classification and area clearance; 	<p>DENR-LMS</p> <p>DENR-MGB</p> <p>DENR-PAWZCMS</p> <p>DENR CENRO Toledo</p>
<ul style="list-style-type: none"> ▪ Implementation of the volume of water to be extracted which reduces significant impact on the aquifer within the project area and vicinity; 	NWRB
<ul style="list-style-type: none"> ▪ Permit for disposal of excavated excess material; 	PENRO Capitol
<ul style="list-style-type: none"> ▪ Determination of the area, method and mechanics of reclamation activities to reduce significant impact on marine environment, air and water pollution. Regulation of reclamation activity for critical marine environmental issues; 	PRA
<ul style="list-style-type: none"> ▪ Determination of the mechanics, methods and management of the vessel activities to reduce the significant impact on the traffic and accident within and adjacent to the project area; 	MARINA
<ul style="list-style-type: none"> ▪ Determination of the balance between the benefits and damages on the marine resources and come up recommendations/ measures to minimize the significant environmental impact on the aquatic resources, within and adjacent to the project area during the implementation pursuant to R.A. 8550; 	BFAR
<ul style="list-style-type: none"> ▪ Determination on the mechanics and management of the vessel activities to reduce the significant impact on the traffic and accident within and adjacent to the project area; 	PPA
<ul style="list-style-type: none"> ▪ Proximity or occurrence of natural hazards or critical project processes; 	DPWH
<ul style="list-style-type: none"> ▪ Determination of the mechanism, method and management for the promotion of agricultural development growth; 	DA
<ul style="list-style-type: none"> ▪ Protection of buyers of housing units and home lots, and condominium units against unscrupulous practices in the industry pursuant to P.D. 957; 	HLURB
<ul style="list-style-type: none"> ▪ Implement and sustain nationwide coconut planting and replanting, fertilization and rehabilitation, and other farm productivity programs; permit to cut; 	PCA
<ul style="list-style-type: none"> ▪ Land conversion as part of its baseline profile; 	DAR
<ul style="list-style-type: none"> ▪ Develop, improve, operate, and maintain irrigation systems; 	NIA
<p>ENVIRONMENTAL PLANNING RECOMMENDATION FOR THE PROPONENT</p>	
<p>The following are recommendations for the Proponent for the protection of the project area and the affected environment. It is strongly recommended that the same be strictly complied by the proponents.</p>	
<p>1. Close monitoring of the project should be undertaken by the proponent to maintain a high level of safety and efficiency at all stages of the construction, and to immediately address any environmental hazard/change that may take place.</p>	

For dissemination and proper action of the parties concerned.


WILLIAM P. CUÑADO
 Chief, EIA Division


ALAN C. ARRANGUEZ
 OIC, Regional Director

ECC No. : ECC-R07-0808-0264-123-A
 Project Name : CIPDI Expansion Areas Project
 Project Proponent Name: CEBU INDUSTRIAL PARK DEVELOPERS, INCORPORATED

ECC-R07-0808-0264-123-A





ENVIRONMENTAL COMPLIANCE COMMITMENT
(Environmental Compliance Certificate)
(Issued under Presidential Decree 1586)
ECC-R/07-0907-196-0220

THIS IS TO CERTIFY THAT PROPONENT, **ABOITIZLAND INC.** represented by **MR. JAY ERIC B. MENGUITO** is granted this ECC for the **PERSIMMON RESIDENTIAL CONDOMINIUM PROJECT** located in **Gil Tadtud St., Barangay Mabolo, City of Cebu, Province of Cebu** by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau, Region VII.

SUBJECT ONLY to the conditions and restrictions set-out in this ECC and in the attached document labeled as Annex A. Technical Review Committee Recommendations have been provided in Annex B in guidance to concerned government agencies and local government units for consideration in their decision making process.

PROJECT DESCRIPTION

This ECC covers the **PERSIMMON RESIDENTIAL CONDOMINIUM PROJECT** with a total land area of **Fourteen Thousand Fifty Five (14,055)** Square meters located in **Gil Tadtud St., Barangay Mabolo, City of Cebu, Province of Cebu, Region VII.**

The project includes the development and operation components of the following:

Existing: Fifteen (15) Storey Residential Condominium (Tower 1) and Commercial Complex with a total gross floor area of Eighteen Thousand Two Hundred Fifty Five Point Thirteen (18,255.13) square meters.

Expansion: Three (3) units of Fifteen (15) Storey Residential Condominium as Tower 2, 3 & 4 with a total gross floor area of Thirty Seven Thousand Two Hundred Twenty Seven Point Fifty Four (37,227.54) square meters with the following amenities: Ground (residential), Podium 2 (parking lot and storage), podium 3 (parking lot and storage) Podium 4 (parking lot and storage) 5th floor (residential), 6th floor (residential), 7th floor (residential), 8th floor (residential), 9th floor (residential), 10th floor (residential), 11th floor (residential), 12th floor (residential), 14th floor (residential), 15th floor (residential) and roof deck indicated in the submitted IEE Checklist document.

This ECC is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 2003-30. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found to be inconsistent with the Revised Procedural Manual of DAO 2003-30 after issuance of this certificate:

Issued at EMB Region VII, Bantigue, Mandaue City this 17 day of JANUARY, 2009.

Approved by:

[Signature]
ATTY. ROLANDO N. LUEGO
OIC, Regional Director

1. CONDITIONS

A. ENVIRONMENTAL MANAGEMENT AND MONITORING PLAN (EMMoP)

1. The proponent shall ensure that all commitments, appropriate mitigating/enhancement measures and monitoring requirements especially those contained in the IMP in the IEE Report document, its modifications and additional information as approved by the EMB during the IEE Report review shall be instituted and strictly implemented throughout the project implementation;
2. Project proponent should implement all the recommended mitigating measures as stated in Impact Management Plan (IMP) prior to project activities identified that contribute significant impact to the surrounding/immediate vicinity of the project site;
3. The seedlings not less than Fourteen Thousand (14,000) pieces shall be established in a nursery within six (6) months upon receipt thereof and shall be planted to any potential areas. Colored pictures showing the successful tree plantation shall be submitted to this office after two (2) years of project operation;
4. Undertake a continuing Information, Education and Communication (IEC) Program to explain to all stakeholders the final approved EMMoP and the conditions of this ECC as well as an update of project status including any significant changes on the EMMoP, and over-all performance against this ECC;
5. Submit an updated Project Environmental Risk Categorization prior to implementation or as soon as or after the final sitting and design of facilities have been decided whichever comes earlier;
6. Submit an Abandonment Plan to the EMB at least one (1) year prior to project abandonment. The plan shall include rehabilitation measures/clean-up, remediation of areas affected by the project and proposed alternative projects in the area;

B. GENERAL CONDITIONS

Further administrative condition for the grant of this certificate shall be strictly complied:

7. The operations shall conform with the applicable provisions of RA 6969 (Toxic Substances and Hazardous and Nuclear Waste Control Act of 1990), RA 8749 (Philippine Clean Air Act of 1999), RA 9003 (Ecological Solid Waste Management Program Act of 2000), RA 9275 (Philippine Clean Water Act of 2004);
8. That an adequate cistern and effective greenline for recycling, distribution and utilization of used water shall be implemented as part of the additional measures in water resources management;



applicable permits from other pertinent Government Agencies such as, but not limited to the following: Engineering Geology and Geo Hazard Assessment Report (EGGAR), Zoning Certificate, Tree Cutting Permit, Building Permit, Environmental and Sanitation Permit, NWRB Permit, and Disposal Permit from PENRO-Capitol; Thus, this ECC becomes valid only after all necessary permits have been secured prior to project implementation;

10. An Environmental Unit (EU) or its equivalent shall be established to related aspects of the project. In addition to the monitoring requirements as specified in the Impact Management Plan (IMP)/Environmental Monitoring Plan (EMoP) the EU shall:

- 10.1. Monitor actual project impact vis-à-vis predicted impacts and management measures in the IEE Report document;

- 10.2 Submit semi-annually an ECC Compliance Report to the ECC – endorsing or issuing office, wherein each second or year-end report shows the summary of cumulative performance of Proponent against previous years requirements and commitments;

11. That a 2' x 4' billboard containing this message: * **Notice to the Public, This project (title of the project) of (Name of the proponent) has been issued an Environmental Compliance Certificate (ECC Number) by the Environmental Management Bureau of the Department of Environment and Natural Resources, Region VII.** The billboard must be installed at all entry and exit points of the project facing the road to inform the general public before project implementation. A copy of the certificate shall also be posted by the Proponent at the barangay bulletin board of the affected barangays within thirty (30) days upon receipt hereof. An accomplishment report which shall include picture verification of compliance to the posting of notices and the billboards shall be submitted to this Office within ninety (90) days from receipt of the ECC. The proponent shall provide copies of this Approved ECC to the following government agencies, to wit: LGUs concerned, DENR: FMS/LMS/MGB/CENRO/PENRO, NWRB, DOLE;

12. Proponent should allow entry of EMB-7 field personnel into the project site at all times to conduct tangible monitoring and to validate project's compliance to the ECC conditions stipulated therein;

13. That this Certificate supersedes ECC No. ECC-07-08-02-15-0015-220 dated February 15, 2008 issued by this Office and that this ECC may be amended or modified by this Office as the circumstances warrant or as the need arises, with due notice to the project proponent

II. RESTRICTIONS

The proponent is strictly subject to the following restriction:

13. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify the EMB Regional Office concerned within fifteen (15) days as regards to the transfer of ownership.

ECC No. : ECC-R07-0907-196-0220
Project Name : Perliman Residential Condominium
Proponent Name : Abotland Inc.

A0709071960220



14 No other activities should be undertaken other than what was stipulated in the submitted IEE Report document. Should there be an expansion of the Project beyond the project description, construction of other structures beyond those stated in the IEE Report document, or any change in the activity, shall be made subject to a new Environmental Impact Assessment.

Pursuant to Section 9.9 of P.D. 1535, non-compliance with any of the provisions of this ECC shall be sufficient cause for its cancellation or suspension and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (PhP50,000.00) thereof.

ENVIRONMENTAL SCREENING	PER	Php	300.00	O.R. #:	DATE:
DATABASE MANAGEMENT	FEE:		1,000.00	O.R. #:	DATE:
PROCESSING	FEE:		2,700.00	O.R. #:	DATE:

ECC No. : ECC-R07-0907-196-0220
Project Name : Persimmon Residential Condominium
Proponent Name : Aboitizland Inc.

FI0709071960220



PROJECT ASSESSMENT PLANNING TOOL

For the assistance of the Proponent, other DENR Divisions/Bureaus, other concerned government agencies and LGUs in the management of the project and for better coordination in mitigation on the impact of the project on its surrounding areas and to the environment.

By way of recommendation, the following have been taken notice of by the Technical Review Committee and are forwarding these recommendations to the parties and authorities concerned for proper appreciation and action, and integration into their decision-making process.

RECOMMENDATIONS TO CONCERNED GOVERNMENT AGENCIES/LGUS	CONCERNED PERMITTING, DECIDING, MONITORING ENTITIES
<ul style="list-style-type: none"> * Implementation of adequate drainage facilities which minimizes the significant impact on flooding issues within & adjacent to the project area pursuant to R.A. 7160; * Implementation of traffic scheme/management which minimizes the significant impact on traffic congestion caused by the project pursuant to R.A. 7160; * Implementation of appropriate measures/activities to minimize the significant impact on the zoning issues caused by the project pursuant to R.A. 7160; * Implementation of solid waste management system which minimizes the significant impact on the air, water and land caused by the project pursuant to R.A. 7160 and R.A. 9003; * Responsible in the implementation of health programs to reduce the significant impact on the health of workers pursuant to R.A. 7160; 	<p style="text-align: center;">City of Cebu</p> <ul style="list-style-type: none"> * City Engineer's Office * Traffic Mng't. Section * Planning & Dev't. Council * Solid Waste Mng't. Section * City Health Section
<ul style="list-style-type: none"> * Forestry Reform Code of the Philippines pursuant to P.D. 705 as amended by EO 277 and renumbered under RA 7161; * Cutting of Trees; * Implementation for the Geological/Geohazard Assessment/Management of the Project Area; * Determination of the mechanism to reduce the significant impact on the conflict with project boundary shall be considered before any issuance of the land classification; * Administer, survey, manage, and dispose alienable and disposable (A&D) lands and other government lands not placed under the jurisdiction of other government agencies. 	<p style="text-align: center;">DENR-CENRO- Cebu City DENR-PENRO-Cebu</p> <p style="text-align: center;">DENR-FMS DENR-MGB DENR-LMS</p>
<ul style="list-style-type: none"> * Implementation of safety management system to minimize the significant impact in relation to workers at the workplace pursuant to P.D. 442; 	<p style="text-align: center;">DOLE</p>
<ul style="list-style-type: none"> * Permit for disposal of excavated excess material. 	<p style="text-align: center;">PENRO-Capitol</p>
<ul style="list-style-type: none"> * Implementation of the volume of water to be extracted which reduces significant impact on the aquifer within the project area and vicinity; 	<p style="text-align: center;">NWRE</p>
<p>ENVIRONMENTAL PLANNING RECOMMENDATIONS FOR THE PROPONENT</p>	
<p>The following are the recommendations for the Proponent for the protection of the project area and the affected environment. It is strongly recommended that the same be strictly complied by the Proponents.</p>	
<p>1. Close monitoring of the project should be undertaken by the proponent to maintain a high level of safety and efficiency at all stages of the construction and to immediately address any environmental hazard/change that may take place.</p>	

For dissemination and proper action of the parties concerned:


WILLIAM P. CUNADO
OIC-Chief, EIAMD


ATTY. ROLANDO N. LUEGO
OIC, Regional Director



December 7, 2017

WILLIAM P. CUÑADO

Regional Director

Environmental Management Bureau – Region 7 (EMB-7)

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

Greenplains Subdivision, Banilad,

Mandaue City



Dear Sir,

We are writing this letter to request from your good office a copy of the CNC for iMEZ Building. With the changes of personnel in our company, documents have been misplaced in the turn-over, including this CNC. We have exerted all efforts to retrieve said document but to no avail.

The details of the CNC to be requested a copy with is as follows:

CNC Number:	CNC-R07-0802-0051-216
Proponent:	AboitizLand, Inc.
Project:	i-MEZ (5-storey Aboitiz BPO Building)

Looking forward to your assistance on our request.

Thank you.


JUAN AUGUSTUS R. TORMIS
Assistant Manager
Commercial Business Unit
AboitizLand, Inc.



Republic of the Philippines
Department of Environment and Natural Resources
Environmental Management Bureau CALABARZON

6/F DENR Building, 1515 Roxas Boulevard, Ermita, Manila
Tel. No. (02) 536-9784/536-2808/536-3095 Fax No. (02) 536-9784/522-8177
Visit us at <http://www.calabarzon.emb.gov.ph>

June 20, 2017

ECC-OL-R4A-2017-0245

MR. PATRICK B. REYES
CEO/COO
LIMA LAND INC.
110 Legazpi St., Legaspi Village
Makati City 1229

Subject: **ENVIRONMENTAL COMPLIANCE CERTIFICATE**

Dear **Mr. Reyes**:

This refers to the Environmental Compliance Certificate (ECC) application for the **LIMA COMMERCIAL PROJECT** located at **Lima Technology Center, Barangay Santiago, Malvar, Batangas**. After satisfying the requirements of the said application, this Bureau has decided to grant an ECC for the above-mentioned project.

With the issuance of this ECC, you are expected to implement the measures presented in the Initial Environmental Examination (IEE) Checklist Report, intended to protect and mitigate the project's adverse impacts on community health, welfare and the environment. Environmental considerations shall be incorporated in all phases and aspects of the project. You may proceed with the project implementation after securing all the necessary permits from other pertinent Government agencies. This Office will be monitoring the project periodically to ensure your compliance with stipulations cited in the attached ECC.

Please be guided accordingly.

Very truly yours,


DIR. NOEMI A. PARANADA
OIC - Regional Director



Republic of the Philippines
Department of Environment and Natural Resources
Environmental Management Bureau CALABARZON

6/F DENR Building, 1515 Roxas Boulevard, Ermita, Manila
Tel. No. (02) 536-9784/536-2808/536-3195 Fax No. (02) 536-9784/522-8177
Visit us at <http://www.calabarzon.emb.gov.ph>

ENVIRONMENTAL COMPLIANCE CERTIFICATE
(Issued under Presidential Decree 1586)
ECC-OL-R4A-2017-0245

THIS IS TO CERTIFY THAT THE PROPONENT, **LIMA LAND, INC.** is granted this Environmental Compliance Certificate (ECC) for their **LIMA COMMERCIAL PROJECT** located at **Lima Technology Center, Barangay Santiago, Malvar, Batangas** by the Department of Environment And Natural Resources (DENR), through the Environmental Management Bureau (EMB), CALABARZON Region.

This Certificate being issued for the project, with the following details:

PROJECT DESCRIPTION

The Lima Commercial Project shall cover a total land area of Twenty Six Thousand Eight Hundred Twelve (26,812) square meters of parcels of land embraced by TCT Nos. T-116454, T-116455, T-116459 and T-116447 located at Lima Technology Center, Barangay Santiago, Malvar, Batangas. It shall have the following project components: Twelve Thousand Three Hundred Fifty Seven (12,357) square meters of rentable spaces, office, commercial building, supermarket, retail store, sports facility, transport terminal, public parking, open spaces, loading bay, storage area, utility rooms, drainage system and other related support facilities.

This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 2003-30. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this Certificate.

This is to certify, further, that in issuing this **CERTIFICATE**, it should be understood that the same is a **PLANNING TOOL** and **NOT A PERMIT**. It is expected that the proponent will diligently secure pertinent **PERMITS/CLEARANCES** from all concerned government agencies (i.e. LGUs, DTI, LLDA, LWUA, NWRB, HLURB, DOH, DOLE, DPWH, DOTr, FDA, PDEA, DOE, PNP, MGB, PMRB, etc.) prior to the implementation of the project to be submitted to this Office within sixty (60) working days upon receipt thereof; otherwise this Office shall be constrained to take appropriate legal action. The issuance of the ECC shall not be construed as resolving issues within the mandate of other government agencies.

Issued at EMB-CALABARZON Region this **June 20, 2017**

Recommending Approval:

Approved by:


ROBERT ANGELO M. METIN

OIC, Clearance and Permitting Division


DIR. NOEMI A. PARANADA

OIC -Regional Director



Environmental Compliance Certificate
Lima Commercial Project
Lima Technology Center, Brgy. Santiago, Malvar, Batangas
Lima Land, Inc.

SWORN STATEMENT OF PROPONENT/OWNER

Under the provisions of Presidential Decree 1586, I, **PATRICK B. REYES**, do hereby certify that the information provided to the Department of Environment and Natural Resources (DENR) - Environmental Management Bureau (EMB), CALABARZON Region pertaining to the **LIMA COMMERCIAL PROJECT** located at **Lima Technology Center, Barangay Santiago, Malvar, Batangas** are true and correct to the best of my personal knowledge and based on the records in my possession. Hence, I shall take full responsibility in complying with all conditions and restrictions contained in this Environmental Compliance Certificate (ECC).

Patrick B. Reyes

PATRICK B. REYES
Chief Operating Officer
LIMA LAND, INC.

TIN: 004-815-787

APR 28 2017

SUBSCRIBED AND SWORN TO before me this _____, the above-named affiant taking oath presenting his Government issued - ID No. _____ at _____.

Atty. Jovencito P. Fajardo
NOTARIZING OFFICER
NOTARY PUBLIC

UNTIL DEC. 31, 2018 ROLL 49129
PTR NO. 11203972 J/ 1-3-17

ISS. NO. 1039263 / 12-28-16 / CAVITE

MCLE NO. V 1028756 S/E 1-2016 L.P.C.

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PETITION NO. LP 15-1642

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

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Environmental Compliance Certificate
Lima Commercial Project
Lima Technology Center, Brgy. Santiago, Malvar, Batangas
Lima Land, Inc.

I. CONDITIONS

ENVIRONMENTAL MANAGEMENT AND MONITORING PLAN

The proponent shall strictly implement the following mitigating, enhancement, and rehabilitating measures:

1. That re-greening, landscaping, and planting of native tree species shall be established within and along the periphery of the project site to help attenuate noise levels, abate heat and absorb some pollutant emissions.
2. That the proponent shall strictly manage all operational, spillage, excessive surface run-off, siltation, erosion, and occupational & health hazards identified in Environmental Performance Report and Management Plan (EPRMP) and, in case of emergency episodes, appropriate response activities shall be immediately undertaken for the protection of the workers/personnel, host and nearby communities and the receiving environment.
3. That effective and adequate drainage system and Wastewater Treatment Facility for its wastewater and effluents shall be provided, installed and connected to the centralized Wastewater Treatment Facility (WWTF) of the industrial park. All liquid wastes shall be properly treated and not to exceed DENR Effluent Standards.
4. That preservation and easement retention of natural drainage /waterways shall be undertaken and shall conform with the provisions of the DENR Administrative Order No. 97-05 (Procedures in the Retention of Areas within certain distances along the Banks of Rivers, Streams, and Shores of Seas, Lakes and Oceans for Environmental Protection). If disturbed, an appropriate replacement drainage system shall be constructed within two (2) months from the disturbance.
5. That proper Air Pollution Source and Control Installations (APSCI) shall be provided by the proponent to avert pollutant emission.
6. That the proponent shall properly implement the following:
 - 6.1 Effective Information, Education and Communication (IEC) Plan shall be implemented in all project phases including communication of environmental risks of the project.
 - 6.2 Beneficial Social Development Program (SDP) among the employees/workers, host barangay and affected communities which shall cover livelihood training and employment, including assistance in the setting-up of social welfare programs for health and education that will ensure the participation of youth and women.
 - 6.3 Appropriate wastes management scheme as provided in the Environmental Management Plan (EMP) shall be continuously implemented.
 - 6.4 Portalets/temporary sanitation facilities shall be provided before the start and during the construction works.
7. That in support of the concern of the government to phase-out mercury from all possible sources and to address global warming, the proponent shall install environment-friendly lighting fixtures (i.e. light-emitting diode lamps, compact fluorescent lamps, etc.).



Environmental Compliance Certificate
Lima Commercial Project
Lima Technology Center, Brgy. Santiago, Malvar, Batangas
Lima Land, Inc.

GENERAL CONDITIONS

Further administrative conditions for the grant of this Certificate shall be strictly complied:

8. That the proponent shall religiously comply with the applicable provisions of P.D. 1586 (Philippine Environmental Impact Statement System), R.A. 9003 (Ecological and Solid Waste Management Act of 2000), R.A. 6969 (Toxic Substances and Hazardous and Nuclear Waste Control Act of 1990), R.A. 8749 (Philippine Clean Air Act of 1999), R.A. 9275 (Philippine Clean Water Act of 2004), and other existing and applicable Philippine Laws.
9. That the proponent shall set-up a competent Environmental Unit and shall be duly accredited by this Office in accordance with DAO No. 2014-02, series of 2014 (Revised Guidelines for Pollution Control Officer Accreditation). The Environmental Unit shall be integrated in the proponent's organizational chart to handle all environment-related aspects of the project implementation in addition to the monitoring requirements as specified in the Environmental Management Plan (EMP)/Environmental Monitoring Plan (EMoP) and other environmental commitments such as but not limited to the following:
 - a) Monitor actual project impacts vis-a-vis the predicted impacts and management measures in the IEE Checklist Report.
 - b) Regular submission of semi-annual EOC Compliance Monitoring Reports (on or before January 15 and July 15 of each year the project is implemented) provided with supporting documents and in accordance with the prescribed format stipulated in the Implementing Rules and Regulations of P.D. 1586 (DAO No. 2003-30).
 - c) Ensure that all post-assessment permits/clearances from other concerned government agencies are secured and in place.
 - d) Submit a quarterly environmental monitoring report using the prescribed format of the Self-Monitoring Report (SMR) pursuant to DAO No. 2003-27.
 - e) Submit an Abandonment Plan two (2) months prior to the abandonment activities. It shall include rehabilitation measures/clean-up, costs, remediation of areas possibly contaminated with toxic/hazardous substances and presentation of options on proposed alternative projects in the area.
10. That a Memorandum of Agreement (MOA) shall be entered into by and between the proponent with the Industrial Park to become part of the Multi-Partite Monitoring Team (MMT) and in setting up of the corresponding Environmental Monitoring Fund (EMF).
11. That when the implementation of the project causes adverse environmental impacts and/or pose nuisance to public health and safety, the proponent shall immediately suspend its project operation until such time that appropriate remedial measures are effected and/or any damage to persons and/or properties resulting from the same are properly compensated.
12. That proper health and sanitation practices shall be observed in all phases/stages of the project and safety & personal protective equipment/gadgets shall always be provided to the personnel within the premises of the project site to prevent health and occupational hazards.



Environmental Compliance Certificate
Lima Commercial Project
Lima Technology Center, Brgy. Santiago, Malvar, Batangas
Lima Land, Inc.

13. That any authorized DENR-EMB personnel, with proper identification card and travel/mission order, shall be allowed unconditional access to conduct an on-the-spot inspection and monitoring without the need for prior notice to the proponent to oversee compliance to the issued ECC.
14. That in compliance to the Kyoto Protocol Agreement and R.A. 9367 (Bio-Fuels Act of 2006) to deal with the reduction program on activities potential to contribute greenhouse gases or global warming, the proponent shall initiate an energy conservation program such as the use of alternative fuels.
15. That a copy of the ECC shall be posted in a conspicuous location of the project site clearly visible to the public and shall be adequately framed or otherwise protected against damage.

II. RESTRICTIONS

The proponent is strictly subject to the following restrictions:

1. That no other activities should be undertaken other than what was stipulated in the IEE Checklist Report. Should there be an expansion of the project beyond the project description, construction of other structures beyond those stated in the IEE Checklist Report or any change in the activity or location, shall be made subject to a new EIA requirements.
2. That no trees shall be affected in all phases of the project, or if there is any, necessary documents such as "Tree Cutting Permit", "Balling Permit" and other permits/clearances, shall be secured from the concerned DENR sector pertaining to the implementation of the project.
3. That in case of transfer of ownership/management of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify this Office within fifteen (15) days as regards to the transfer of ownership/management.
4. That the proponent (**LIMA LAND, INC., as represented by its Chief Operating Officer, MR. PATRICK B. REYES**) shall be jointly and severally accountable for any misrepresentation and failure to state material information in the submitted documents.

The conditions stipulated in this Certificate shall be deemed final within fifteen (15) days from receipt hereof and all conditions and restrictions set forth above shall be complied with by the herein grantee. This ECC is deemed expired if not implemented within five (5) years from the date of issuance and the proponent shall have to apply for a new ECC if it intends to pursue the project.

Non-compliance with any of the provisions of this certificate shall be a sufficient cause for the cancellation or suspension of this certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (PhP50,000.00) for every violation thereof.



Environmental Compliance Certificate
Lima Commercial Project
Lima Technology Center, Brgy. Santiago, Malvar, Batangas
Lima Land, Inc.

PROJECT ASSESSMENT PLANNING TOOL

For the assistance of the Proponent, Local Government Unit (LGUs) and other government agencies (GAs) concerned in the management of the project and for better coordination in mitigation on the impacts of the project on its surrounding areas and to the environment.

By way of recommendation, the following have been taken notice of by this Office and are providing these recommendations to the parties and authorities concerned for proper action and integration into their decision making-process.

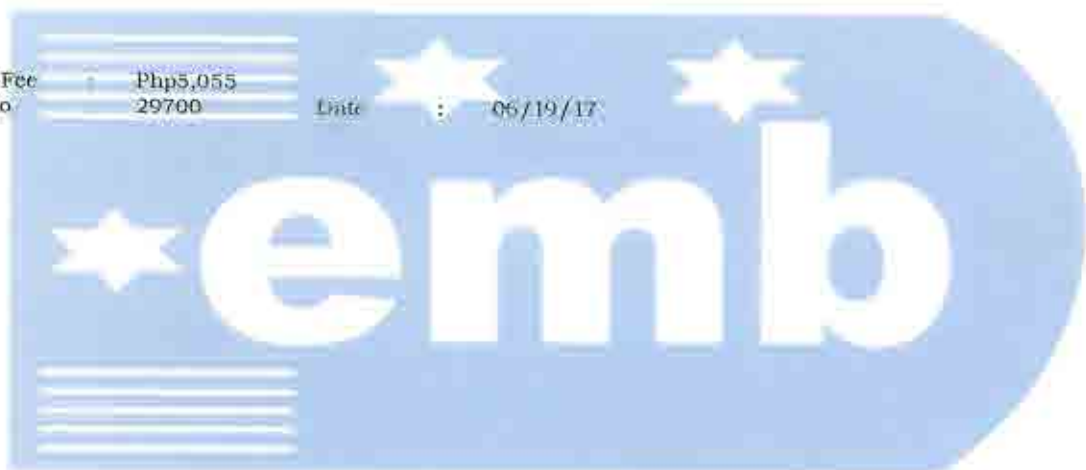
Regulatory Conditions	Concerned Agency
1. The proponent shall comply with, but not limited to the following: 1.1 P.D. 856 or the Sanitation Code of the Philippines; 1.2 P.D. 442 or the Labor Code of the Philippines including occupational health and safety; 1.3 R.A. 6541 or the National Building Code of the Philippines including adequate storm drainage system and other flood control measures and compliance to the Fire Safety and Emergency Preparedness; 1.4 P.D. 1067 or the Water Code of the Philippines;	DOH DOLE – Bureau of Working Condition Municipal Planning & Dev't. Office/Building Official/BFP/ LGU Concerned/PEZA NWRB/DPWH
Environmental Planning Recommendations for the Proponent	
2. Close monitoring of the project should be undertaken to maintain a high level of safety and efficiency at all stages of the project, and to immediately address any environmental hazard/change that may take place.	

For dissemination and proper action of the parties concerned,


ROBERT ANGELO M. METIN
OIC, Clearance and Permitting Division


DIR. NOEMI A. PARANADA
OIC-Regional Director

Processing Fee : Php5,055
Trxn Seq No : 29700
Date : 06/19/17



Environmental Compliance Certificate
Lima Commercial Project
Lima Technology Center, Brgy. Santiago, Malvar, Batangas
Lima Land, Inc.



Department of Environment and Natural Resources
Environmental Management Bureau
Regional Office No. IV - CALABARZON

AUG 15 2016

MS. MONICA L. TRAJANO
Owner's Representative
LIMA LAND, INC.
110 Legaspi Street, Legaspi Village
Makati City 1229

Dear **Ms. Trajano**:

This refers to your application for the amendment of the Environmental Compliance Certificate (ECC) with Reference No. ECC-R4A-1509-0698 dated September 21, 2015 issued to **ABOITIZLAND, INC.** for their **LIMA OUTLETS PROJECT** located at **LIMA Technology Center, Barangay Bugtong na Pulo, Lipa City, Batangas.**

After review and evaluation of the documents you submitted, this Office has decided to grant your request and hereby acknowledge the changes in your previous ECC, as follows:

Previous Proponent's Name	New Proponent's Name
ABOITIZLAND, INC.	LIMA LAND, INC.

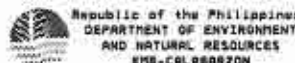
Please be informed that all other conditions stipulated in your ECC shall remain in force and effective. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of the Certificate.

Furthermore, be reminded that any misrepresentation or material falsehood on the submitted documents and non-compliance to the conditions stipulated in the ECC shall be sufficient cause for cancellation of the same. Please submit to this Office your ECC Compliance Monitoring Report (CMR) semi-annually (on or before 15th of January and July of each year the project is operational) provided with supporting documents and permits/clearances in compliance to each ECC condition as well as the strict implementation of your updated Environmental Management Plan (EMP) and other environmental commitments.

Please be guided accordingly.

Very truly yours,


NOEMI A. PARANADA
Chief, Clearance and Permitting Division





Department of Environment and Natural Resources
Environmental Management Bureau
Regional Office No. IV - CALABARZON

SEP 21 2015

ECC Reference Code: ECC-R4A-1509-0698

MR. PATRICK B. REYES

Chief Operating Officer

ABOITIZLAND, INC.

Aboitiz Corporate Center, Gov. Manuel A. Cuenco Ave.

Kasambagan, Cebu City 6000

SUBJECT: ENVIRONMENTAL COMPLIANCE CERTIFICATE

Dear **Mr. Reyes**:

This has reference to your **Environmental Compliance Certificate (ECC)** application for your **LIMA OUTLETS PROJECT** located at **LIMA Technology Center, Barangay Bugtong na Pulo, Lipa City, Batangas**. Please be informed that after evaluation of the documents submitted on the aforesaid project, this Office has decided to grant your application for ECC which is hereto attached.

In issuing this **CERTIFICATE**, it should be understood that the same is a **PLANNING TOOL** and **NOT A PERMIT**. It is expected that you will diligently secure pertinent **PERMITS/CLEARANCES** from all concerned government agencies pertaining to the implementation of your project. With the issuance of this ECC, you are expected to strictly implement the measures presented in the Environmental Impact Assessment (EIA) Report intended to protect and mitigate the project's adverse impacts on community health, welfare and the environment. Environmental considerations should be incorporated in all phases and aspects of your project.

The DENR/EMB will be monitoring the project periodically to ensure your compliance with stipulations cited in the attached ECC. Finally, any expansion or modification of currently approved plans will be subjected to new Environmental Impact Assessment (EIA) requirements.

For your information and guidance.

Very truly yours,

ENGR. CARLOS J. MAGNO
Regional Director



ENVIRONMENTAL COMPLIANCE CERTIFICATE

(Issued under Presidential Decree 1586)

ECC-R4A-1509-0698

THIS IS TO CERTIFY THAT THE PROPONENT, **ABOITIZLAND, INC.**, is granted this Environmental Compliance Certificate (ECC) for their **LIMA OUTLETS PROJECT** located **LIMA Technology Center, Barangay Bugtong na Pulo, Lipa City, Batangas**, by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau (EMB), CALABARZON Region.

This certification is issued for the Project, with the following details:

PROJECT DESCRIPTION

The Lima Outlets Project shall cover a total land area of Ninety Three Thousand Four Hundred Ninety Four (93,494) square meters of parcels of land embraced by TCT Nos. T-072-2014005266, T-072-2014005268, T-072-2014005267, T-88257, T-113303, T-116447, T-116458, T-116459, T-144048, T-158976, T-158977, T-158978, and T-158979 located at LIMA Technology Center, Barangay Bugtong na Pulo, Lipa City, Batangas.

It shall have the following project components: retail outlet stores with single and two (2) storey level, food and beverages services, anchors, food court, al fresco, utilities, administration office, locker area, two (2) football fields, gym, swimming pool, function room, parking area, sewage treatment plant, water tanks, driveways, landscaped area/park/convergence area and activity area, and other related support facilities and amenities.

This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 2003-30. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this Certificate.

This is to certify, further, that in issuing this **CERTIFICATE**, it should be understood that the same is a **PLANNING TOOL** and **NOT A PERMIT**. It is expected that the proponent will diligently secure pertinent **PERMITS/CLEARANCES** from all concerned government agencies (i.e. HLURB, LLDA, PEZA, NWRB, LGUs, PCA, DOH, DOLE, DTI, NIA, BOI, DOT, DENR, DPWH, DOE, DOTC, MGB, PAMB, etc.) prior to the implementation of the project to be submitted to this Office within sixty (60) working days upon receipt thereof; otherwise this Office shall be constrained to take appropriate legal action.

Issued at EMB CALABARZON Region this SEP 21 2015

Recommending Approval:

Approved by:


NOEMI A. PARANADA
 Chief, Environmental Impact
 Assessment and Management Division


ENGR. CARLOS MAGNO
 Regional Director

ECC-R4A-1509-0698
 Lima Outlets Project
 Aboitizland, Inc.

Republic of the Philippines
 DEPARTMENT OF ENVIRONMENT
 AND NATURAL RESOURCES
 EMB-CALABARZON



BCLORD131201236492

SWORN STATEMENT OF OWNER/PROPONENT

Under the provisions of Presidential Decree 1586, I, PATRICK B. REYES, do hereby certify that the information provided to the Department of Environment and Natural Resources (DENR)-Environmental Management Bureau (EMB), CALABARZON Region pertaining to the Lima Outlets Project located LIMA Technology Center, Barangay Bugtong na Pulo, Lipa City, Batangas are true and correct to the best of my personal knowledge and based on the records in my possession and shall take full responsibility in complying with all conditions and restrictions contained in this Environmental Compliance Certificate (ECC).

Patrick B. Reyes

PATRICK B. REYES
Chief Operating Officer
ABOITIZLAND, INC.

TIN: _____

Attested by:

Noemi A. Paranada

NOEMI A. PARANADA
Chief, Environmental Impact
Assessment and Management Division

SUBSCRIBED AND SWORN TO before me this SEP 23 2015, the above-named affiant taking oath with Government issued - ID No. _____ issued on _____ at _____.

NOTARIZING OFFICER

Ramiro C. Osorio
RAMIRO C. OSORIO
NOTARY PUBLIC
UNTIL DEC. 31, 2018
ROL No. 35267
PTR No. 037/580/1-5-2015/Q.C.
IBP No. 01683/1-4-2000/Q.C.
3-V-8 FOREST HILLS GULOD
NOVA QUEZON CITY

Doc. No. 364
Page No. 73
Book No. 37
Series of 2015

ECC-R4A-1509-0698
Lima Outlets Project
Abotizland, Inc.



I. CONDITIONS

ENVIRONMENTAL MANAGEMENT

The proponent shall strictly implement the following mitigating, enhancement, and rehabilitating measures:

1. That green buffer zones, landscaping, and planting of native tree species shall be established within and along the periphery of the areas affected by the project to help attenuate noise levels, abate heat and absorb some pollutant emissions.
2. That the proponent shall strictly manage all operational, external, process, traffic, excessive surface run-off, siltation, erosion, occupational and health hazards identified in the Environmental Impact Statement (EIS) and, in case of emergency episodes, appropriate response activities shall be immediately undertaken for the protection of the workers/personnel, host/nearby communities and the receiving environment.
3. That effective and adequate drainage system and installed wastewater treatment facility for all its wastewater and effluents shall be provided and connected to the centralized wastewater treatment facility of the industrial park. All effluents shall be properly treated and not to exceed DENR Effluent Standards.
4. That the proponent shall properly implement the following:
 - 4.1 Effective Information, Education and Communication (IEC) Plan shall be implemented in all project phases including communication of environmental risks of the project implementation.
 - 4.2 Beneficial Social Development Program (SDP) among the employees/workers, host barangay and affected communities which shall cover livelihood training and employment, including assistance in the setting-up of social welfare programs for health and education that will ensure the participation of youth and women.
 - 4.3 Appropriate wastes management scheme as provided in the Environmental Management Plan (EMP) shall be continuously implemented.
 - 4.4 Portalets/temporary sanitation facilities shall be provided before the start and during the construction works.
5. That in support of the concern of the government to phase-out mercury from all possible sources and to address global warming, the proponent shall install environment-friendly lighting fixtures (i.e. light-emitting diode lamps, compact fluorescent lamps, etc.).
6. That proper Air Pollution Source and Control Installations (APSCI) shall be provided by the proponent to avert pollutant emission.

GENERAL CONDITIONS

Further administrative conditions for the grant of this Certificate shall be strictly complied:

7. That the proponent shall religiously comply with the applicable provisions of P.D. 1586 (Philippine Environmental Impact Statement System), R.A. 9003 (Ecological and Solid Waste Management Act of 2000), R.A. 6969 (Toxic Substances and Hazardous and Nuclear Waste Control Act of 1990), R.A. 8749 (Philippine Clean Air Act of 1999), R.A. 9275 (Philippine Clean Water Act of 2004).
8. That a Memorandum of Agreement (MOA) shall be entered into by and between the proponent with the Industrial Park to become a part of the Multi-Partite Monitoring Team (MMT) and in setting up of the corresponding Environmental Monitoring Fund (EMF).
9. That the proponent shall set-up a competent Environmental Unit and shall be duly accredited by this Office in accordance with DAO No. 2014-02, series of 2014 (Revised Guidelines for Pollution Control Officer Accreditation). The Environmental Unit shall be integrated in the proponent's organizational chart to handle all environment related aspects of the project implementation in addition to the monitoring requirements as specified in the Environmental Management Plan (EMP)/ Environmental Monitoring Plan (EMoP) and other environmental commitments such as but not limited to the following:
 - 9.1 Monitor actual project impacts vis-à-vis the predicted impacts and management measures in the Environmental Impact Statement (EIS).
 - 9.2 Regular submission of a semi-annual ECC Compliance Monitoring Report (on or before January 15 and July 15 of each year the project is operational) pursuant to P.D. 1586 and its Implementing Rules and Regulations (DAO 2003-30).
 - 9.3 Ensure that all post-assessment permits/clearances from other concerned government agencies are secured and in place relative to the implementation of the project.
 - 9.4 Submit a quarterly environmental monitoring report using the prescribed format of the Self-Monitoring Report (SMR) pursuant to DAO 2003-27.
 - 9.5 Submit an Abandonment Plan two (2) months prior to abandonment activities. It shall include rehabilitation measures, costs, remediation of areas possibly contaminated with hazardous substances and presentation of options on proposed alternative projects in the area.
10. That monitoring wells shall be installed and maintained within the project site and identified impact areas, which shall include the following:
 - A semi-annual groundwater quality sampling shall be conducted and the results of the same shall be submitted to this Office.
 - Cisterns/Holding tanks shall be installed to minimize the extraction of groundwater for domestic purposes.
11. That health and sanitation practices shall be observed in all phases/stages of the project and safety & personal protective equipment/gadgets shall always be provided to the employees/ workers within the premises of the project site to prevent health and occupational hazards.

12. That prior to project implementation, the proponent shall coordinate with the Mines and Geosciences Bureau (MGB) CALABARZON Region regarding the conduct of a detailed geological assessment within the project area. All recommendations and mitigating measures on geological, volcanic and hydrological hazards identified in the geological assessment must be appropriately accomplished by the proponent.
13. That when the implementation of the project causes adverse environmental impacts and/or pose nuisance to public health and safety, the proponent shall immediately suspend its project operation until such time that appropriate remedial measures are effected and/or any damage to persons and/or properties resulting from the same are properly compensated.
14. That any authorized DENR-EMB personnel, with proper identification card and travel/mission order, shall be allowed unconditional access to conduct an on-the-spot inspection/monitoring to oversee compliance to the ECC without the need for prior notice to the proponent.
15. That a billboard containing this message: **"Notice to the Public, This LIMA OUTLETS PROJECT of ABOITIZLAND, INC. has been issued an Environmental Compliance Certificate (ECC-R4A-1509-0698) by the Department of Environment and Natural Resources - Environmental Management Bureau CALABARZON Region on _____."** shall be installed at all entry and exit points and at the perimeters of the field office of the project facing the road to inform the general public within thirty (30) days from receipt of the Certificate.
16. That a copy of the ECC shall also be posted by the proponent at the conspicuous location at the field office of the project site and at the barangay bulletin board of the host barangay(s) within thirty (30) days from receipt of the Certificate.

ECC-R4A-1509-0698
Lima Outlets Project
Aboitizland, Inc.

II. RESTRICTIONS

The proponent is strictly subject to the following restrictions:

1. That no other activities should be undertaken other than what was stipulated in the Environmental Impact Statement (EIS). Should there be an expansion and/or deviation of the project beyond the project description, construction of other structures beyond those stated in the EIS; or any change in the activity, shall be made subject to a new Environmental Impact Assessment (EIA) requirements.
2. That no trees shall be affected in all phases of the project, or if there is any, necessary documents such as "Tree Cutting Permit", "Balling Permit" and other permits/clearances, shall be secured from the concerned DENR sector pertaining to the implementation of the project.
3. That during the construction phase of the project, the proponent shall install a temporary 2-stage settling pond for wastewater prior to its final disposal into the local sewer and drainage system.
4. That in case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify this Office within fifteen (15) days as regards to the transfer of ownership.
5. That the proponent (**ABOITIZLAND, INC., as represented by its Chief Operating Officer, Mr. Patrick B. Reyes**) and its EIS preparer (**Ms. Ma. Wilhelmina E. Tobias, Mr. Chase Patrick E. Tobias, and Mr. Charles Winston E. Tobias**) shall be jointly and severally accountable for any misrepresentation and failure to state material information in the submitted documents.

The conditions stipulated in this Certificate shall be deemed final within fifteen (15) days from receipt hereof and all conditions set forth above shall be complied with by the herein grantee. This ECC is deemed expired if not implemented within five (5) years from the date of issuance and the proponent shall have to apply for a new ECC if it intends to pursue the project.

Non-compliance with any of the provisions of this certificate shall be a sufficient cause for the cancellation or suspension of this certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (PhP50,000.00) for every violation thereof.



PROJECT ASSESSMENT PLANNING TOOL

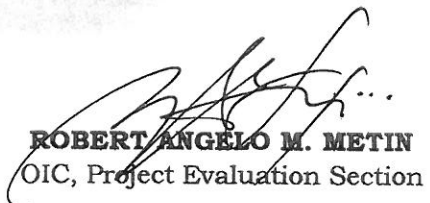
For the assistance of the Proponents and government agencies concerned in the management of the project and for better coordination in mitigation on the impact of the project on its surrounding areas and to the environment.

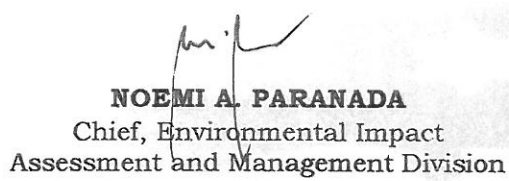
By way of recommendation, the following have been taken notice of by the undersigned and are forwarding these recommendations to the parties and authorities concerned for proper appreciation and action.

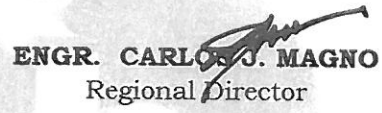
Regulatory Conditions	
<p>1. The proponent shall comply with, but not limited to the following:</p> <p>1.1 P.D. 856 or the Sanitation Code of the Philippines;</p> <p>1.2 P.D. 442 or the Labor Code of the Philippines including occupational health and safety;</p> <p>1.3 R.A. 6541 or the National Building Code of the Philippines including adequate storm drainage system and other flood control measures and compliance to the Fire Safety and Emergency Preparedness;</p> <p>1.4 PD 1067 or the Water Code of the Philippines;</p> <p>1.5 NIPAS Act of 7586.</p>	<p>Department of Health DOLE – Bureau of Working Condition City Planning & Dev't. Office/Building Official/BFP/ LGU Concerned/PEZA</p> <p>DPWH/NWRB DENR-PAMB</p>
Environmental Planning Recommendations for the Proponent	
<p>2. Close monitoring of the project should be undertaken by the proponent to maintain a high level of safety and efficiency at all stages of the project, and to immediately address any environmental hazard/change that may take place.</p>	Proponent

For dissemination and proper action of the parties concerned.


CHERYL D. DUYA
Case Handler



ROBERT ANGELO M. METIN
OIC, Project Evaluation Section


NOEMI A. PARANADA
Chief, Environmental Impact
Assessment and Management Division


ENGR. CARLOS J. MAGNO
Regional Director

O.R. No. : 3163922 Date : 09/16/15
Processing Fee : PhP6,000.00
O.R. No. : 3166666 Date : 09/16/15
Legal Fee : PhP60.00

ECC-R4A-1509-0698
Lima Outlets Project
Abertigland, Inc.





ENVIRONMENTAL COMPLIANCE CERTIFICATE
(ECC-95F-07CE-079)

The ENVIRONMENTAL MANAGEMENT AND PROTECTED AREAS SERVICES of the DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES, Region VII hereby grants this ENVIRONMENTAL COMPLIANCE CERTIFICATE (ECC) to METAPHIL INCORPORATED in connection with their proposed establishment of an industrial site for non-pollutive light to medium scale industry located at Mactan Airbase, Basak, Lapu-lapu City after complying with the ENVIRONMENTAL IMPACT ASSESSMENT (EIA) requirements as prescribed in the promulgated guidelines implementing the revised rules and regulations of P.D. 1586.

This Certificate is being issued subject to the following conditions:

1. That this certificate is valid only for Site/Land development of Phase 1 covering an area of Twenty-nine (29) hectares within the Ninety (90) hectare lot of Mactan, Cebu International Airport Authority (MCIAA) Special Export Zone;
2. That any subsequent activity other than site preparation, be it erecting a building within the Nine (9) hectare commercial area or a factory building within the twenty (20) hectares industrial area shall be subjected to another EIA process. As such it has to secure first the Environmental Compliance Certificate (ECC);
3. That disseminating information regarding compliance to the EIA requirements for the stakeholders within the project shall be the responsibility of developer-operator. Any violation committed from the above stakeholders relative to PD 1586 shall likewise be entrusted to the developer-operator for the whole duration of the fixed term;
4. That any development activity, process or operation inherent in the project which has toxic, hazardous and pollutive potentials shall be subjected to this provisions of PD 984 and RA 6969, and their respective implementary rules and regulations; the project proponent or any person responsible for the implementation of the project shall be liable to any violation of the said laws;
5. That any solid waste and other loose materials resulting from the site development activities such as construction of road networks, domestic solid waste disposed system, water containment and drainage system, water outfall, tree park, centralized wastewater treatment facility domestic waste, and other developmental support services shall be properly managed to avoid soil erosion, mud-sludge flooding, mass movement of heavily silted water, siltation and turbidity of nearby water bodies during periods of heavy rainfall;
6. That filling materials used for backfilling the project site shall be taken from quarry sites with approved ECC and Quarry Permit;
7. That proper storm drainage canals with appropriate sizes of concrete culverts, ditches and other flood control measures shall be adequately provided to channel run-off and silt-laden rainwater to the adequate lagoon area proposed in utilities;
8. That adequate storage facilities or cistern for rainwater shall be provided before operation. That the stored rainwater shall be utilized in flushing the restrooms, fire hydrant, lawn and ground watering and several other usages;

9. That an adequate centralized domestic wastewater treatment facilities (CWTF) shall be installed/constructed in strategic areas of the aforesaid project as stated in the PD document for proper treatment and disposal of domestic effluent in accordance with the standards set by the provisions of the revised rules and regulations of P.D. 984. That the plans and specifications for adequate water and air pollution control facilities shall be submitted within sixty (60) days from receipt hereof and other necessary permits such as Authority to Construct (A/C), Permit to Operate (P/O), etc. shall be secured from this Office before project operation;
10. That the effluent from the wastewater treatment facilities (WTF) shall conform with the standards set forth by P.D. 984. Should monitoring indicate exceedance of the environmental quality standards, the proponent shall be liable to provide effective remedial measures immediately;
11. That safety of other sites immediately adjacent to the project shall be ensured by limiting risk at the site boundary or by providing a safe zone between a hazardous activity on adjacent site in some other way;
12. That a monitoring program for air and water quality shall be implemented to be conducted by developer-operator specially within a quarterly basis, so that the stake of this environment can be studied throughout the life of the project;
13. That compensation program for the disclosed settlers within the project shall be implemented in a timely manner;
14. That an appropriate greenbelt buffer strip, landscaping of open areas and plant nursery be established within Ninety (90) days after the site preparation activities. Appropriate tree species or ornamental plants shall be planted in accordance with the submitted tree planting plan, same shall be maintained throughout the lifespan of the project;
15. That all other mitigating/rehabilitating measures proposed in the submitted PD and not otherwise covered by any of the above conditions shall be strictly implemented at all stages of the project;
16. That all other requirements/permits from other concerned agencies shall be complied with prior to its implementation; and
17. That transfer of ownership of this project carries the same conditions in this certificate for which written notification shall be made by herein grantee to this Office within fifteen (15) days from such transfer;

Non-compliance with any of the above stipulations will be sufficient cause for the suspension or cancellation of this Certificate and/or an imposition of a fine in an amount not to exceed Fifty Thousand Pesos (P50,000.00) for every violation thereof, at the discretion of this Office (Section 9 of P.D. 1586).

Given this 21st day of June, 1995.

Recommending Approval:

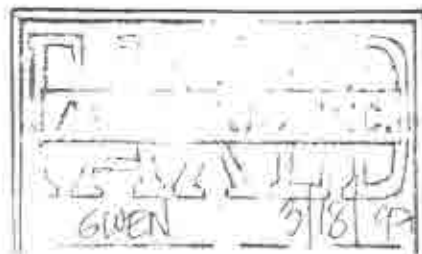
CA
CARLOS A. PANALIGAN
 Regional Technical Director

JLD
JEREMIAS L. DOLINO
 Regional Executive Director

ECC FEE: P250.00
 FILING FEE: 50.00
 P.D. 1856: 10.00

O.R. #: _____
 O.R. #: _____
 O.R. #: _____

DATE: _____
 DATE: -DO-
 DATE: -DO-





Republic of the Philippines
Department of Environment and Natural Resources
ENVIRONMENTAL MANAGEMENT BUREAU

DENR Compound, Visayas Avenue, Diliman, Quezon City 1118
Telephone Nos.: 927-15-17, 928-37-42
Email: emb@emb.gov.ph
Visit us at <http://www.emb.gov.ph>

SEP 09 2011

ECC Ref. No. 1107-0010

Mr. Thomas Sliman, Jr.
Vice President – Business Development
THERMA SOUTH INC.
5/F 110 Legaspi St., Legaspi Village
Makati City

SUBJECT: ENVIRONMENTAL COMPLIANCE CERTIFICATE

Dear Sir:


This refers to the Environmental Compliance Certificate (ECC) application for the proposed Therma South Energy Project to be located in Barangay Binugao, Toril District, Davao City and Barangay Inawayan, Sta. Cruz, Davao Del Sur.

After satisfying the requirements in the said application and upon recommendation of the Environmental Management Bureau (EMB), this Department has decided to grant an ECC to the above-mentioned project.

With the issuance of this ECC, you are expected to implement the measures presented in the Environmental Impact Statement (EIS) and the Environmental Management and Monitoring Plan (EMMoP), intended to protect and mitigate the project's adverse impacts on community health, welfare and the environment. Environmental considerations shall be incorporated in all phases and aspects of the project. You may proceed with the project implementation after securing all the necessary permits from other pertinent Government agencies. This Office will be monitoring the project periodically to ensure your compliance with stipulations cited in the attached ECC.

Please be guided accordingly.

Very truly yours,


ATTY. JUAN MIGUEL T. CUNA
OIC Director

cc: EMB – Region XI
LGU – Province of Davao Del Sur
LGU – Davao City
LGU – Municipality of Sta. Cruz
DOE



Republic of the Philippines
Department of Environment and Natural Resources
ENVIRONMENTAL MANAGEMENT BUREAU

DENR Compound, Visayas Avenue, Diliman, Quezon City 1116
Telephone Nos.: 927-15-17, 928-37-42
Email : emb@emb.gov.ph
Visit us at <http://www.emb.gov.ph>

ENVIRONMENTAL COMPLIANCE CERTIFICATE

(Issued under Presidential Decree No. 1586)

ECC Ref. Code: 1107-0010

THIS IS TO CERTIFY THAT THE PROPONENT, **THERMA SOUTH INC.**, as represented by its Vice President for Business Development, **Mr. Thomas Sliman Jr.**, is granted this Environmental Compliance Certificate (ECC) for the proposed **Therma South Energy Project** located in **Barangay Binugao, Toril District, Davao City and Barangay Inawayan, Sta. Cruz, Davao Del Sur** by the Department of Environment and Natural Resources (DENR) through the Environmental Management Bureau (EMB).

SUBJECT ONLY to the conditions and restrictions set in this ECC and in the attached document labeled as Annexes A and B.

This Certificate is issued with the following details:

PROJECT DESCRIPTION

The proposed Therma South Energy Project shall use the Circulating Fluidized Bed (CFB) Coal Technology with the following facilities:

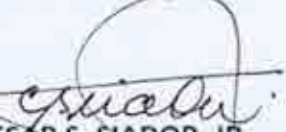
- Coal unloading pier capable of unloading 73,000 DWT sized vessels;
- Barge pier for smaller vessels, boats and barges;
- Enclosed conveying equipment with coal crushers;
- Enclosed coal storage area;
- 2 x 150-MW CFB boilers;
- 2 x 150-MW steam turbine generators;
- Cooling water intake and discharge structures for the condenser cooling water;
- Sea water cooled condensers for condensing and reusing steam;
- Limestone preparation plant;
- Sand silos;
- Electrostatic Precipitator or fabric filter for ash collection;
- Continuous Emission Monitoring System (CEMS);
- Ash silos;
- Lined, dry ash cells for storage of unsold ash;
- Water treatment plant for process water;
- Waste water treatment and sewage treatment facilities for recycling water for project dust control and landscaping needs;
- Desalination plant, if required for source of process water;
- Transmission Line;
- substation for connection to DLPC/ NGCP for power export; and
- Central control room.




This Certificate is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to DENR Administrative Order (D.A.O.) No. 2003-30. Non-compliance with any of the provisions of this Certificate shall be a sufficient cause for the cancellation of this Certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (P50,000.00) for every violation thereof. The EMB, however, is not precluded from reevaluating, and correcting any deficiencies or errors that may be found after issuance of this Certificate.

Issued at DENR, Quezon City, Philippines, this SEP 09 2011.

Recommending Approval:


CESAR S. SIADOR, JR.
OIC, Chief EIAM Division

Approved by the Authority of the Secretary:


ATTY. JUAN MIGUEL T. CUNA
OIC, Director



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES



SENRO31461

STATEMENT OF ACCOUNTABILITY

I, Mr. Thomas Sliman, Jr., Vice – President for Business Development, representing Therma South Inc. with office address located in 5/F 110 Legaspi St., Legaspi Village, Makati City takes full responsibility in complying with all conditions in this Environmental Compliance Certificate (ECC).



Signature


TIN _____

Subscribed and sworn to before me this _____ day of _____, 2011, the above-named affiant taking oath presenting Community Tax Certificate (CTC) No. 02694548 issued on APRIL 12, 2011 at MANILA and his Passport No. 711029697 issued on December 6, 2004 at U.S. Embassy Manila.

Notary Public

DOC. NO. 155
PAGE NO. 32
BOOK NO. I
SERIES OF 2011




KATHRYN LEILA S. SORIANO-POSADAS
Notary Public for Makati City
Notarial Commission No. M-107
Until December 31, 2012
110 Legaspi St., Legaspi Village, Makati City
Roll No. 50171
PTR No. 2642503 Makati City 01.03.11
IBP Lifetime Membership No. 009715
Quezon City Chapter
MCLE Compliance No. 11-0013400

I. CONDITIONS

ENVIRONMENTAL MANAGEMENT

All commitments, mitigating measures and monitoring requirements, contained in the Environmental Impact Statement (EIS) for the proposed Therma South Energy Project, particularly in the Environmental Management and Monitoring Plan (EMMoP), including the modifications and additional information as approved by the EMB, shall be instituted to minimize any adverse impact of the project to the environment throughout its implementation, including the following:

1. Conduct an effective Information, Education and Communication (IEC) Program to inform and educate all stakeholders, especially its contractors, workers, and local residents about the mitigating measures embodied in its EIS, the conditions stipulated in this Certificate and the environmental and human safety features of the project for greater awareness, understanding and sustained acceptance of the project;
2. Implement a Comprehensive Social Development Program (SDP) and submit a report to the EMB Central Office and EMB Region XI on a regular quarterly basis;
3. Establish appropriate measures and buffer zones along the entire periphery of the project site with appropriate species/dense vegetation cover to enhance the condition of the ecosystems and to serve as noise, vibration and dust buffers;
4. Conduct validation of air dispersion and thermal plume modeling within one year from the start of project operation. The proponent may opt to design and implement its own air and water quality monitoring program in a manner that can be used for validating said models to be used in determining accuracy of impacts and impact areas and to ensure that actual levels of pollutants are within the DENR standards;
5. Establishment of a reforestation and carbon sink program using endemic/indigenous species to mitigate greenhouse gas (GHG) emissions of the project in line with the DENR's thrust for GHG emission reduction programs. The program shall be submitted to EMB six (6) months prior to the project operation;

GENERAL CONDITIONS

6. The plant operations shall conform with the provisions of RA 6969 (Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990), RA 8749 (Philippine Clean Air Act of 1999), RA 9003 (Act providing for an Ecological Solid Waste Management Program), and RA 9275 (Philippine Clean Water Act of 2004) and other relevant policies, rules and regulations;
7. The proponent shall set-up the following:
 - 7.1 A readily available and replenishable Environmental Guarantee Fund (EGF) to cover the following expenses for further environmental assessments, compensations/indemnification for whatever damages to life and property that may be caused by the project; rehabilitation and /or restoration of areas affected by the project's implementation; and abandonment/decommissioning of the project facilities related to the prevention of possible negative impacts and as a source of

fund for contingency and clean up activities;

7.2 A Multipartite Monitoring Team (MMT) composed of representative(s) from the proponent, EMB Region XI, a local environmental Non-Government Organization (NGO), DOE and the LGUs shall be organized. The MMT should primarily oversee the compliance of the proponent with the Environmental Management and Monitoring Plan (EMMoP) and the ECC conditions;

7.3 A replenishable Environmental Monitoring Fund (EMF) to cover all costs attendant to the operation of the MMT such as training, sampling and analysis, the hiring of technical experts, accommodations and transportation.

The amount and mechanics of the EGF, EMF and the establishment of the MMT shall be determined by the DENR and the proponent in consultation with EMB Region XI through a Memorandum of Agreement (MOA) which shall be submitted within sixty (60) days upon receipt of this Certificate;

8. Creation of an Environmental Unit (EU) within sixty days from issuance of this Certificate that competently handle the environment-related aspects of the project. In addition to the monitoring requirements as specified in the Environmental Management and Monitoring Plan (EMMoP), EU shall have the following responsibilities:

- a. Monitor actual project impacts vis-à-vis the predicted impacts and management measures in the EIS;
- b. Accordingly recommend revisions to the EMMoP, whenever necessary subject to the approval of EMB Central Office. Revisions should also consider the result of the validation of air dispersion and thermal plume modeling as required in item 4 (Annex A) of this Certificate;
- c. Ensure that data gathered during monitoring activities are properly documented, assessed, evaluated and reported in accordance to the standard formats; and,
- d. Ensure that monitoring and submissions of reports to EMB (Central Office and Region XI) are carried out as required;

9. The proponent shall ensure that its contractors and sub-contractors properly comply with the relevant conditions of this Certificate;

II. RESTRICTIONS

10. No activities shall be undertaken other than what was stipulated in the final EIS. Should there be any expansion of the project beyond the project description or any change in the activity or transfer of location shall be subject to a new Environmental Impact Assessment; and,

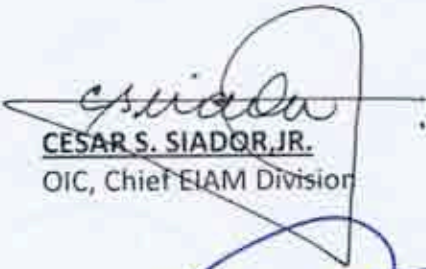
11. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify the EMB Regional Office within fifteen (15) days as regards the transfer of ownership.


O.R. No : 9724570
Date : July 12, 2011
Processing Fee : PhP6,010.00
Documentary Stamp: PhP 15.00 with OR No. 6187164

PROJECT ASSESSMENT PLANNING TOOL

For the assistance of the Proponent and the Government agencies concerned in the management of the Project and for better coordination in mitigation of the impacts of the Project on its surrounding areas and the environment, and by way of recommendation, the following have been taken notice of by the EIA Review Committee and are forwarding these recommendations to the parties and authorities concerned for appropriate action.

OTHER REGULATORY REQUIREMENTS/CONDITIONS	CONCERNED GOVERNMENT AGENCIES/ENTITIES
1. Compliance with the Sanitation Code of the Philippines;	DOH
2. Compliance with the Labor Code of the Philippines;	DOLE
3. Ensure conformance with the Ecological Solid Waste Management Act;	LGUs concerned
4. Presentation of the EIA findings for consideration in the securing of clearance from the office of the President on tree cutting;	Office of the President
5. Secure Zoning Clearance;	LGUs concerned
ENVIRONMENTAL PLANNING RECOMMENDATIONS FOR THE PROPONENT	
6. Priority of employment need to be given to qualified local residents and IPs. Adequate public information for jobs available to local residents and IPs in the affected areas needs to be provided; and,	
7. An independent third party shall be commissioned to undertake an environmental audit, including a continuing study of the effects of the Project on the health of the workers and affected residents, including vulnerable groups. The result of the third party environmental audit, including the auditing of risks and hazards of the Project, shall be submitted to EMB, while the result of the continuing health study shall be submitted, every two (2) years, to the Department of Health (DOH), for evaluation.	


CESAR S. SIADOR, JR.
 OIC, Chief EIAM Division


ATTY. JUAN MIGUEL T. CUNA
 OIC, Director



Republic of the Philippines
Department of Environment and Natural Resources
ENVIRONMENTAL MANAGEMENT BUREAU
DENR Compound, Visayas Avenue, Diliman, Quezon City 1116
Telephone Nos. 927-15-17, 928-20-96
Email : emb@emb.gov.ph
Visit us at <http://www.emb.gov.ph>

AUG 20 2014

ECC-CO-1405-0010

MR. BENJAMIN A. CARIASO, JR.

President and Chief Operating Officer

THERMA SOUTH, INC.

NAC Tower, 32nd Street, Bonifacio Global City
Taguig City

Subject: **ENVIRONMENTAL COMPLIANCE CERTIFICATE**

Dear Sir:

This refers to the Environmental Compliance Certificate (ECC) application for the proposed Therma South Energy Expansion Project (Phase II) to be located in Barangay Binugao, Toril District, Davao City and Barangay Inawayan, Sta. Cruz, Davao del Sur.

After satisfying the requirements of the said application and upon recommendation of the Environmental Management Bureau (EMB), this Department has decided to grant an ECC to the above-mentioned project.

With the issuance of this ECC, you are expected to comply with conditions herein set and to implement the measures presented in the Environmental Performance Report and Management Plan (EPRMP) intended to protect and mitigate the project's adverse impacts on community health, welfare and the environment. However, you may proceed with project implementation only after securing the necessary permits and/or clearances from other pertinent Government Agencies. Environmental considerations shall be incorporated in all phases and aspects of the Project. This Office shall be strictly monitoring the project periodically to ensure your compliance with stipulations cited in the attached ECC.

Please be guided accordingly.

By the Authority of the Secretary:


ATTY. JONAS R. LEONES
OIC, Director



cc: EMB - Region XI
LGU - Davao City
LGU - Barangay Binugao
LGU - Province of Davao del Sur
LGU - Barangay Inawayan
DOLE
DOH
DOE



ENVIRONMENTAL COMPLIANCE CERTIFICATE
(Issued under Presidential Decree 1586 and its IRR)
ECC-CO-1405-0010

THIS IS TO CERTIFY THAT THE PROPONENT, **THERMA SOUTH, INC.**, represented by its President and Chief Operating Officer, **Mr. Benjamin A. Cariaso, Jr.**, is granted this Environmental Compliance Certificate (ECC), for the proposed Therma South Energy Expansion Project (Phase II) to be located in Barangay Binugao, Toril District, Davao City and Barangay Inawayan, Sta. Cruz, Davao del Sur, by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau (EMB).

SUBJECT to the conditions and restrictions set-out herein labeled as Annex A and Annex B.

This Certificate is issued with the following details:

PROJECT DESCRIPTION

This Certificate covers the 345 MW Coal Fired Power Plant (Phase II), composed of two (2) units circulating fluidized bed (CFB). It shall be located within a land area of 79.6 hectares in Barangay Binugao, Toril District, Davao City and Barangay Inawayan, Sta. Cruz, Davao del Sur adjacent to the existing 300 MW (Phase I) coal fired power plant. The following are the major facilities of the power plant:

- 2 x 172.5 CFB boilers each equipped with coal silo
- 2 x 172.5 steam turbine generators
- Enclosed coal storage area
- Enclosed coal conveyor system
- Coal crushing facility with rated capacity of 400 tons per hour
- Limestone storage and preparation area
- Sand storage and preparation area
- Circulating water system
- Electrostatic Precipitator for each boiler

The following facilities shall be shared by the 345 MW (Phase II) and 300 MW (Phase I) coal fired power plants of Therma South Inc. (TSI): coal unloading jetty at 73,000 DWT vessels and equipped with unloader and fully covered conveyor systems, process wastewater treatment plant (chemical treatment), ash runoff wastewater treatment plant (chemical treatment), sewage treatment facilities (biological treatment), ash handling system and diesel fuel tanks.

This Certificate is issued in compliance with the requirements of Presidential Decree No. 1586, and its Implementing Rules and Regulations. Non-compliance with any of the provisions of this Certificate shall be a sufficient cause for the cancellation of this Certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (₱50,000.00) for every violation thereof without prejudice to imposition of fines and penalties under other



environmental laws. The EMB, however, is not precluded from reevaluating and correcting any deficiencies or errors that may be found after issuance of this Certificate.

Issued at DENR, Quezon City, Philippines, this AUG 28 2014.

Recommending Approval:



ATTY. MICHAEL DRAKE P. MATIAS
OIC Chief, EIA Management Division

Approved by the Authority of the Secretary:



ATTY. JONAS R. LEONES
OIC, Director



SWORN ACCOUNTABILITY STATEMENT

I, **Benjamin A. Cariaso, Jr.**, President and COO, representing Therma South, Inc. proponent of this Therma South Energy Expansion Project, located at Barangay Binugao, Toril District, Davao City and Barangay Inawayan, Sta. Cruz, Davao del Sur, take full responsibility in complying with all conditions contained in this Environmental Compliance Certificate (ECC).

Signature
TIN NO. _____

Subscribed and sworn to before me this _____, the above-named affiant taking oath presenting _____, issued on _____ at _____.

Notary Public

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

I. CONDITIONS**ENVIRONMENTAL MANAGEMENT**

All commitments, appropriate mitigating/enhancement measures and monitoring requirements especially those contained in the EPRMP, as approved by the EMB shall be instituted to minimize any adverse impact to the environment throughout the project implementation, including the following:

1. Implementation of an intensive and effective Information, Education and Communication (IEC) Program to inform and educate all affected stakeholders, particularly the direct impact barangays, about the Project's mitigating measures embodied in the EPRMP and the conditions stipulated in this Certificate for greater awareness, understanding and sustained acceptance of the Project. The proponent shall implement an annual detailed IEC program in coordination with the Environmental Management Bureau Region XI and report of implementation thereof shall be submitted to the EMB Central Office annually and copy furnished EMB Region XI;
2. Implementation of a comprehensive Social Development Program (SDP) and Indigenous Peoples Development Program and submission of a separate semi-annual report simultaneous with the submission of the Compliance Monitoring Report (CMR) to the EMB Central Office semi-annually and copy furnished EMB Region XI;
3. Formulate a reforestation and carbon sink program using endemic/indigenous species to mitigate greenhouse gas (GHG) emissions of the project in line with the DENR's thrust for GHG emissions reduction program and the National Greening Program to consider the impact of the expansion project in coordination with PENRO and the CENRO and submitted to EMB (Central and Region XI) six (6) months prior to its operation. Implementation of the said program shall be reported to EMB (Central Office and Region XI) on a quarterly basis;
4. The proponent shall protect the natural springs/wells within the project site that are being utilized as sources of potable and domestic water by the community. Should the development activities affect the natural springs/wells, the proponent shall immediately provide an alternative source of potable water to the affected community;
5. Establishment of appropriate buffer zones along the entire periphery of the project site with appropriate species/dense vegetation cover to mitigate the adverse effect of its operation to the existing condition of the ecosystems in the area and to serve as noise, vibration and dust buffers;

GENERAL CONDITIONS

6. The plant operations shall conform with the provisions of R.A. No. 6969 (Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990), R.A. No. 8749 (Philippine Clean Air Act of 1999), R.A. No. 9003




(Ecological Solid Waste Management Act of 2000), and R.A. No. 9275 (Philippine Clean Water Act of 2004);

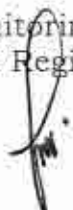
The proponent shall operate and maintain a Continuous Emission Monitoring System (CEMS), the data of which shall be submitted to EMB Central Office and the EMB Region XI on a quarterly basis;

7. The proponent shall set-up the following:

- 7.1 A readily available and replenishable Environmental Guarantee Fund (EGF) to cover the following expenses:
 - 1) Further environmental assessments, compensations/indemnification for whatever damages to life and property that may be caused by the project;
 - 2) Rehabilitation and restoration of areas affected by the project's implementation; and
 - 3) Abandonment/decommissioning of the project facilities related to the prevention of possible negative impacts and as a source of funds for contingency and clean-up activities;
- 7.2 A Multipartite Monitoring Team (MMT) composed of representative(s) from the proponent, DOE, EMB Region XI, local environmental Non-Government Organization (NGO) and the LGUs concerned shall be organized. The MMT shall primarily monitor the compliance of the proponent with the Environmental Management Plan/ Environmental Monitoring Plan as well as the conditions of its ECC;
- 7.3 A replenishable Environmental Monitoring Fund (EMF) that shall cover all costs attendant to the operation of the MMT such as training, sampling and analysis, the hiring of technical experts, accommodations and transportation.

The amount and mechanics of the EGF, EMF and the establishment of the MMT shall be determined by the proponent in consultation with EMB Region XI through a Memorandum of Agreement (MOA) which shall be submitted to EMB Central Office for approval within sixty (60) days upon receipt of this Certificate.

8. Creation of an Environmental Unit (EU) within sixty (60) days from receipt of this Certificate that shall competently handle the environment-related aspects of the project. In addition to the monitoring requirements as specified in the Environmental Management and Monitoring Plan (EMMoP), the EU shall have the following responsibilities:
 - 8.1 Monitor actual project impacts vis-à-vis the predicted impacts and management measures in the EPRMP;
 - 8.2 Recommend revisions to the EMP/EMoP, whenever necessary subject to the approval of EMB Central Office. Revisions shall also consider the result of the validation of air dispersion and thermal plume modeling;
 - 8.3 Ensure that data gathered during monitoring activities are properly documented, assessed, evaluated and reported to EMB (Central Office and Region XI) in accordance with the prescribed formats; and,
 - 8.4 Ensure that monitoring and submissions of reports to EMB (Central Office and Region XI) are carried out as required;



9. The proponent shall ensure that its contractors and subcontractors properly comply with the relevant conditions of this Certificate;
10. Conduct a Quantitative Risk Assessment (QRA) and Hazard Operability (HAZOP) prior to commissioning to ensure that hazards and risks are kept at a minimum. The report shall be submitted to EMB Central Office and EMB Region XI within sixty (60) days from the conduct of the QRA. At the minimum, the QRA shall be updated if there are major changes;
11. Conduct validation of the air dispersion and thermal plume modeling within one year from the start of project operation. The proponent may opt to design and implement its own air and water quality monitoring program in a manner that may be used for validating said models to be used in determining accuracy of impacts and impact areas and to ensure that actual levels of pollutants are within the DENR standards;
12. Submit a coastal resource management program (CRMP) to EMB Central Office copy furnished the EMB Region XI within six (6) months prior to its operation;

II. RESTRICTIONS

13. There shall be no development/operation in the project area classified as agricultural zone until such time that the area has been reclassified by the appropriate government agencies in accordance with law;
14. No activities shall be undertaken other than what were stipulated in the EPRMP. Should there be any expansion of the project beyond the EPRMP or any change in the activity or transfer of location, the same shall be subject to a new Environmental Impact Assessment; and
15. Transfer of ownership of this project carries the same conditions and restrictions, for which, written notification shall be made by herein grantee to EMB within fifteen (15) days from such transfer.




O.R. No. : 5592924
 Date : February 7, 2014
 Processing Fee : PhP 4045.00

PROJECT ASSESSMENT PLANNING TOOL

For the assistance of the Proponent and the Government Agencies concerned in the management of the Project and for better coordination in mitigation of the impacts of the Project on the surrounding areas, the following are recommended to the parties and authorities concerned for appropriate action.

OTHER REGULATORY REQUIREMENTS/CONDITIONS	CONCERNED GOVERNMENT AGENCIES/ENTITIES
1. Compliance by the proponent with the following: a. Sanitation Code of the Philippines b. Building Code of the Philippines c. Zoning Clearance	LGU concerned
2. Labor Code of the Philippines including occupational safety and safety standards for petrochemical plants and provide personal protective equipment for the workers.	Department of Labor and Employment (DOLE)-Bureau of Working Condition
3. Secure tree cutting permit	DENR
4. Other permits/clearances	Department of Energy and other government agencies
ENVIRONMENTAL PLANNING RECOMMENDATIONS FOR THE PROPONENT	
5. Priority of employment shall be given to qualified local residents. Adequate public information on jobs available for local residents in the affected areas shall be provided; and,	
6. An independent third party shall be commissioned to undertake an environmental audit, including a continuing study of the effects of the Project on the health of the workers and affected residents. The result of the third party environmental audit, including the auditing of risks and hazards of the Project, shall be submitted to EMB, while the result of the continuing health study shall be submitted, every five (5) years, to the Department of Health (DOH), for evaluation.	


ATTY. MICHAEL DRAKE P. MATIAS
 OIC Chief, EIAMD


ATTY. JONAS R. LEONES
 OIC, Director





Republic of the Philippines
Department of Environment and Natural Resources
ENVIRONMENTAL MANAGEMENT BUREAU
OFFICE OF THE REGIONAL DIRECTOR
Region XI
DENR Compound, Lanang, Davao City
Telefax No. 233-0809 • Tel. Nos. 234-0166 • 234-0061
email address: embdavaxi@yahoo.com or embdavaxi@skyinet.net

June 4, 2013

OWNER'S FILE

ECC reference No. ECC-R11-1305-0091

Mr. Ian Beaumont
Project Manager
Leighton Contractors (Phils.), Inc.
Ground Floor, Yap Building
Brgy. Binugao, Toril, Davao City

SUBJECT: ENVIRONMENTAL COMPLIANCE CERTIFICATE

Dear Mr. Beaumont,

This refers to the ECC application for the proposed Concrete Batching Plant Project to be located at Brgy. Binugao, Toril District, Davao City.

After evaluation of the documents submitted on the aforesaid project, this office has decided to grant the same an Environmental Compliance Certificate (ECC).

With the issuance of the ECC, you are expected to implement the measures presented in the Initial Environmental Examination (IEEC), intended to protect and mitigate the project's adverse impacts on community health, welfare and the environment.

Environmental considerations shall be incorporated in all phases and aspects of the project. You may proceed with the project implementation after securing all the necessary permits from other pertinent Government agencies. This Office will be monitoring the project periodically to ensure your compliance with stipulations cited in the attached ECC.

Please be guided accordingly.

Very truly yours,

ESTER A. OLAVIDES
Regional Director



Republic of the Philippines

OWNER'S FILE

Department of Environment and Natural Resources

ENVIRONMENTAL MANAGEMENT BUREAU

OFFICE OF THE REGIONAL DIRECTOR

Region XI

DENR Compound, Lanang, Davao City

Telefax No. (082) 233-0809/ Tel Nos. (082) 234-0166, (082) 234-0061

Email address: embdavxi@yahoo.com or embdavxi@skynet.net

ENVIRONMENTAL MANAGEMENT BUREAU - XI RECORDS SECTION	
RECEIVED	RELEASED
BY:	BY: <i>BC Benigno</i>
DATE:	DATE: <i>6/6/13</i>
TIME:	TIME: <i>2:10 pm</i>

ENVIRONMENTAL COMPLIANCE CERTIFICATE

(Issued under Presidential Decree 1586)

ECC-R11-1305-0091

THIS IS TO CERTIFY THAT PROPONENT, **LEIGHTON CONTRACTORS (PHILIPPINES), INC.**, is granted this Environmental Compliance Certificate (ECC) for the proposed Concrete Batching Plant Project to be located at Brgy. Binugao, Toril District, Davao City by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau, Region XI.

SUBJECT ONLY to the conditions and restrictions set-out in this ECC, and in the attached document labeled as Annex A, B and C.

This Certificate is issued with the following details;

PROJECT DESCRIPTION

The ECC covers the establishment of a proposed concrete batching plant to be located at Brgy. Binugao, Toril District, Davao City, which shall be confined only within the 46,163 square meters lot area covered under Transfer Certificate of Title No. 146-2012013576.

This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 2003-30, EMB Director Memorandum dated 22 December 2006, EMB Memorandum Circular No. 001 Series of 2007, EMB Memorandum dated February 12, 2007 and DENR Memorandum Circular No. 2007-08. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiency or error that may be found after issuance of this Certificate.

Given this JUN 06 2013, at Davao City Philippines.

ESTER A. OLAVIDES

Regional Director

Recommending Approval:

RUFINO C. BANDIALAN
OIC, Chief, EIAM Division

SWORN ACCOUNTABILITY STATEMENT

Under the provisions of Presidential Decree 1586, I HEREBY CERTIFY that the information provided to the Department of Environment and Natural Resources pertaining to this project are true and correct to the best of my personal knowledge and based on the records in my possession.

I, CERTIFY FURTHER, that I, **IAN BEAUMONT**, Project Manager of Leighton Contractors (Phils.), Inc., the proponent of this proposed **Concrete Batching Plant Project** to be located at Brgy. Binugao, Toril District, Davao City takes full responsibility in complying with all the conditions contained in this Environmental Compliance Certificate (ECC).

Conforme:

LEIGHTON CONTRACTORS (PHIL.), INC.

By:



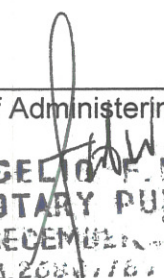
IAN BEAUMONT
Project Manager

TIN 004 - 852 - 307

Subscribed and sworn to before me this 5th day of June 2013, the above-named affiant taking oath presenting Residence Certificate No. _____ issued on _____ at _____.

DOC. NO. 38
BOOK NO. 1
PAGE NO. 8

Signature of Administering Officer


ROGELIO F. FERRER
NOTARY PUBLIC
UNTIL DECEMBER 2014
PTR NO. 2081781
IBP NO. 884191 / 12-20-13
TIN NO. 105-274-588
Roll No. 2573

I. CONDITIONS

ENVIRONMENTAL MANAGEMENT

The proponent shall strictly implement the following mitigating, enhancing and rehabilitating measures:

1. That the mitigating measures presented in the Initial Environmental Examination (IEE) Checklist and other form of mitigation and preventive measures be implemented throughout the operation to prevent/minimize negative environmental impacts;
2. That a greenline and cistern shall be installed to maximize recycling, distribution and utilization of used water and to store and capture rainwater as additional measures in water resources management, respectively;
3. That the proponent shall undertake **tree-planting activity** along the periphery and available areas within the project site to serve as buffer for dust, noise, improvement of aesthetics and in support of the national greening program of the government;

GENERAL CONDITIONS

*Further administrative conditions for the grant of this **Certificate** shall be strictly complied:*

4. That all permits and clearances shall be regularly secured from the concerned national and local offices prior to the project implementation. Likewise, the operation of the project shall conform with the applicable provisions of RA 6969 (Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990), RA 9003 (Act Providing for and Ecological Solid Waste Management Program), RA 9275 (Philippine Clean Water Act of 2004), and RA 8749 (Philippine Clean Air Act of 1999) and other environmental Laws;
5. That this Certificate shall automatically expire if the project ceases to operate for more than five (5) years or fails to start within five (5) years from the issuance hereof;
6. That the proponent shall conduct continuously an Information Education Communication (IEC) Campaign to the surrounding community to inform them of the environmental impacts and corresponding mitigating/enhancing measures of the proposed project;

II. RESTRICTIONS

The proponent is strictly subject to the following restrictions:

7. No other activities shall be undertaken other than what was stipulated in the IEE document. Should there be any expansion of the project beyond the project scope, installation or construction of other structures beyond those stated in the IEE document or any change in the activity or transfer of location shall be subjected to a new Environmental Impact Assessment; and
8. That the Proponent shall see to it that copy of this ECC shall be furnished to all agencies/offices concerned within one (1) month from receipt thereof. A certification shall be submitted by the Proponent to EMB XI that said copy has been delivered and duly stamped as received by the concerned agencies/offices;

Justin S. Delacruz

9. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee/transferor shall be required to notify the EMB Regional Office concerned within fifteen (15) days of such transfer of ownership.
10. That three (3) months prior to the abandonment, the Project Proponent shall notify this Office of such action and shall submit therewith their abandonment mitigation plan.


Non-compliance with any of the provisions of this certificate shall be sufficient cause for the suspension or cancellation of this Certificate and/or an imposition of a fine in an amount not to exceed **FIFTY THOUSAND (Php 50,000.00) PESOS** for every violation thereof, at the discretion of this Office pursuant to Section 9 of P.D. 1586.

Conforme:



IAN BEAUMONT
Project Manager

Doc. No. 38
Page 2
Bdsk. 1
Series of 2013



ROGELIO F. FABRO
NOTARY PUBLIC
UNTIL DECEMBER 2014
PTR NO. 2682776 / 02-11-13
IBP NO. 884191 / 12-01-13
TIN NO. 105-274-588
Roll No. 20679

PROJECT ASSESSMENT PLANNING TOOL


For the assistance of the Proponents and government agencies concerned in the management of the project and for better coordination in mitigation on the impact of the project on its surrounding areas and to the environment.

By way of recommendation, the following have been taken notice of by the undersigned and are forwarding these recommendations to the parties and authorities concerned for proper appreciation and action.

REGULATORY CONDITIONS	Responsible Agency (Permitting, Approving and Monitoring Agencies)
1. Sanitary Permit	DOH XI or City Health Office
2. Solid Waste Management Clearance, whenever applicable	LGU-Concerned
3. Locational Clearance	City Planning and Development Office

ENVIRONMENTAL PLANNING RECOMMENDATION FOR THE PROPONENT
<p>The following are recommendations for the Proponent for the protection of the area and the affected environment. It is strongly recommended that the same be strictly complied by the Proponents.</p> <ol style="list-style-type: none"> 1. Shall employ a Pollution Control Officer (PCO) duly accredited by this Office in accordance with DENR-DAO 26, series of 1992, to ensure that all Environmental laws, rules and regulations are properly complied with. 2. Close monitoring of the project should be undertaken by the proponent to maintain a high level of safety and efficiency at all stages of the construction, and to immediately address any environmental hazard/change that may take place. 2. Submission of Quarterly Self-Monitoring Report (SMR) to EMB-XI Office. 4. Submission of standardized Semi-Annual ECC Compliance Monitoring Report (CMR) to EMB-XI Office.

For dissemination and proper action of the parties concerned.


RUFINO C. BANDIALAN
 OIC, Chief, EIAM Division


ESTER A. OLAVIDES
 Regional Director



11 JAN 2018

ECC-CO-1506-0018

Republic of the Philippines
Department of Environment and Natural Resources
ENVIRONMENTAL MANAGEMENT BUREAU
DENR Compound, Visayas Avenue, Diliman Quezon City 1116
Telephone Nos.: (632)927-15-17, 928-37-25; Fax No.: (632) 920-22-58
Website: <http://www.emb.gov.ph> / Email: mail@emb.gov.ph

Mr. Sebastian Arsenio R. Lacson
President and COO
THERMA VISAYAS INC.
Sitio Looc, Barangay Bato
Toledo City

Subject: **ENVIRONMENTAL COMPLIANCE CERTIFICATE**

Dear Sir:

This refers to your application for Environmental Compliance Certificate (ECC) for the proposed **Coal-Fired Power Plant Expansion Project** located in Sitio Looc, Brgy. Bato, Toledo City.

After satisfying the requirements of the Presidential Decree No. 1586 and its Implementing Rules and Regulations, and upon recommendation of the Environmental Impact Assessment Review Committee, the Department of Environment and Natural Resources (DENR) through the Environmental Management Bureau (EMB), has decided to grant the ECC amendment for the above-mentioned project.

With the issuance of the ECC, you are expected to fully implement the measures presented in the Environmental Performance Report and Management Plan (EPRMP) intended to protect and mitigate the project's adverse impacts on community health, welfare and the environment. Likewise, environmental considerations shall be incorporated in all phases and aspects of the project.

This Certificate does not create any right nor be used as an authorization to implement the project, you may proceed with the implementation only after securing all the necessary and relevant permits from other pertinent Government Agencies. This Office shall be monitoring the project periodically to ensure strict compliance with the stipulations cited in the attached ECC.

Please be guided accordingly.

Very truly yours,
By the Authority of the Secretary

ENGR. METODIO U. TURBELLA
Director



cc: EMB – Region VII
LGU – Province of Cebu
LGU – City of Toledo
LGU – Brgy. Bato
DOE, DOH
DOLE, Bureau of Working Condition
BMB Central Office



Republic of the Philippines
Department of Environment and Natural Resources
ENVIRONMENTAL MANAGEMENT BUREAU
DENR Compound, Visayas Avenue, Diliman Quezon City 1116
Telephone Nos.: (632)927-15-17, 928-37-25; Fax No.: (632) 920-22-58
Website: <http://www.emb.gov.ph> / Email: mail@emb.gov.ph

ENVIRONMENTAL COMPLIANCE CERTIFICATE
(Issued under Presidential Decree 1586 and its IRR)
ECC-CO-1506-0018

THIS IS TO CERTIFY THAT THE PROPONENT, **THERMA VISAYAS, INC.**, represented by its President and COO, **Mr. Sebastian Arsenio R. Lacson** is granted this Environmental Compliance Certificate (ECC), for the proposed **Coal-Fired Power Plant Expansion Project** located at Sitio Looc, Barangay Bato, Toledo City by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau (EMB).

SUBJECT to the conditions and restrictions set-out herein labeled as Annex A and Annex B, this Certificate supersedes ECC-CO-1301-0003 issued on May 20, 2013.

This Certificate is issued with the following details:

PROJECT DESCRIPTION

This Certificate covers the construction and operation of 450 MW (2x150MW existing and 1x150MW expansion) Coal-Fired Power Plant Project using Circulating Fluidized Bed (CFB) Coal Technology to be located within 58 hectare property in Sitio Looc, Brgy. Bato, Toledo City and with the following major and support facilities:

A. Major Components

- 3x150 MW Boilers
- 3x150 MW Steam Turbines and Generators
- 3 Step-up and Auxiliary Transformer (units)
- Jetty
- Coal Storage (covered)

B. Materials Handling Facilities

- 3 Limestone Silo
- 3 Bottom Ash Silo
- 3 Fly Ash Silo
- Coal Dome
- Coal Conveyor (covered)
- Screw-type ship unloader

C. Pollution Control Devices and Waste Management System

- 3 Electrostatic Precipitator Set
- 2 Demineralization Facility
- 3 Demineralized Water Storage Tank
- 3 Fire/Service Water Tank
- 3 Sea Water Reverse Osmosis (SWRO) Production Tank
- 3 Filtered Water Tank
- 2 Water Treatment Building

D. Major and Support facilities indicated in the EPRMP

I. CONDITIONS

ENVIRONMENTAL MANAGEMENT

All commitments, appropriate mitigating/enhancement measures and monitoring requirements especially those contained in the EPRMP, as approved by the EMB shall be instituted by the Proponent to minimize any adverse impact to the environment throughout the project implementation, including the following:

1. Implementation of an intensive and effective Information, Education and Communication (IEC) Program to inform and educate all affected stakeholders, particularly the direct impact barangays, about the Project's mitigating measures embodied in the EPRMP and the conditions stipulated in this Certificate for greater awareness, understanding and sustained acceptance of the Project. An annual detailed IEC program in coordination with the Environmental Management Bureau Region VII and report/proof of implementation thereof shall be submitted to the EMB Central Office annually copy furnished EMB Region VII;
2. Implementation of a comprehensive Social Development Program (SDP) and submission of a separate semi-annual report simultaneous with the submission of the Compliance Monitoring Report (CMR) to the EMB Central Office semi-annually and copy-furnished EMB Region VII;
3. Establish at least five (5) meters buffer zone along the entire periphery of the project site with appropriate species/dense vegetation cover to mitigate the adverse effect of its operation to the existing condition of the ecosystems in the area and to serve as noise, vibration and dust buffers.
4. Conduct validation of air dispersion modeling one (1) year after the start of project commercial operation and updated every two (2) years thereafter until results are consistent with the first year validation results and are compliant with existing standards, laws, rules and regulations. The validation reports shall be submitted to EMB Central Office within sixty (60) days from the conduct thereof. The validation shall be undertaken based on data collected from the automatic weather station;
5. Conduct validation of thermal plume modeling one (1) year after the start of the project commercial operation and shall be updated every two (2) years thereafter. The validation reports shall be submitted to EMB Central Office within sixty (60) days from the conduct of validation;
6. Conduct a risk/safety assessment one (1) month prior to commercial operation covering the entire facilities which shall be updated every five (5) years thereafter, to ensure that hazards and risks are kept at a minimum. The report shall be submitted to EMB Central Office within thirty (30) days from the conduct of assessment;
7. Submit and implement a LGU-approved Coastal Resource Management Program (CRMP) covering the project impact area to EMB Central Office copy furnished the EMB Region VII within one (1) year after the start of the project commercial operation;

8. Install an automatic weather station compliant with the relevant PAGASA standards and requirements within six (6) months after commercial operation. Proof of compliance shall be submitted to EMB Central Office at the end of the period specified;
9. Ensure that construction and operation of jetty will not pose significant impacts to marine life and ecosystem. Measures to guarantee protection shall be coordinated with Multipartite Monitoring Team (MMT) and Biodiversity Management Bureau (BMB);
10. Undertake a Carbon Sink Program to offset emissions of carbon dioxide from the power plant aligned with the current Carbon Sink Programs of DENR in coordination with EMB;

GENERAL CONDITIONS

11. The proponent shall comply with the guidelines on the requirements for Continuous Emission Monitoring Systems (CEMS) under DAO 2007-22. Installed CEMS shall be capable of providing real-time monitoring data and shall be transmitted online to EMB Central and EMB Region VII;
12. The Memorandum of Agreement (MOA) on the creation of Multipartite Monitoring Team which was signed and approved on 22 July 2014 shall be amended to include the entire operation of the 450 MW Coal-Fired power plant and the jetty covered by this Certificate;
13. The Environmental Unit (EU) shall competently handle the environment-related aspects of the project. In addition to the monitoring requirements as specified in the Environmental Management and Monitoring Plan (EMMoP), the EU shall have the following responsibilities:
 - 13.1 Monitor actual project impacts vis-à-vis the predicted impacts and management measures in the EPRMP;
 - 13.2 Conduct heavy metal analysis on ash (nearby ash disposal facilities) as part of the regular monitoring activities of the power plant project;
 - 13.3 Recommend revisions to the EMMoP, whenever necessary subject to the approval of EMB Central Office. Revisions shall also consider the result of the validation of air dispersion and thermal plume modeling; and
 - 13.4 Ensure that data gathered during monitoring activities are properly documented, assessed, evaluated and reported to EMB (Central Office and Region VII) in accordance with the prescribed formats.
14. The proponent shall ensure that its contractors and subcontractors consider among others, the following mitigating measures for jetty/pier and initial dredging activities:
 - 14.1 The use of applicable sound attenuation devices;
 - 14.2 Re-suspension of loose sediments to enclose and limit dispersal of sediments; and
 - 14.3 The jetty design shall use platform on stilts to avoid

interfering with the marine hydrodynamic processes existing in the area

15. The proponent shall ensure that its contractors and subcontractors strictly comply with the relevant conditions of this Certificate;
16. Restore to its former condition the backfilled area along the shoreline after completion of its jetty construction as committed within three (3) months;

II. RESTRICTIONS

17. No construction or development-activities as identified herein or any portion thereof shall be initiated/undertaken until outstanding issues on zoning, conversion, tenurial and/or similar land concerns shall have been resolved with finality;
18. No activities shall be undertaken other than what were stipulated in the EPRMP. Should there be any expansion of the project beyond the EPRMP or any change in the activity or transfer of location, the same shall be subject to a new Environmental Impact Assessment; and
19. Transfer of ownership of this project carries the same conditions and restrictions, for which written notification must be made by herein grantee to EMB within fifteen (15) days prior to such transfer.

O.R. No. : 6693685
Date : 04/21/2015
Processing Fee : Php 4,000.00

ENVIRONMENTAL COMPLIANCE CERTIFICATE
Coal-Fired Power Plant Expansion Project
Therma Visayas Inc.



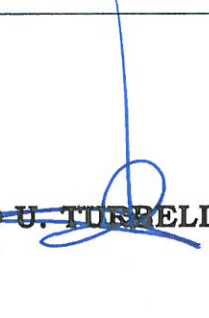
PROJECT ASSESSMENT PLANNING TOOL

For the assistance of the Proponent and government agencies concerned in the management of the project and for better coordination in mitigation of the impact of the project on its surrounding areas and to the environment, the following are recommendations to the parties and authorities concerned for proper appreciation and action.

OTHER REGULATORY REQUIREMENTS	CONCERNED GOVERNMENT AGENCIES/ENTITIES
1. Compliance by the proponent with the following: a. Ecological Solid Waste Management Act b. Building Code of the Philippines c. Zoning Clearance	LGU concerned
2. Compliance with the Sanitation Code of the Philippines	DOH
3. Labor Code of the Philippines including occupational safety and safety standards for petrochemical plant and provide personal protective equipment for the workers.	DOLE-Bureau of Working Condition
4. Secure tree cutting permit.	DENR
5. Foreshore Lease Agreement (FLA), if necessary	DENR
ENVIRONMENTAL PLANNING RECOMMENDATIONS FOR THE PROPONENT	
6. Priority of employment shall be given to qualified local residents. Adequate public information on jobs available for local residents in the affected areas shall be provided; and	
7. An independent third party shall be commissioned to undertake an environmental audit, including a continuing study of the effects of the Project on the health of the workers and affected residents. The result of the third party environmental audit, including the auditing of risks and hazards of the Project, shall be submitted to EMB, while the result of the continuing health study shall be submitted, every five (5) years, to the Department of Health (DOH), for evaluation.	

For dissemination and proper action of the parties concerned.


ATTY. MICHAEL DRAKE P. MATIAS
 Chief, EIAM Division


ENGR. METODIOS U. TURBELLA
 Director

This Certificate is issued in compliance with the requirements of Presidential Decree No. 1586, and its Implementing Rules and Regulations. Non-compliance with any of the provisions of this Certificate shall be a sufficient cause for its cancellation and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (P50,000.00) for every violation thereof without prejudice to imposition of fines and penalties under other environmental laws. The DENR, however, is not precluded from reevaluating and correcting any deficiencies or errors that may be found after issuance of this Certificate.

Issued at DENR, Quezon City, Philippines, this _____

AUG 02 2018

Recommending Approval:

Approved:

By the Authority of the Secretary

f.
ATTY. MICHAEL DRAKE P. MATIAS
Chief, EIAM Division *u*

[Signature]
ENGR. METODIO U. TURBELLA
Director



SWORN ACCOUNTABILITY STATEMENT

Daniel Aboitiz

I, _____, *h* President and COO, representing Therma Visayas, Inc. with office address located in Sitio Looc, Barangay Bato, Toledo City, take full responsibility in complying with all conditions contained in this Environmental Compliance Certificate (ECC).

MW

Signature

TIN NO. _____

Subscribed and sworn to before me this _____, the above-named affiant taking oath presenting *Passport w/ P0269944*, issued on *Sept. 19, 2017* at _____.

Valid until

AUG 02 2018
QUEZON CITY
[Signature]
Notary Public
ATTY. CECILIO C. LUMANTAD
NOTARY PUBLIC
ATTORNEY'S ROLL NO. 14679
IBP NO. AR000499 JAN. 3, 2018, Q.C.
PTR. NO. 6822993, JAN. 3, 2018, Q.C.
COMMISSION NO. NP-012 (2017-2018)
MCLE NO. V0007825 - MAY 13, 2015
OFFICE ADD. RSP BLDG. NO. 3 TINGG GON
QUEZON AVE. Q.C.

Doc. No. 407
Page No. 82
Book No. XLIII
Series of 2018



20 MAY 2013

ECC-CO-1301-0003

MR. BENJAMIN A. CARIASO, JR.

President

THERMA VISAYAS INC.

Aboitiz Corporate Center

Gov. Manuel A. Cuenco Avenue

Banilad, Cebu City

SUBJECT: ENVIRONMENTAL COMPLIANCE CERTIFICATE

Dear Sir:

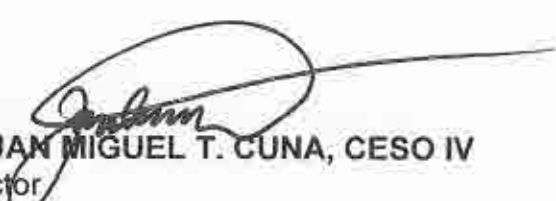
This refers to the Environmental Compliance Certificate (ECC) application of Therma Visayas Inc. for the proposed Therma Visayas Coal Fired Power Plant Project to be located at Sitio Looc, Barangay Bato, Toledo City.

After satisfying the requirements in the said application and upon recommendation of the Environmental Management Bureau (EMB), this Department has decided to grant an ECC for the above-mentioned project.

With the issuance of this ECC, you are expected to implement the measures presented in the Environmental Impact Statement (EIS) and the Environmental Management and Monitoring Plan (EMMoP), intended to protect and mitigate the project's adverse impacts on community health, welfare and the environment. Environmental considerations shall be incorporated in all phases and aspects of the project. You may proceed with the project implementation after securing all the necessary permits from other pertinent Government agencies. This Office will be monitoring the project periodically to ensure your compliance with stipulations cited in the attached ECC.

Please be guided accordingly.

Approved by the Authority of the Secretary:


ATTY. JUAN MIGUEL T. CUNA, CESO IV
OIC Director

CERTIFIED TRUE COPY
NAME: JAC
DATE: MAY 23 2013
EMB / Environmental Impact Assessment
and Management Office (EIAMO)

cc: EMB – Region VII
LGU – Province of Cebu
LGU – City of Toledo
LGU – Brgy. Bato
DOE





ENVIRONMENTAL COMPLIANCE CERTIFICATE
(Issued under Presidential Decree No. 1586)
ECC-CO-1301-003

THIS IS TO CERTIFY THAT THE PROPONENT, **THERMA VISAYAS, INC.**, as represented by its President, **Mr. Benjamin A. Cariaso, Jr.**, is granted this Environmental Compliance Certificate (ECC) for the proposed **Therma Visayas Coal Fired Power Plant Project** located in **Sitio Looc, Barangay Bato, Toledo City** by the Department of Environment and Natural Resources (DENR) through the Environmental Management Bureau (EMB).

SUBJECT ONLY to the conditions and restrictions set in this ECC and in the attached document labeled as Annexes A and B.

This Certificate is issued with the following details:

PROJECT DESCRIPTION

This certificate shall cover the construction and operation of Therma Visayas Coal-Fired Power Plant Project with a net capacity of three hundred (300) MW using Circulating Fluidized Bed (CFB) Coal Technology to be located within a 40.63 hectare property in Sitio Looc Brgy. Bato, Toledo City with the following facilities:

- 2 x 150MW CFB boilers;
- 2 x 150MW steam turbine generators;
- Coal Handling and Storage System (Enclosed conveying equipment with coal crushers);
- Coal Unloading pier;
- Barge pier;
- Cooling water intake and discharge structures for condenser cooling water;
- Auxiliary Materials Handling and Storage System;
- Seawater cooled condensers for condensing and reusing steam;
- Limestone preparation plant;
- Sand Silos;
- Ash handling and disposal area;
- Water treatment plant (Demineralization Plant);
- Desalination Plant;
- Air pollution control facilities (ie. electrostatic precipitator);
- Continuous Emission Monitoring System (CEMS);
- Wastewater treatment and sewage treatment facilities;
- Transmission line and substation for connection to VECO/NGCP for power export; and Other support facilities

CERTIFIED TRUE COPY
NAME: _____
DATE: MAY 23 2013
EMB / Environmental Impact Assessment
and Management (EIAMM)



This Certificate is issued in compliance with the requirements of Presidential Decree No. 1586, and in accordance to DENR Administrative Order (D.A.O.) No. 2003-30. Non-compliance with any of the provisions of this Certificate shall be a sufficient cause for the cancellation of this Certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (P50,000.00) for every violation thereof without prejudice to imposition of fines and penalties under other environmental laws. The EMB, however, is not precluded from reevaluating and correcting any deficiencies or errors that may be found after issuance of this Certificate.

Issued at DENR, Quezon City, Philippines, this _____.

Recommending Approval:

ATTY. MICHAEL DRAKE P. MATIAS
OIC, Chief EIAM Division

Approved by the Authority of the Secretary:

ATTY. JUAN MIGUEL T. CUNA, CESO IV
OIC, Director



STATEMENT OF ACCOUNTABILITY

I, Mr. Benjamin A. Cariaso, Jr., President, representing Therma Visayas, Inc. with office address located in Aboitiz Corporate Center, Gov. Manuel A. Cuenco Avenue, Banilad, Cebu City, takes full responsibility in complying with all conditions in this Environmental Compliance Certificate (ECC).

Signature

TIN 142-649-813

Subscribed and sworn to before me this _____ day of MAY 21 2013, 2013, the above-named affiant taking oath presenting Community Tax Certificate (CTC) No. CCI201129807066 issued on Jan 9 2013 at LAS PINAS CITY.

Notary Public

ANTHONY LEONARD C. TOPACIO
Notary Public for Makabansay, Division Office
Dated December 11, 2013
Commission No. M-406
110 Legaspi St., Legaspi Village, Makabansay, Cebu City
PTR No. 3673802, 01-03-13, Makabansay
IBP No. 924338, 01-10-13, Makabansay
Roll No. 40667

CERTIFIED TRUE COPY
NAME: Benjamin A. Cariaso, Jr.
DATE: MAY 21 2013
SME / Environmental Impact Assessment and Management Division (EIAMD)

Doc. No. 370
Page No. 8
Book No. 1
Series of 213

Environmental Compliance Certificate
Therma Visayas Coal Fired Power Plant Project
Therma Visayas, Inc (TVI)

I. CONDITIONS

ENVIRONMENTAL MANAGEMENT

All commitments, mitigating measures and monitoring requirements, contained in the Environmental Impact Statement (EIS) for the proposed Therna Visayas Power Plant Project, particularly in the Environmental Management Plan/ Environmental Monitoring Plan, including any modifications and/or additional information as approved by the EMB, shall be instituted to minimize any adverse impact of the project to the environment throughout its implementation, which shall include among others to wit:

1. Conduct an effective Information, Education and Communication (IEC) Program to inform and educate all stakeholders, especially its contractors, workers, and local residents about the mitigating measures embodied in its EIS, the conditions stipulated in this Certificate and the environmental and human safety features of the project for greater awareness, understanding and sustained acceptance of the project. The program shall be submitted to EMB Central Office on an annual basis;
2. Implement a Comprehensive Social Development Program (SDP) and submit a separate report together with the Compliance Monitoring Report (CMR) to the EMB CO and copy furnished EMB Region VII on a semi-annual basis;
3. Establish appropriate measures and buffer zones along the entire periphery of the project site with appropriate species/dense vegetation cover to enhance the condition of the ecosystems and to serve as noise, vibration and dust buffers;
4. Conduct validation of air dispersion, coastal current circulation, and thermal plume modeling prior to the start of project construction;
5. Conduct detailed site investigation which includes detailed geotechnical study, erosion and dissolution of underlying limestone, and seismic risk analysis of the power plant and jetty areas and submit copy of the studies to EMB CO and EMB Region VII prior to project construction;
6. Conduct a risk assessment prior to the start of project construction covering the entire facilities in relation to occupational health and safety to be updated at least every five (5) years, to ensure that hazards and risks are kept at the minimum;
7. Establishment of a reforestation and carbon sink program using endemic/indigenous species to mitigate greenhouse gas (GHG) emissions of the project in line with the DENR's thrust for GHG emissions reduction programs and National Greening Program. The program shall be submitted to EMB CO and EMB Region VII six (6) months prior to the project implementation;

GENERAL CONDITIONS

8. The plant operations shall conform with the provisions of RA 6969 (Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990), RA 8749 (Philippine Clean Air Act of 1999), RA 9003 (Ecological Solid Waste Management Act of 2000), and RA 9275 (Philippine Clean Water Act of 2004) and other relevant policies, rules and regulations;

Environmental Compliance Certificate
Therna Visayas Coal Fired Power Plant Project
Therna Visayas, Inc (TVI)




CERTIFIED TRUE COPY
NAME: _____
DATE: MAY 2 2013
EMB / Environmental Impact Assessment
and Management Division (EIAMD)

II. RESTRICTIONS

- 12. No activities shall be undertaken other than what were stipulated in the final EIS. Should there be any expansion of the project beyond the project description or any change in the activity or transfer of location shall be subject to a new Environmental Impact Assessment; and
- 13. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify the EMB Central Office within fifteen (15) days from the transfer of ownership to allow the necessary changes brought about by such transfer.

O.R. No : 7145366
Date : 1/17/13
Processing Fee : PhP6, 000.00

[Signature]
CERTIFIED TRUE COPY
NAME: _____
DATE: 11/17/13
EMB / Environmental Impact Assessment
and Management Division (EIAMD)



*Environmental Compliance Certificate
Therma Visayas Coal Fired Power Plant Project
Therma Visayas, Inc (TVI)*

[Signature]


[Signature]

PROJECT ASSESSMENT PLANNING TOOL

For the assistance of the Proponent and the Government agencies concerned in the management of the Project and for better coordination in mitigation of the impacts of the Project on its surrounding areas and the environment, the EIA Review Committee is forwarding these recommendations to the parties and authorities concerned for appropriate action.

OTHER REGULATORY REQUIREMENTS/CONDITIONS	CONCERNED GOVERNMENT AGENCIES/ENTITIES
1. Compliance with the Sanitation Code of the Philippines;	DOH
2. Compliance with the Labor Code of the Philippines;	DOLE – Bureau of working condition
3. Compliance with the Building Code of the Philippines	LGU concerned
4. Compliance with the Ecological Solid Waste Management Act;	LGU concerned
5. Secure tree cutting permit	FMB-DENR
6. Secure Special Use Agreement in Protected Areas (SAPA) and Foreshore Lease Agreement (FLA)	DENR
7. Secure Grid Impact Study	NGCP
ENVIRONMENTAL PLANNING RECOMMENDATIONS FOR THE PROPONENT	
8. Priority of employment shall be given to qualified local residents. Adequate public information for jobs available to local residents in the affected areas shall be provided;	
9. An independent third party shall be commissioned to undertake an environmental audit, including a continuing study of the effects of the Project on the health of the workers and affected residents, including vulnerable groups. The result of the third party environmental audit, including the auditing of risks and hazards of the Project, shall be submitted to EMB, while the result of the continuing health study shall be submitted, every two (2) years, to the Department of Health (DOH), for evaluation.	


ATTY. MICHAEL DRAKE P. MATIAS
 OIC, Chief EIAM Division


ATTY. JUAN MIGUEL T. CUNA, CESO IV
 OIC, Director

CERTIFIED TRUE COPY
 NAME: _____
 DATE: **MAY 23 2013**
 EMB / Environmental Impact Assessment and Management Division





Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
ENVIRONMENTAL MANAGEMENT BUREAU
Regional Office No. III, Turquoise Street, Zone 2, Ramar Village, San Agustin
City of San Fernando, Pampanga
Tel. Nos. (045) 455-3316, 455-3080, 455-4340
402-5071, 402-5073, 402-5074

JUN 14 2018

ECC Ref. Code No. R03-03202018-4427

SUBIC ENERZONE CORP.

Canal Road cor. Labitan St. Central Business Avenue
Subic Bay Freeport Zone, Olongapo City
Zambales

Dear Sir/Madam,

This refers to your application for an Environmental Compliance Certificate (ECC) for the **existing Power Transmission System** located at Canal Road cor. Labitan St. Central Business Avenue, Subic Bay Freeport Zone, Olongapo City, Zambales

After satisfying the requirements of the said application, this Office has decided to grant an Environmental Compliance Certificate (ECC) to the above-mentioned project.

In issuing this **CERTIFICATE**, it is expected that you will diligently secure pertinent **PERMITS/CLEARANCES** from all concerned government agencies.

With the issuance of this ECC, you are expected to implement the measures presented in the submitted Environmental Performance Report and Management Plan (EPRMP), intended to protect and mitigate the project's adverse impacts on community health, welfare and the environment. Environmental considerations shall be incorporated in all phases and aspects of the project. You may proceed with project implementation, after securing all the necessary permits from the pertinent government agencies. This Office will be monitoring the project periodically to ensure your compliance with the stipulations cited in the attached ECC.

Please be guided accordingly.

Very truly yours,

LORMELYN E. CLAUDIO, CESO IV
Regional Director

cc: LGU-Olongapo City, Zambales
City Engineers Office
Department of Health
Department of Labor and Employment
Municipal Planning Development Office
Bureau of Fire Protection



Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
ENVIRONMENTAL MANAGEMENT BUREAU

Regional Office No. III
Turquoise Street, Zone 2, Ramar Village
San Agustin, City of San Fernando, Pampanga
Tel. Nos. (045) 455-3316, 455-3080, 455-4340, 961-5206

ENVIRONMENTAL COMPLIANCE CERTIFICATE

(Issued Under Presidential Decree 1586)

R03-03202018-4427

THIS IS TO CERTIFY THAT **SUBIC ENERZONE CORP.** is granted this Environmental Compliance Certificate (ECC) for the existing **Power Transmission System at Canal Road cor. Labitan St. Central Business Avenue, Subic Bay Freeport Zone, Olongapo City, Zambales**, by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau, Region III.

SUBJECT ONLY to the conditions and restrictions set-out in this ECC and in the attached document labeled as Annex A. Recommendations have been provided in Annex B as guidance to concerned government agencies and local government units for consideration in their decision making.

It shall cover the Power Transmission Lines (Category 3.2.10) with a power generating capacity of 69 kV / 13.8kV voltage level transformation for four distribution substations. Total length of distribution line is 192.54 km.

Project Geographical Coordinates/Location


North Latitude - 14.8214055 N

East Longitude - 120.27278282 E

This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No.30-2003. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this certificate.

Issued at City of San Fernando, Pampanga this JUN 14 2018

Recommending Approval:


DENNIS O. CELESTIAL
Chief, Clearance and Permitting Division

Approved by:


LORMELYN E. CLAUDIO, CESO IV
Regional Director

SWORN STATEMENT OF OWNER/AUTHORIZED REPRESENTATIVE

I WARREN KERN B. SAKID, proponent of this POWER TRANSMISSION SYSTEM located in CANAL RD. COR. LABITAN ST. CBD AREA, SBPZ takes full responsibility in complying with all conditions contained in this Environmental Compliance Commitment (Environmental Compliance Certificate or ECC).

[Signature]
WARREN KERN B. SAKID
Signature

TIN 224-523-316-00000

Subscribed and sworn to before me this 78 JUN 2018 day of _____, 2018, the above-named affiant taking oath presenting Residence Certificate No. _____ issued on _____ 2018 at _____.

ENVENIO BACANI
NOTARY PUBLIC
0.896 - 7/3/18
Sr. 1086 - 7/3/18
No. 256
MCLE No. IV-0008753

Doc. No. 533
Page No. 117
Book No. 47
Series of 2018

I. CONDITIONS

A. ENVIRONMENTAL MANAGEMENT and MONITORING PLAN (EMMoP)

1. All mitigating measures in the submitted Environmental Performance Report and Management Plan (EPRMP) shall be implemented;
2. No Polychlorinated Biphenyl (PCB) containing Transformer Oil shall be stored in the project area;
3. Planting of native tree species shall be undertaken either within the project area and/or in other areas as part of the proponent's social and environmental program.

B. GENERAL CONDITIONS

4. The proponent shall comply with the requirements of other environmental laws, i.e. Republic Act (RA) 8749 or "The Clean Air Act of 1999", RA 6969 or "Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990", RA 9003 or "Ecological Solid Waste Management Act of 2000" and RA 9275 or "Clean Water Act of 2004", among which are:
 - Secure Permit to Operate Air Pollution Source Control Installations (APSCI)
 - Designate Pollution Control Officer (PCO)
 - Submit quarterly Self Monitoring Report (SMR)
 - Submit semi-annual Compliance Monitoring Report (CMR)
 - Register as Hazardous Waste Generator
5. Copy of Environmental Compliance Certificate (ECC) shall be posted in a conspicuous area in the administrative building;
6. The proponent shall construct a Centralized Septage Treatment Facility to treat domestic wastewater and discharges shall be in conformity with the DENR Effluent Standards pursuant to DENR Memorandum Order dated February 10, 2004 and/or shall ensure that multi-chambered septic tank shall be constructed, siphoning/desludging of the same shall be undertaken. Septage shall be hauled/transported and treated by a third party Licensed Hauler and Treater;
7. That should there be any complaint from the community related to environmental pollution, nuisance and sanitation problem brought about by the project's operation, the proponent shall be held responsible to address such problem;
8. The proponent shall allow inspection or monitoring that will be conducted by this Office anytime in coordination with concerned groups;
9. Conduct an effective Information, Education and Communication (IEC) Program to inform and educate all stakeholders, especially its contractors, workers, and local residents about the mitigating measures embodied in its IEEC, the conditions stipulated in this Certificate and the environmental and human safety features of the project for greater awareness, understanding

and sustained acceptance of the project. The program shall be submitted to EMB Regional Office on an annual basis;

10. An Abandonment Plan shall be submitted to this Office ninety (90) days prior to the project's abandonment. The plan shall include remediation, clean-up and rehabilitation measures of contaminated areas and proposed alternative project of activity suitable in the area;

II. RESTRICTIONS

11. Any expansion or modification of the approved project components shall be subject to new Environmental Impact Assessment (EIA) requirements;
12. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify this Office within fifteen (15) days as regards to the transfer of ownership.

Non-compliance with any of the provisions of this certificate shall be a sufficient cause for the cancellation or suspension of this certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (50,000.00) for every violation thereof.

OR No. : 8027626
Processing fee: P3,000.00
Date : October 18, 2016


PROJECT ASSESSMENT PLANNING TOOL


For the assistance of the Proponent and government agencies concerned in the management of the project and for better coordination in mitigation on the impact of the project on its surrounding areas and to the environment.

By way of recommendation, the following have been taken notice by the undersigned and are forwarding these recommendations to the parties and authorities concerned for proper appreciation and action.

RECOMMENDATIONS TO CONCERNED GOVERNMENT AGENCIES/LGUs	CONCERNED GOVERNMENT AGENCIES/ENTITIES
1. Provide drainage canal, concrete culverts, and other flood and erosion control measures to adequately receive and channel the run-off to the nearby receiving body of water.	LGU/Proponent
2. Provide segregation, collection, recycling, and disposal mechanism for solid waste.	LGU/Proponent
3. Comply with the rules and regulation of occupational health and safety standards.	DOH/ DOLE/Proponent
4. Protect of legal easement along creek/river i.e. establishment of linear park along the easement, construction of boundary wall to prevent encroachment of the required legal easement of adjacent creek/river and regular clean-up and desilting of adjacent creek/river to prevent clogging.	LGU /Proponent
ENVIRONMENTAL PLANNING RECOMMENDATIONS FOR THE PROPONENT	
The following are strongly recommended for the Proponent to comply for the protection of the project area and the affected environment.	
1. Undertake close monitoring to maintain a high level of safety and efficiency at all stages of the construction phase and immediately address any environmental hazard that may take place.	
2. Donate collectible recyclables to the LGU	

For dissemination and proper action of the parties concerned.


DENNIS O. CELESTIAL
Chief, Clearance and Permitting Division


LORMELYN E. CLAUDIO, CESO IV
Regional Director



Republic of the Philippines
Department of Environment and Natural Resources
Visayas Avenue, Diliman, Quezon City 1116
Tel.Nos.: (632)929-66-26to 29 (632)929-65-52
929-66-20 929-66-33to 35;929-70-41to 43

Nov 21, 2002
ENVIRONMENTAL COMPLIANCE CERTIFICATE
0112-871-203

The Department of Environment and Natural Resources (DENR) through the Environmental Management Bureau (EMB) hereby grants this Environmental Compliance Certificate (ECC) to the **Mak-ban Geothermal Powerplant Project** of the **PHILIPPINE GEOTHERMAL, INC.** and **NATIONAL POWER CORPORATION** located in Bay and calauan Laguna and Sto. Tomas, Batangas, after complying with the Environmental Impact Assessment (EIA) requirement, as prescribed in the promulgated guidelines implementing Section 3(b) of P.D. 1121 and P.D. 1586.

This certificate is being issued subject to the following conditions:

1. This certificate is valid only for the Upgrading and Rehabilitation activities of the Mak-Ban Geothermal Powerplant which involve the following: Upgrading of the Steam Gathering System, Rehabilitation of the Power Plants A,B and C and Cooling Tower System to optimize these plants' installed capacity from 55MW to 63MW per turbine unit (or to generate 378MW), and the Construction of Mono-Landfill for asbestos containing material (ACWM) situated at Bulalo 2 and Bulalo 30, each having an area of 6,135 and 8,239.1 sq.m., respectively, Turbine Overhaul, Cooling Tower System Rehabilitation;
2. The proponent shall furnish EMB with copies of the records published in broadsheet involving incidents/accidents relating to project's operation;
3. All effluents and emmissions during all project phases shall conform with the standards and other requirements set by the DENR;
4. All commitments, mitigating measures and monitoring requirements, especially those contained in the Environmental Impact Statement (EIS) particularly in the Environmental Management and Monitoring Plans, including all its modifications and additional information as approved by the EMB shall be instituted to minimize any adverse impact of the project to the environment throughout the project implementation including the following:
 - 4.1 Installation of erosion control measures along critical areas specifically where the steam pipelines are located;
 - 4.2 Regular and proper maintenance of all pollution control equipment and facilities to attain maximum efficiency. Likewise, anti-corrosion measures for protecting and maintaining the integrity of production casings and surface pipelines to prevent serious pipelines failures should be employed;
 - 4.3 Implementation of a regular pipe monitoring and pipe replacement program and

- checking of the integrity of the structures;
- 4.4 Regular checking and monitoring of the condition and the integrity of the plugged wells and the production pipes by third party and submission of corresponding report to the EMB for review and evaluation;
 - 4.5 Monitoring of the subsidence every 3-years by a third party, the results of which should be submitted every first quarter to EMB C.O. for review and evaluation as basis for revalidating allowable steam production/extraction limits;
 - 4.6 Securing and proper marking for easy identification and for security purposes of the ACWM landfill site and all waste (i.e. geothermal residues) storage areas;
 - 4.7 Installation of appropriate noise barriers especially near the generators/engines to effectively attenuate the noise emanating from the same;
 - 4.8 Regular sampling and chemical testing of community wells and springs to determine hydrogeological and geochemical changes resulting from re-injection of brine;
 - 4.9 Quarterly submission of monitoring reports on the compliance to the ECC conditions, the EMP and the DENR Emission and Effluent standards to the EMB Central and the Region Office;
 - 4.10 Effective implementation of a Comprehensive Solid Waste management Program in accordance with Ecological Solid Waste Act (RA 9003) and its Implementing Rules and Regulations throughout the life of the project;
 - 4.11 Ensure that its contractors and subcontractors properly comply with the relevant conditions of this Certificate;
 - 4.12 Implementation of a continuing Information, Education and Communication (IEC) Program including communication of environmental risks of the project operations to be funded by the proponent;
 - 4.13 Implementation of a Social Development Program (SDP) and a Community Assistance Program in coordination with appropriate agencies of the government;
5. The proponent's existing Environmental Unit (EU) headed by a DENR accredited Pollution Control Officer (PCO) shall competently handle the environment-related aspects of the project. In addition to the monitoring requirements specified in the Environmental Monitoring Plan, the EU shall also monitor actual project impacts vis-à-vis the predicted impacts and management measures in the EIS and accordingly formulate revisions to the

EMP as necessary, ensure the appropriate post-assessment permits are in place, ensure that the monitoring and reporting are carried out as required, and comply with the conditions of the ECC. The EU shall submit environmental monitoring reports to EMB Central and Region IV office;

6. The proponent shall set up the following:


- 6.1 A readily available and replenishable Environmental Guarantee Fund (EGF) to cover expenses for compensation of damages to life and property that may be caused by the project, for the rehabilitation and/or restoration of areas affected by the project's construction, operation and abandonment, for compensation of parties and communities affected by possible negative impacts and as a source of fund for contingency and clean-up activities;
- 6.2 A Multi-partite Monitoring Team (MMT) composed of representatives from the proponent, DENR, LGUs, municipal/rural health center, PO, NGO, DOE and academe (UPLB);
- 6.3 An Environmental Monitoring Fund (EMF) to cover all costs attendant to the operation of the MMT such as training, sampling and analysis, hiring of technical experts (including third party), meals, accommodations and transportation.

The proponent shall submit an Environmental Guarantee Fund (EGF) and Environmental Monitoring Fund (EMF) proposal (with supporting computation) based on the existing relevant guidelines within thirty (30) days from the receipt of this Certificate. The said amount shall be incorporated in the EGF-EMF-MMT MOA to be discussed among the signatories and the final draft should be submitted within sixty (60) days from the receipt of this ECC;

7. Submit an annual Environmental Audit Report to EMB CO for the first 5 years of operation and every 2 years thereafter;
8. This Certificate shall be considered automatically revoked if the geothermal power project rehabilitation and upgrading has not commenced within one (1) year from the receipt hereof or if suspension or stoppage of its operation extends up to two (2) years;
9. Transfer/Change of ownership of the project carries the same conditions in this Certificate for which written notification with certified transfer documents shall be submitted by herein grantee to the EMB within fifteen (15) days from such transfer;
10. An Abandonment Plan shall be submitted to the EMB Central Office and the EMB Region IV one (one) year prior to the project's abandonment schedule. The plan shall include rehabilitation measures/clean-up, remediation of areas possibly contaminated with chemical and other substances and proposed alternative projects in the area.

Non- Compliance with any of the above conditions will be sufficient cause for the suspension or cancellation of this Certificate and/or imposition of fine in the amount of Fifty Thousand Pesos (PhP 50,000.00) for every violation thereof, at the discretion of the EMB in accordance with Section 9 of P.D. No. 1586.

Granted this **NOV 21 2002**



JEFFERSON T. ALVAREZ
Secretary

cc: EMB Region IV



Department of Environment and Natural Resources
**Environmental
Management
Bureau**

Attachment 1

ENVIRONMENTAL COMPLIANCE CERTIFICATE
Ref. No. 9206-041-203 C

The Environmental Management Bureau hereby grants this Environmental Compliance Certificate (ECC) to the proposed MAKBAN GEOTHERMAL MODULAR POWER PLANT PROJECT of NATIONAL POWER CORPORATION to be located within the Makban Complex, after complying with the Environmental Impact Assessment (EIA) requirement as prescribed in the promulgated guidelines implementing Section 3(b) of P.D. 1121 and 1586.

This Certificate is being issued subject to the following conditions:

1. That this Certificate shall cover the installation and operation of the two (2) power plants each consisting of two (2) units of 20 MW modular turbine-generator sets. One power plant (Plant D) shall be installed adjacent to and east of the existing Plant A while the other plant (Plant E) shall be constructed about 1km NW of Plant A near Bulalo Well No. 54;
2. That the noise and dust generated from the use of equipment shall be kept within the prescribed standards and handling of materials during construction period shall be kept minimal so as not to cause nuisance;
3. That there shall be no discharge of plant effluent and/or solid wastes resulting from the operation and maintenance of the power plant including laboratory wastes. That a detailed program for a closed system of handling effluents and solid wastes shall be submitted prior to the start of the operation to ensure compliance with the zero discharge requirement on all effluents and solid wastes at all times;
4. That contingency program in case of accidents, equipment malfunction and other emergencies shall be submitted within sixty (60) days upon issuance of the ECC;
5. That preventive measures shall be observed within the plant's premises and appropriate gadgets shall be provided to the workers to minimize health hazards;
6. That ambient air quality including noise shall conform with the prescribed EMB-DENR standards and that the plant design shall consider the proposed revision of air quality standards;
7. That on the spot monitoring and inspections can be initiated by the EMB-DENR Region IV anytime in coordination with concerned groups;
8. That a regular medical check-up shall be provided for the workers;

9. That a continuing monitoring program for the illness associated with the project shall be undertaken in the affected areas and communities and provision of medical assistance if necessary;
10. That the proponent shall conduct a continuous and intensive public information campaign about the project operation especially the types of pollution control facilities installed;
11. That local residents shall be given top priority for employment;
12. That monitoring of the project operation shall be conducted through the organization of a multisectoral group composed of DENR, Local Government Units, Non- government Organizations representing the towns covered and the National Power Corporation and that quarterly report shall be submitted to this Office;
13. That any valid complaint on air and water pollution arising from the project operation may be a cause for suspension or revocation of this Certificate;
14. That preventive measures shall be implemented to discourage proliferation of squatters within the plant;
15. That NPC shall conduct an acid rain monitoring on the impacted area and submit the results to EMB yearly;
16. That the proponent shall put up an Environmental Guarantee Fund, the mechanics of which shall be developed by the National Power Corporation, DENR, concerned LGUs and NGOs and committed from a fixed share of profits per kilowatt-hour, a share of the royalty given to LGUs, and other funds made available from the environmental management budget of NAPOCOR and grants from funding institutions to cover expenses for the multipartite monitoring of environmental quality; immediate rehabilitation and/or indemnification of damages to properties and other related concerns within sixty (60) days from the release of this ECC; and
17. That transfer of ownership of this project carries the same conditions in this ECC for which written notification shall be made within fifteen (15) days from such transfer.

Non-compliance with any of the above stipulations will be sufficient cause for the suspension or cancellation of this Certificate and/or a fine in an amount not to exceed

Fifty Thousand Pesos (P50,000.00) for every violation thereof, at the discretion of the Bureau (Section 9 of P.D. 1586).

Given this 29th day of June 1992.



DEFFEN J. GANAPIN, JR.
OIC, Office of the Undersecretary
for Environment and Research

Recommending Approval:



RODRIGO V. FUENTES
Director

/CBU/SET/LAQ/mgk



Department of Environment and Natural Resources
**Environmental
Management
Bureau**

ENVIRONMENTAL COMPLIANCE CERTIFICATE
9112-037-203

The Environmental Management Bureau hereby grants this Environmental Compliance Certificate (ECC) to the proposed MAKBAN BINARY CYCLE GEOTHERMAL POWER GENERATING PLANT project of the NATIONAL POWER CORPORATION to be located in Bay, Laguna, after complying with the Environmental Impact Assessment (EIA) requirement as prescribed in the promulgated guidelines implementing Section 3 (b) of P.D. 1121 and 1586.

This Certificate is being issued subject to the following conditions;

1. That this Certificate is valid only for 15/73 MW Makban Binary Cycle Geothermal Power Generating Plant capacity of five (5) units, twin turbine of three (3) MW each and one (1) single turbine of 0.73 MW utilizing waste heat from the geothermal from the geothermal brine downstreams of the stream separators of the existing Geothermal Power Plant;
2. That the closed loop motive system shall be installed, operationalized and maintained to avoid/eliminate emissions of gases into the atmosphere;
3. That the geothermal brine at the end of the process shall be reinjected into reinjection wells to maintain zero discharge of effluents;
4. That the ambient air quality including noise shall be kept within the prescribed standards;
5. That the closed loop air cooling system shall be installed, operationalized and maintained to avoid/eliminate discharges of heated cooling water to surface waters;
6. That plans of operation as contained in the Project Description shall be strictly implemented and if found inadequate, project operations shall be temporarily suspended until such time that remedial measures are properly adapted;
7. That reports of monitoring of the project be submitted to this office in a summarized form semi-annually commencing from start of plant operation;
8. That all the mitigating measures indicated in the Project Description shall be implemented;
9. That on the spot monitoring and inspections can be initiated by the EMB-DENR Region IV anytime in coordination with concerned groups;

10. That all necessary permits from other government agencies shall be secured;
11. That transfer of ownership of this project carries the same conditions in this ECC for which written notification shall be made within fifteen (15) days from such transfer.

Non-compliance with any of the above stipulations will be sufficient cause for the suspension or cancellation of this Certificate and/or a fine in an amount not to exceed Fifty Thousand pesos (P50,000.00) for every violation thereof, at the discretion of the Bureau (Section 9 of P.D. 1586)

Given this March 5, 1992.


JEFFREY J. GANAPIN, JR.
OIC, Office of the Undersecretary
for Environment and Research

Recommending Approval:


RODRIGO V. FUENTES
Director

/CBU/SET/LAQ/mgk



Department of Environment and Natural Resources
**Environmental
 Management
 Bureau**

JUN 07 RECD

2/4

ENVIRONMENTAL COMPLIANCE CERTIFICATE

The Environmental Management Bureau hereby grants this Environmental Compliance Certificate (ECC) to the proposed HAK BAH BINARY CYCLE GEOTHERMAL POWER GENERATING PLANT project of the NATIONAL POWER CORPORATION to be located in Bay, Laguna, after complying with the Environmental Impact Assessment (EIA) requirement as prescribed in the promulgated guidelines implementing Section 3 (b) of P.D. 1121 and 1539.

This Certificate is being issued subject to the following conditions:

1. That this Certificate is valid only for 15.73 MW Haktan Binary Cycle Geothermal Power Generating Plant capacity of five (5) units, twin turbines of three (3) MW each and one (1) single turbine of 0.73 MW utilizing waste heat from the geothermal brine downstreams of the steam separators of the existing Geothermal Power Plant;
2. That the closed loop motive fluid system shall be installed, operationalized and maintained to avoid/eliminate emissions of gases into the atmosphere;
3. That the geothermal brine at the end of the process shall be reinjected into reinjection wells to maintain zero discharge of effluents;
4. That the ambient air quality including noise shall be kept within the prescribed standards;
5. That the closed loop air cooling system shall be installed, operationalized and maintained to avoid/eliminate discharges of heated cooling water to surface waters;
6. That plans of operation as contained in the Project Description shall be strictly implemented and if found inadequate, project operations shall be temporarily suspended until such time that remedial measures are properly adopted;
7. That results of monitoring of the project be submitted to this office in a summarized form semi-annually commencing from start of plant operation;
8. That all the mitigating measures indicated in the Project Description shall be implemented;
9. That on-the-spot monitoring and inspections can be initiated by the EMB-DENR Region IV anytime in coordination with concerned groups;

6th Floor, Philippine Heart Center Bldg., East Avenue, Diliman, Quezon City, 3008 Metro Manila, Philippines

Telephone nos. 87-32-51, 87-56-80, 87-56-09 or 80 04-21 local 2801, 2802, 2853 Cable: ENVIRONMENTAL MANAGEMENT BUREAU

NATIONAL POWER CORPORATION
 PTS DIVISION - MBGPP

M. REYES

JUN 2007

12.00

10. That all necessary permits from other government agencies shall be secured;

11. That transfer of ownership of this project carries the same conditions in this ECC for which written notification shall be made within fifteen (15) days from such transfer.

Non-compliance with any of the above stipulations will be sufficient cause for the suspension or cancellation of this Certificate and/or a fine in an amount not to exceed Fifty Thousand Pesos (P50,000.00) for every violation thereof, at the discretion of the Bureau (Section 9 of P.D. 1586).

Given in this


MAR 5 1992

DELFIN J. GANAPIN, JR.
OIC, Office of the Undersecretary
for Environment and Research

Recommending Approval

R. D. FUENTES
ROBERTO D. FUENTES
Director

/ESD/SET/LAQ/mg

 Environmental
Management
Bureau

ATTACHMENT 1

ENVIRONMENTAL COMPLIANCE CERTIFICATE

RA No. 9206-041-203 C

The Environmental Management Bureau hereby grants this Environmental Compliance Certificate (ECC) to the proposed MAK-BAN GEOTHERMAL MODULAR POWER PLANT PROJECT OF NATIONAL POWER CORPORATION to be located within the Makban Complex, after complying with the Environmental Impact Assessment (EIA) requirement as prescribed in the promulgated guidelines implementing Section 3 (b) of P.D. 1121 and 1596.

This Certificate is being issued subject to the following conditions:

1. That this Certificate shall cover the installation and operation of two (2) power plants each consisting of two (2) units of 20 MW modular turbine-generator sets. One power plant (Plant D) shall be installed adjacent to and east of the existing Plant A while the other plant (Plant E) shall be constructed about 1Km. NW of Plant A near Sulalo Well No. 54;
2. That the noise and dust generated from the use of equipment shall be kept within the prescribed standards and handling of materials during construction period shall be kept minimal so as not to cause nuisance;
3. That there shall be no discharge of plant effluent and/or solid wastes resulting from the operation and maintenance of the power plant including laboratory wastes. That a detailed program for a closed system of handling effluents and solid wastes shall be submitted prior to the start of the operation to ensure compliance with the zero discharge requirement on all effluents and solid wastes at all times;
4. That contingency program in case of accidents, equipment malfunction and other emergencies shall be submitted within sixty (60) days upon issuance of the ECC;
5. That preventive measures shall be observed within the plant's premises and appropriate gadgets shall be provided to the workers to minimize health hazards;
6. That ambient air quality including noise shall conform with the prescribed EMB-DENR standards and that the plant design shall consider the proposed revision of air quality standards;
7. That on the spot monitoring and inspections can be initiated by the EMB-DENR Region IV anytime in coordination with concerned groups;
8. That a regular medical check-up shall be provided for

the workers;

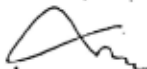
9. That a continuing monitoring program for the illness associated with the project shall be undertaken in the affected areas and communities and provision of medical assistance, if necessary;
10. That the proponent shall conduct a continuous and intensive public information campaign about the project operation especially the types of pollution control facilities installed;
11. That local residents shall be given top priority for employment;
12. That monitoring of the project operation shall be conducted through the organization of a multisectoral group composed of DENR, Local Government Units, Non-government Organizations representing the towns covered and the National Power Corporation and that quarterly report shall be submitted to this Office;
13. That any valid complaint on air and water pollution arising from the project operation may be a cause for suspension or revocation of this Certificate;
14. That preventive measures shall be implemented to discourage proliferation of squatters within the plant;
15. That NPC shall conduct an acid rain monitoring on the impacted area and submit the results to EMB yearly;
16. That the proponent shall put up an Environmental Guarantee Fund the mechanics of which shall be developed by the National Power Corporation, DENR, concerned LGUs and NGOs and committed from a fixed share of profits per kilowatt-hour, a share of the royalty given to LGUs, and other funds made available from the environmental management budget of NAPCOR and grants from funding institutions to cover expenses for the multipartite monitoring of environmental quality; immediate rehabilitation and/or indemnification of damages to properties and other related concerns within sixty (60) days from the release of this ECC; and
17. That transfer of ownership of this project carries the same conditions in this ECC for which written notification shall be made within fifteen (15) days from such transfer.

Non-compliance with any of the above stipulations will be sufficient cause for the suspension or cancellation of this

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Certificate and/or a fine in an amount not to exceed Fifty Thousand Pesos (P50,000.00) for every violation thereof, at the discretion of the Bureau (Section 9 of P.D. 1586).

Given this 29th day of June 1992.



DELFIN J. GANAPIN, JR.
OIC, Office of the Undersecretary
for Environment and Research

Recommending Approval:



RODRIGO U. FUERTES
Director

/CBU/SET/LAQ/mek



Republic of the Philippines
Department of Environment and Natural Resources
Visayas Avenue, Diliman, Quezon City 1110
Tel. Nos.: (632) 929-66-26 to 29 • (632) 929-65-52
929-66-20 • 929-66-33 to 35
929-70-41 to 43

NOV 21 2002

ENVIRONMENTAL COMPLIANCE CERTIFICATE
0112-071-203

The Department of Environment and Natural Resources (DENR) through the Environmental Management Bureau (EMB) hereby grants this Environmental Compliance Certificate (ECC) to the **Mak-Ban Geothermal Power Plant Project** of the **PHILIPPINE GEOTHERMAL, INC.** and **NATIONAL POWER CORPORATION** located in Bay and Calauan Laguna and Sto Tomas, Batangas, after complying with the Environmental Impact Assessment (EIA) requirement, as prescribed in the promulgated guidelines implementing Section 3(b) of P.D. 1121 and P.D. 1586.

This Certificate is being issued subject to the following conditions:

1. This Certificate is valid only for the Upgrading and Rehabilitation activities of the Mak-Ban Geothermal Power Plant which involve the following: Upgrading of the Steam Gathering System, Rehabilitation of the Power Plants A, B, and C and Cooling Tower System to optimize these plants' installed capacity from 55MW to 63MW per turbine unit (or to generate 378 MW), and the Construction of Mono-Landfill for asbestos containing material (ACWM) situated at Bulalo 2 and Bulalo 30, each having an area of 6,135 and 8,239.1 sq.m., respectively, Turbine Overhaul, Cooling Tower System Rehabilitation;
2. The proponent shall furnish EMB with copies of the records published in broadsheet involving incidents/accidents relating to project's operation;
3. All effluents and emissions during all project phases shall conform with the standards and other requirements set by the DENR;
4. All commitments, mitigating measures and monitoring requirements, especially those contained in the Environmental Impact Statement (EIS) particularly in the Environmental Management and Monitoring Plans, including all its modifications and additional information as approved by the EMB shall be instituted to minimize any adverse impact of the project to the environment throughout the project implementation including the following:
 - 4.1 Installation of erosion control measures along critical areas specifically where the steam pipelines are located;
 - 4.2 Regular and proper maintenance of all pollution control equipment and facilities to attain maximum efficiency. Likewise, anti corrosion measures for protecting and maintaining the integrity of production casings and surface pipelines to prevent serious pipelines failures should be employed;
 - 4.3 Implementation of a regular pipe monitoring and pipe replacement program and regular checking of the integrity of the structures supporting the pipes especially after major storm or earthquake;

- 4.4 Regular checking and monitoring of the condition and integrity of the plugged wells and the production pipes by third party and submission of corresponding report to the EMB for review and evaluation;
- 4.5 Monitoring of the subsidence every 3-years by a third party, the results of which should be submitted every first quarter to EMB C.O. for review and evaluation as basis for revalidating allowable steam production/extraction limits;
- 4.6 Securing and proper marking for easy identification and for security purposes of the ACWM landfill site and all waste (i.e., geothermal residues) storage areas;
- 4.7 Installation of appropriate noise barriers especially near the generators/engines to effectively attenuate the noise emanating from the same;
- 4.8 Regular sampling and chemical testing of community wells and springs to determine hydrogeological and geochemical changes resulting from re-injection of brine;
- 4.9 Quarterly submission of monitoring reports on the compliance to the ECC conditions, the EMP and the DENR Emission and Effluent standards to the EMB Central and Regional Office;
- 4.10 Effective implementation of a Comprehensive Solid Waste Management Program in accordance with Ecological Solid Waste Act (RA 9003) and its Implementing Rules and Regulations throughout the life of the project.
- 4.11 Ensure that its contractors and subcontractors properly comply with the relevant conditions of this Certificate;
- 4.12 Implementation of a continuing Information, Education and Communication (IEC) Program including communication of environmental risks of project operations to be funded by the proponent;
- 4.13 Implementation of a Social Development Program (SDP) and a Community Assistance Program in coordination with appropriate agencies of government,

5. The proponent's existing Environmental Unit (EU) headed by a DENR accredited Pollution Control Officer (PCO) shall competently handle the environment-related aspects of the project. In addition to the monitoring requirements as specified in the Environmental Monitoring Plan, the EU shall also monitor actual project impacts vis-a-vis the predicted impacts and management measures in the EIS and accordingly formulate revisions to the EMP as necessary, ensure the appropriate post-assessment permits are in place, ensure that monitoring and reporting are carried out as required, and comply with the conditions of the ECC. The EU shall submit environmental/monitoring reports to the EMB Central and Region IV Office.;


NOV 21 2002

6. The proponent shall set up the following:

- 6.1 A readily available and replenishable Environmental Guarantee Fund (EGF) to cover expenses for compensation of damages to life and property that may be caused by the project, for rehabilitation and/or restoration of areas affected by the project's construction, operation and abandonment, for compensation of parties and communities affected by possible negative impacts and as a source of fund for contingency and clean-up activities :
- 6.2 A Multipartite Monitoring Team (MMT) composed of representatives from the proponent, DENR, LGUs, municipal/rural health center, PO, NGO, DOE and academe (UPLD);
- 6.3 An Environmental Monitoring Fund (EMF) to cover all costs attendant to the operation of the MMT such as training, sampling and analysis, hiring of technical experts (including third party), meals accommodations and transportation.

The proponent shall submit an Environmental Guarantee Fund (EGF) and Environmental Monitoring Fund (EMF) proposal (with supporting computation) based on the existing relevant guidelines within thirty (30) days from the receipt of this Certificate. The said amount shall be incorporated in the EGF-EMF-MMT MOA to be discussed among the signatories and the final draft should be submitted within sixty (60) days from the receipt of this ECC;

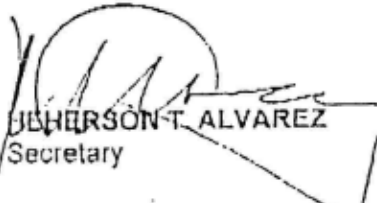
7. Submit an annual Environmental Audit Report to EMB CO for the first 5 years of operation and every 2 years thereafter;
8. This Certificate shall be considered automatically revoked if the geothermal power project rehabilitation and upgrading has not commenced within one (1) year from receipt hereof or if suspension or stoppage of its operation extends up to two (2) years;
9. Transfer/change of ownership of the project carries the same conditions in this Certificate for which written notification with certified transfer documents shall be submitted by herein grantee to the EMB within fifteen (15) days from such transfer;
10. An Abandonment Plan shall be submitted to the EMB Central Office and the EMB Region IV one (1) year prior to the project's abandonment schedule. The plan shall include rehabilitation measures/clean-up, remediation of areas possibly contaminated with chemical and other substances and proposed alternative projects in the area.



NOV 21 2002

Non-compliance with any of the above conditions will be sufficient cause for the suspension or cancellation of this Certificate and/or imposition of fine in the amount of Fifty Thousand Pesos (PhP 50,000.00) for every violation thereof, at the discretion of the EMB in accordance with Section 9 of P.D. No. 1586.

Granted this **NOV 21 2002**



JHERSON T. ALVAREZ
Secretary

cc: EMB Region IV



SEP 08 2009

Mr. Luis Miguel Aboitiz

Director

AP RENEWABLES INC. (APRI)

110 Legazpi Street, Legaspi Village,
Makati City

Subject : **ECC TRANSFER OF OWNERSHIP**

Dear **Mr. Aboitiz**:

This refers to your request for transfer of ownership of ECCs issued for the following projects:

1. Mak-Ban Geothermal Modular Power Plant Project (ECC Ref. Code No. 9206-041-203C);
2. Upgrading and Rehabilitation of Mak-Ban Geothermal Power Plants A and B (ECC Ref. No. 0112-871-203); and
3. Mak-Ban Binary Cycle Geothermal Power Generating Plant Project (ECC Ref. 9112-037-203).

Based on evaluation of the documents submitted, the said request is hereby approved.

Please be advised that this transfer shall carry with it the environmental liability and obligations including ECC compliance reporting requirement of the former proponent of each of the above projects. Further, all other conditions stipulated in the ECCs shall remain in force unless otherwise revised in writing. Any expansion and/or modification of approved operations shall be subjected to a new Environmental Impact Assessment (EIA) requirement.

With respect to the other permits and requirements, please coordinate with our EMB CALABARZON Regional Office located at 1515 L & S Building, Roxas Boulevard, Ermita Manila.

Very truly yours,


JULIAN D. AMADOR
Director



Republic of the Philippines
Department of Environment and Natural Resources
ENVIRONMENTAL MANAGEMENT BUREAU
DENR Compound, Visayas Avenue, Diliman, Quezon City 1116
Telephone Nos.: 925-47-93 to 97
Email : emb@emb.gov.ph
Visit us at <http://www.emb.gov.ph>

SEP 28 2009

Mr. Luis Miguel Aboitiz
Director
AP RENEWABLES INC. (APRI)
110 Legazpi Street, Legaspi Village,
Makati City

Subject : **ECC TRANSFER OF OWNERSHIP**

Dear **Mr. Aboitiz**:

This refers to your amendment request for transfer of ownership of **ECC No. 0109-642-203** issued on September 10, 2002 for the **Tiwi Geothermal Power Plant Project** located at Tiwi, Albay from National Power Corporation to APRI.

Based on evaluation of the submitted Joint Certificate of Turnover between APRI and Power Sector Assets and Liabilities Management Corporation (PSALM), Securities and Exchange Commission (SEC) registration, and the Amended Articles of Incorporation of APRI, the said request is hereby approved. Please be advised that this transfer shall carry with it the environmental management commitments and obligations including ECC compliance reporting. Further, all other conditions stipulated in the above-cited ECC shall remain in force unless otherwise revised in writing. Expansion and/or modification of approved operations shall be subject to an Environmental Impact Assessment (EIA) requirement.

With respect to the other permits and requirements, please coordinate with our EMB Region V Office located at Regional Center, Rawis, Legaspi City with telephone number (052) 482-0197.

Very truly yours,


JULIAN D. AMADOR
Director

cc: EMB Region V



Republic of the Philippines
 Department of Environment and Natural Resources

Vizayas Avenue, Diliman, Quezon City, 1100
 Tel. Nos. (632) 929-60-28 to 29 • (632) 929-62-22
 929-64-20 • 929-56-33 to 35
 929-70-41 to 43

SEP 10 2012

ENVIRONMENTAL COMPLIANCE CERTIFICATE
 0109-642-203

The Department of Environment and Natural Resources (DENR) through the Environmental Management Bureau (EMB) hereby grants this Environmental Compliance Certificate (ECC) to NATIONAL POWER CORPORATION and PHILIPPINE GEOTHERMAL, INC. for the Tiwi Geothermal Power Plant located at Tiwi, Albay, after complying with the Environmental Impact Assessment (EIA) requirement, as prescribed in the promulgated guidelines implementing Section 3(b) of P.D. 1121 - *Creating the National Environmental Protection Council* and P.D. 1588 - *Establishing the Environmental Impact System of the Philippines*.

This Certificate is being issued subject to the following conditions:

1. This Certificate is valid only for the Upgrading and Rehabilitation activities of the Tiwi Geothermal Power Plant which involve the following: Matalibong Ridge Steam Upgrade, Condensate and Brine Injection System Upgrade, Rehabilitation and Operation of the 330 MW Power Plant (consisting of six 55-MW units arranged in three plants), and Establishment of an Asbestos Containing Waste Materials (ACWM) Landfill with an area of 7,000 square meters located at Nag 20 which is within the proclaimed geothermal reserve of 17,661 hectares centered at coordinates 123° 38.4' South Longitude and 13° 28.2' North Latitude;
2. The steam extraction rate shall not exceed 6,930 kg.-lbs./hour. This allowable extraction rate shall be revalidated by EMB every three (3) years based on the results of subsidence modeling and monitoring;
3. The proponent shall conduct a modeling on the magnitude of subsidence for a period of at least 25 years to predict the impact of withdrawal of steam on infrastructure, settlement areas, and the communities. The report shall be submitted to the EMB Central and Region V Offices within 90 days from receipt of this ECC as basis for re-validation of the maximum extraction rate;
4. The proponent shall submit within 60 days from the receipt of this Certificate a documentation/transcription of the forum (specifically attended by the fisher folk, farmers, Indigenous Peoples) initiated by the proponent and conducted by a third party (i.e. LGU, EMB Region V) regarding the project's impacts, mitigating measures, and benefits. Relevant concerns that will be raised shall be addressed by the proponent;
5. The proponent shall furnish EMB Central Office with copies of the records published in a broadsheet involving incidents/accidents relating to project's operation for the past five years and every five years from the time the court case decision is issued;
6. All commitments, mitigating measures and monitoring requirements especially those contained in the Environmental Impact Statement (EIS) particularly in the Environmental Management and Monitoring Plans (EMMP), including all its modifications and additional information, as approved by the EMB shall be instituted to minimize any adverse impact of

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Tiwi Geothermal Power Plant Project
 ECC-0109-642-203
 Page 1 of 4

Let's Go Green!



the project to the environment throughout the project implementation including the following:

- 6.1 Installation of erosion control measures along critical areas especially where the steam pipelines are located to prevent gully erosion;
- 6.2 Regular and proper maintenance of all pollution control equipment and facilities at all times to attain maximum efficiency. Likewise, anti-corrosion measures for protecting and maintaining the integrity of production casings and surface pipelines to prevent serious sidelines failures shall be employed;
- 6.3 Implementation of a regular pipe monitoring and pipe replacement program and regular checking of the integrity of the structures supporting the pipes especially after a major storm or earthquake;
- 6.4 Regular checking and monitoring of the condition and integrity of the plugged wells and the production pipes by a third party and submission of the corresponding report to the EMB Central Office for review and evaluation;
- 6.5 Annual monitoring of the subsidence by a third party, the results of which shall be submitted every first quarter of the year to EMB Central Office for review and evaluation as basis for revalidating allowable steam production/extraction limits. Likewise a detailed site grading plan with a contour interval of one meter shall be provided and shall be used as a basis for subsidence monitoring;
- 6.6 Securing and proper marking of the ACWM landfill site and all waste (i.e., geothermal residues) storage areas for easy identification and for security purposes;
- 6.7 Regular monitoring of Cadmium (Cd) in soil within the primary impact (geothermal steam production) area;
- 6.8 Installation of appropriate noise barriers especially near the generator/engines to effectively attenuate the noise emanating from the same;
- 6.9 Regular sampling and chemical testing of community wells and springs to determine hydrogeological and geochemical changes resulting from re-injection of brine;
- 6.10 Quarterly submission of monitoring reports on the compliance to the EOC conditions, the EMMP and other pertinent DENR Regulations to the EMB Central and Regional Offices;
- 6.11 Effective implementation of its Comprehensive Solid Waste Management Program in accordance with the Ecological Management Act of 2000 and its Implementing Rules and Regulations throughout the life of the project. Solid wastes including construction spoils/debris must be properly stockpiled and disposed of in permanent, stabilized areas away from any water bodies and drainage systems, and maintained in safe and non-polluting conditions;



SEP 10 2002



- 6.12 Ensure that its contractors and subcontractors properly comply with the relevant conditions of this Certificate;
 - 6.13 Implementation of a continuing Information, Education and Communication (IEC) Program including communication of environmental risks of project operations to be funded by the proponent and
 - 6.14 Implementation of a Social Development Program (SDP) and a Community Assistance Program including employment priority for qualified local residents and assistance program for livelihood and skills training among affected families, health (medical and dental) services, education services (with the objective of improving their learning capacity and help them provide for their basic needs) in coordination with the DENR and other appropriate government agencies.
7. The proponent's existing Environmental Unit (EU) headed by a qualified/accredited Pollution Control Officer (PCO) shall competently handle all environment-related aspects of the project. In addition to the monitoring requirements as specified in the Environmental Monitoring Plan, the EU shall also monitor actual project impacts vis-a-vis the predicted impacts and management measures in the EIS and accordingly formulate revisions to the EMP as necessary, ensure the appropriate post-assessment permits are in place, ensure that monitoring and reporting are carried out as required, and comply with the conditions of the ECC. The EU shall submit environmental monitoring reports to EMS Central and Region V Offices;
8. An Annual Environmental Audit Report shall be submitted to EMS Central and Regional Offices within the first quarter of the succeeding year.
9. The proponent shall set up the following:
- 9.1 A readily available and replenishable Environmental Guarantee Fund (EGF) or equivalent financing instrument to cover expenses for compensation of damages to life and property that may be caused by the project, for rehabilitation and/or restoration of areas affected by the project's construction, operation and abandonment, for compensation of parties and communities affected by possible negative impacts and as a source of fund for contingency and clean-up activities;
 - 9.2 A Multiparty Monitoring Team (MMT) composed of representatives from the proponent, DENR, LGUs, and stakeholder communities/NGO; and
 - 9.3 An Environmental Monitoring Fund (EMF) to cover all costs attendant to the operation of the MMT such as training, sampling and analysis, hiring of technical experts, meals accommodations and transportation.


 SEP 10 2002

Two Geothermal Power Plant Project
 ECC-0100-542-101
 Page 3 of 4



The proponent shall submit an Environmental Guarantee Fund (EGF) and Environmental Monitoring Fund (EMF) proposal (with supporting computation) based on the existing relevant guidelines within thirty (30) days from the receipt of this Certificate. The said amount shall be incorporated in the EGF-EMF-MMT MOA to be discussed among the signatories and the final draft shall be submitted within sixty (60) days from the receipt of this ECC.

10. This Certificate shall be considered automatically revoked if the geothermal power project rehabilitation and upgrading has not commenced within one (1) year from receipt hereof or if suspension or stoppage of its operation extends up to two (2) years.
11. Transfer/change of ownership of the project carries the same conditions in this Certificate for which written notification with certified transfer documents shall be submitted by herein grantees to the EMB within fifteen (15) days from such transfer.
12. An Abandonment Plan shall be submitted to the EMB Central and Region V Offices, one (1) year prior to the project's abandonment schedule. The plan shall include rehabilitation/clean-up measures, remediation of areas possibly contaminated with chemical and other substances and proposed alternative projects in the area.

Non-compliance with any of the above conditions shall be sufficient cause for the suspension or cancellation of this Certificate and/or imposition of fine in the amount of Fifty Thousand Pesos (Pn= 50,000.00) for every violation thereof, at the discretion of the EMB in accordance with Section 9 of P.D. No. 1588.

Granted this **SEP 10 2002**

HEHERSON T. ALVAREZ
Secretary

SEP 10 2002

EMB Region V



ENVIRONMENTAL COMPLIANCE CERTIFICATE (0402-044-4220)

The Environmental Management Bureau (EMB) of the Department of Environment and Natural Resources (DENR), Region V hereby grants this Environmental Compliance Certificate (ECC) to the Proposed Permeability Enhancement of Production and Injection Wells Project at the Tiwi Geothermal Field of National Power Corporation and Philippine Geothermal, Inc. located at Tiwi, Albay after complying with the EIA requirements as prescribed in the promulgated guidelines implementing Presidential Decree No. 1586.

This Certificate is being issued subject to the following conditions:

General Conditions

1. This Certificate shall cover only the Proposed Permeability Enhancement of Production and Injection Wells Project, particularly Nag-16, Nag-32, Nag-69, and Mat-21 at the Tiwi Geothermal Field, Tiwi, Albay;

Pre-Operation Phase

2. That the proponent shall conduct Information Education Campaign to communities near the project sites and adjoining areas to clearly disseminate the scope and Environmental Management Plan of the project;
3. That all permits and clearances duly required by other government agencies shall be secured prior to project implementation;
4. That an ECC Billboard, with dimensions of at least 2 feet x 4 feet, shall be installed at all entry/exit points and at all perimeters of the project site facing public thoroughfares and proof of compliance shall be submitted to DENR-EMB Regional Office V within three (3) months from issuance of this Certificate;

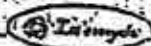
Operation Phase

5. That a procedure on chemical transport including a map of the route(s) to be used during the transport of chemicals shall be provided to this Office prior to transport and potential hazards along the route shall be identified along with its corresponding mitigating measures;
6. That all workers shall be appropriately trained on health and safety procedures in the handling of chemicals;
7. That emergency response procedures shall be applied according to contingency plan in case of accidents and chemical spills;

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Telephone Nos. : (052) 482-0167 (Office of the Regional Director)
 (052) 820-3040 (Office of the Envtl. Quality Division)
 (052) 820-3530 (Office of the EIA Division)
 (052) 820-5285
 E-mail : emb@denr.gov.ph

8. That all well sites covered by this Certificate shall be isolated with a temporary protective barriers or perimeter fences in order to prevent unauthorized entry to the well site;

9. That the proposed project shall be covered by the monitoring activities of the Multi-partite Team (MMT) of the Twi Geothermal Field project;

10. That qualified, local residents shall be given preference in the employment of workers;

11. That all mitigating measures stated in the submitted Environmental Management Plan shall be strictly followed and monitored;

12. That should any damage to property or life resulting from the project's operation, the proponent shall pay just and reasonable compensation to aggrieved parties;

13. That all damages or adverse impacts caused to the environment resulting from the implementation of the project due to non-adoption of appropriate or adequate mitigating measures shall be the sole responsibility or liability of the proponent;

14. That the proponent shall provide all facility workers with the appropriate Personnel Protective Equipment (PPE) and shall require the use of the safety gears at the project site at all times;

15. That applicable traffic safety and warning signs along routes and work over areas shall be provided in order to prevent traffic accidents and obstruction of traffic flow during project implementation;

16. That appropriate and effective solid waste management system shall be adopted for the project in such a way that all solid wastes generated from the project's operation shall be segregated, collected, handled, and disposed properly in an appropriate site duly approved by this Office so as not to cause nuisance to immediate environment;

17. That appropriate measures to control, abate, or minimize air, noise and odor pollution so as to conform with DENR Standards shall be adopted and maintained at all times during the project operation;

18. That on-the-spot monitoring and inspection can be initiated by the DENR V anytime in coordination with concerned parties;

Post-Operation Phase

19. That effective post work over clean-up procedures shall be implemented upon completion of the activity, and

20. That transfer of ownership of this project carries the same conditions in this ECC for which written notification shall be made by herein grantee to this Office within fifteen (15) days from such transfer.

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Telephone Nos. : (02) 422-4197 (Office of the Regional Director)
(02) 620-6948 (Office of the Envt. Quality Division)
(02) 620-2336 (Office of the EA Division)
(02) 620-6065
E-mail : ea@denr.gov.ph

Non-compliance with any of the above stipulations or misrepresentation in the submitted documents will be sufficient cause for the suspension or cancellation of this ECC and/or a fine in the amount not to exceed Fifty Thousand Pesos (P 50,000.00) for every violation thereof, at the discretion of this Office (Section 9 of P.D. No.1586)

Given this FEB 16 2004

THIS CERTIFICATE SHALL NOT BE CONSTRUED AS A PERMIT

Recommending Approval

[Signature]
HENRY A. LOPEZ

DIC, Environmental Impact Assessment
and Management Division

Approved By:

[Signature]

GILBERT C. GONZALES
Regional Director

We hereby accept the terms and conditions of this Certificate as above stated:

NATIONAL POWER CORPORATION

By:

[Signature]
ALBERTO F. BADILLO
Plant Manager

PHILIPPINE GEOTHERMAL, INC.

By:

[Signature]
MINERVA O. BATOON
Twi Asset Manager

Procedural Screening Fee P100.00
Database Management Fee 1,000.00
Processing Fee 1,700.00
O.R. No./Date 1125759/11-3-03P 1,000.00

CC: Planning
PEMCO Albay
Office of the Regional Director
Division
Records (File folder)

City Desk\LANECC\Documents\NPG-PGI final ECC.doc



Telephone No. (052) 222-0197 (Office of the Regional Director)
(052) 220-5949 (Office of the Envtl. Quality Division)
(052) 820-2538 (Office of the EIA Division)
(052) 220-8065

Telex No. 320000
Fax No. 320000
E-mail: lanec@pepco.com.ph



DEPARTMENT OF
ENVIRONMENT AND
NATURAL RESOURCES

REGION V, LEGASPI CITY

R. A. APELO

15 JUL 1994

ENVIRONMENTAL COMPLIANCE CERTIFICATE
(ECC-PGI-94G-05AL-058)

The DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES through the *Environmental Management and Protected Areas Services (EM/PAS)* in Region V hereby grants this Environmental Compliance Certificate (ECC) to the proposed Tiwi Laboratory Wastes Injection Project of the PHILIPPINE GEOTHERMAL INCORPORATED located at Tiwi, Alifan after complying with the Environmental Impact Assessment (EIA) requirements as prescribed in the promulgated of P.D. 1586.

This Certificate is being issued subject to the following conditions:

1. That this Certificate is only valid for the Laboratory Wastes Injection Project at the Niug-3 Booster Pump House located at Bo. Sogod, Tiwi, Albay;
2. That the proponent shall observe all safety measures during the entire project implementation;
3. That only personnel with proper training on the handling and operational procedures of the proposed disposal system shall be involved in the project;
4. That adequate mitigating measures shall be provided during handling, transport and disposal to prevent accidental spillage of the laboratory wastes to the immediate environment;
5. That adequate ventilation at the working area shall be provided;
6. That the ventilation of the wastes tank shall be extended to height that the volatile gases cannot be perceived by the working personnel;
7. That adequate protective coverings shall be provided to ensure no accidental spillage occurs during transport of the wastes;
8. That guidelines and procedures prescribed under RA 6969 shall be strictly observed during the implementations of this project;
9. That no groundwater at the immediate environment shall be adversely affected by the project;
10. That all groundwater source in the immediate vicinity shall be monitored by the proponent to verify possible contamination from the injected wastes;
11. That on-the-spot monitoring and inspections can be initiated by the ENB or DENR V anytime in coordination with concerned parties; and

T. S. VILLANUEVA

AUG 25 1994

12. That transfer of carries the same functions that which notification shall be made to this Office within (15) days from such transfer.

Non-compliance with any of the above stipulations will be sufficient cause for the suspension or cancellation of this Certificate and/or a fine in an amount not to exceed Fifty Thousand Pesos (P 50,000) for every violation thereof, at the discretion of the Bureau (section 9 of P.D. 1356).

Given this 28th day of July, 1994, Legazpi City, Philippines.

Recommending Approval


RUDY R. VILLANUEVA
Regional Technical Director

Approved


PEDRO C. CALEON
Regional Executive Director

ECC Fee	P 300.00
P.D. 1356	P 10.00
OR No.	6474966
Date	8-12-94

Enclosure

Page 1

ENVIRONMENTAL COMPLIANCE CERTIFICATE (0407-162-5012)

The Environmental Management Bureau (EMB) of the Department of Environment and Natural Resources (DENR), Region V hereby grants this Environmental Compliance Certificate (ECC) to the *Tiwi Warehouse 3 & 4 Hazardous Waste Storage Facility Project of Philippine Geothermal, Incorporated* located at *Brgy. Cararayan, Tiwi, Albay* after complying with EIA requirements as prescribed in the promulgated guidelines implementing Presidential Decree No. 1586.

This Certificate is being issued subject to the following conditions.

1. That the *Tiwi Warehouse 3 & 4 Hazardous Waste Storage Facility Project of Philippine Geothermal, Incorporated* is a rehabilitation of the Existing *Warehouse 3 & 4 of NPC Plant B Complex, at Brgy. Cararayan, Tiwi, Albay* and is within the 176,610,000 square meters area as established in Proclamation No. 739;
2. That this Certificate shall be valid only for storage of hazardous waste materials generated in the operation of NPC and PGI which type and quantity are listed below:

Type	HW No.	Quantity
Silica Sludge	D 402/407	265 m ³ /yr
Silica Scales	D 402/407	90 m ³ /yr
Power Plant Cooling Tower Sludge	D 402/407	60 m ³ /yr
Laboratory Wastes (Acid Waste)	B 299	6000 li/yr
Battery Acid/Batteries	B 299	93 li/yr
Paints/resins/adhesives	E 601/602	10 gal/yr
Asbestos containing waste materials	M 502	50 m ³ /yr
Used Oil	I 101	550 gal/yr
Expired/Spent Chemicals	E 699	
Pathogenic or infectious Wastes	M 501	5 kgs/yr

3. That all waste materials and debris generated during project construction and operation shall be properly disposed in an appropriate disposal area pursuant to Republic Act 9003;
- * 4. That the facility shall be provided with adequate and effective storm drainage to ensure that no flooding or obstruction of natural waterway shall occur in the immediate environment;
5. That qualified local residents shall be given preference in the employment of workers;
6. That no waste shall be stored at the facility without undergoing the Toxicity Characteristic Leaching Procedure Test, or any other DENR recognized testing procedures that will determine applicability of the storage of the waste.



AMVIA

7. That all facility personnel handling toxic/hazardous waste shall be required to undergo training on safety procedures and hazardous waste management, and proof of training shall be submitted to this Office prior to project implementation;
8. That an effective regular monitoring system and provision of fire-safety facilities shall be effected and provided to prevent fire hazards;
9. That appropriate and adequate measures to control, abate or minimize air, water, noise and odor pollution so as to conform with DENR Standards shall be adopted and maintained at all times during the project operation.
10. That collection, storage, transport, treatment and disposal of hazardous wastes shall be made in accordance with the prescribed guidelines and procedures embodied under RA 6969 and its implementing rules and regulations, as well as other related issuances.
11. That all wastes shall be hauled only by legitimate waste transporters duly authorized and permitted by EMB, or any authorized agency.
12. That a quarterly monitoring report shall be submitted to the EMB including types and quantity of the wastes generated.
13. That in case of chemical spills, same should be recovered and the corresponding contaminated soil be treated per Section 26.3 of DAO 29.
14. That all necessary permits pursuant to the provisions of R.A. 6969, otherwise known as "Toxic Substances and Hazardous and Nuclear Waste Control Act of 1990" for its waste treatment, storage and disposal premises shall be secured prior to project implementation.
15. That no significant expansion and/or modification of the approved project components shall be undertaken without the clearances and permits secured from this Office.
16. Any misleading/false information submitted to this Office shall be sufficient cause for the revocation/cancellation of this Certificate.
17. That all the mitigating measures stated in the submitted Initial Environmental Examination shall be strictly followed and monitored.
18. That should any damage to property or life resulting from the project's construction and operation, the proponent shall pay just and reasonable compensation to aggrieved parties.
19. That fast-growing trees shall be planted in appropriate vacant spaces within the project area so as to serve as buffer zone to adjoining areas.
20. That all damages or adverse impacts caused to the environment resulting from the implementation of the project due to non-adoption of appropriate or adequate mitigating measures shall be the sole responsibility or liability of the proponent.
21. That clearances/permits/licenses expressly required by other government agencies/instrumentalities must be secured/complied with before the implementation of the project, otherwise this ECC shall be considered null and void ab initio.


22. That an ECC Billboard, with dimensions of at least 2 feet x 4 feet, shall be installed at all entry/exit points and at all perimeters of the project site facing public thoroughfares and proof of compliance shall be submitted to DENR-EMB Regional Office V within three (3) months from issuance of this Certificate;
23. That on-the-spot monitoring and inspection can be initiated by the DENR V anytime in coordination with concerned parties; and
24. That transfer of ownership of this project carries the same conditions in this ECC for which written notification shall be made by herein grantee to this Office within fifteen (15) days from such transfer.

Non-compliance with any of the above stipulations or misrepresentation in the submitted documents will be sufficient cause for the suspension or cancellation of this ECC and/or a fine in the amount not to exceed Fifty Thousand Pesos (P 50,000.00) for every violation thereof, at the discretion of this Office (Section 9 of P.D. No. 1586)

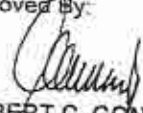
Given this **JUL 21 2004**

THIS CERTIFICATE SHALL NOT BE CONSTRUED AS A PERMIT

Recommending Approval:


HENRY A. LOPEZ
 OIC, Environmental Impact Assessment
 and Management Division


Approved By:


GILBERT C. GONZALES
 Regional Director

I hereby accept the terms and conditions of this Certificate as above stated.

PHILIPPINE GEOTHERMAL, INCORPORATED

By:


MINERVA O. BATOON
 Vice President – Tiwi Asset

Procedural Screening Fee	Php. 300.00
Database Management Fee	1,000.00
Processing Fee	1,700.00
O.R. No. /Date	

Cc: Planning
PEMO Albay
Office of the Regional Director
Division
Records (File folder)

EA03 C: MyDocs\Witha\NECC\Warehouse-Dym\The Warehouse



April 07, 2006

ENVIRONMENTAL COMPLIANCE CERTIFICATE
(0602-038-9200)

The Environmental Management Bureau, Regional Office V (EMB-V) hereby grants the Environmental Compliance Certificate (ECC) to the Proposed Geothermal Residue Non-Hazardous Disposal Landfill Facility Project of Unocal Philippines, Incorporated (UPI) located at Tivoli Geothermal Power Plant Complex, Tivoli, Albay after complying with Environmental Impact Assessment (EIA) requirements as prescribed in the promulgated guidelines implementing Presidential Decree No. 1586.

This Certificate is hereby being issued subject to the following conditions:

1. That the Proposed Geothermal Residue Non-Hazardous Disposal Landfill Facility Project of Unocal Philippines, Incorporated shall be located within the Tivoli Geothermal Power Plant Complex, Tivoli, Albay.
2. That a Toxicity Characteristic Leaching Procedure (TCLP) test shall be conducted and the results submitted to this Office prior to any backfilling activity.
3. That only Toxicity Characteristic Leaching Procedure (TCLP) pass geothermal residue sludge and sludge coming from UPI Warehouse 3 & 4 Hazardous Waste Storage Facility shall be used as an alternative landfill materials for four (4) sumps scheduled to be decommissioned, WS-5A, WS-7, WS-10 and WS-10 with aggregate volume of not more than 1,800 cubic meters.
4. That the proponent shall conduct Information Education Campaign Seminars near the project site and adjoining areas to clearly disseminate the scope and Environmental Management Plan of the project.
5. That a Local Government Unit (LGU) certification for WS-5A, WS-7 and WS-10 shall be submitted to this Office prior to project implementation.
6. That monitoring wells located in different elevations shall be installed to serve as monitoring stations for groundwater quality monitoring for Physico-Chemical and Metal analytes including but not limited to acidity, concentration, pH, TSS, color, mercury, lead and cadmium.
7. That all solid wastes generated from the operation of the establishment shall be properly collected, stored and disposed in accordance with RA 9003, otherwise known as "The Ecological Solid Waste Management Act of 2000".
8. That the facility shall conform with the requirements, procedures and standards under RA 6955, otherwise known as "Toxic Substances and Hazardous and Nuclear Waste Control Act of 1990" governing the operation of the project.
9. That the project operation shall not cause disturbance of the public health, safety and property at any time.
10. That noise, dust and exhaust emissions from the plant's machinery and equipment shall be regulated in accordance with prescribed DENR Standards pursuant to RA 8691, otherwise known as "The Environmental Clean Air Act of 1999".
11. That all workers shall be provided with appropriate Personal Protective Equipment (PPE) during working hours.
12. That all the mitigating measures stated in the submitted EIS shall be strictly followed and monitored.

Approved: _____
 Director
 Environmental Management Bureau
 (057) 482-9197 (Office of the Regional Director)
 (052) 020-5948 (Office of the Senior Deputy Director)
 (052) 820-2536 (Office of the HR Director)
 (052) 820-5065
 embpac5@embobank.net.ph



13. That a self-monitoring report on establishment's operation and other environmental concern shall be submitted to this Office starting from the project implementation at the end of every semester.
14. That should any damage to property or life resulting from the project's operation, the proponent shall pay just and reasonable compensation to aggrieved parties.
15. That a Mandatory Environmental Insurance Coverage shall be secured from DENR accredited insurance companies as mandated under DAO 2005-06 prior to project implementation.
16. That all damages or adverse impacts caused to the environment resulting from the implementation of the project due to non-adoption of appropriate or adequate mitigating measures shall be the sole responsibility of the proponent.
17. That clearances/permits/licenses expressly required by other government agency establishments must be secured/complied with before the implementation of the project.
18. That on-the-spot monitoring and inspection can be initiated by the DENR V anytime in coordination with concerned parties; and
19. That transfer of ownership of this project carries the same conditions as this ECC for which written notification shall be made by herein grantee to this Office within fifteen (15) days from such transfer.

Non-compliance with any of the above stipulations or misrepresentation in the submitted documents will be sufficient cause for the suspension or cancellation of this ECC and/or a fine in the amount not to exceed Fifty Thousand Pesos (P50,000.00) for every violation thereof, at the discretion of this Office (Section 9 of P.D. No. 1586).

Given this **APR 07 2006**

THIS CERTIFICATE SHALL NOT BE CONSTRUED AS A PERMIT

Recommending Approval:

HENRY A. LOPEZ
 OIC, Environmental Impact Assessment and Management Division

Approved By:

GILBERT C. GONZALEZ
 Regional Director

I hereby accept the terms and conditions of this Certificate as above stated

UNOCAL PHILIPPINES, INC.
 By:

WILSON C. CLEMENTE
 Manager, Technical Affairs

Annual Monitoring Fee	₱ 300.00
Industrial Management Fee	₱ 500.00
Planning Fee	₱ 700.00
Initial Fee	₱ 1,200.00
	2127.0000 (21,270.0000)

Planning
 P&MD Allow
 Office of the Regional Director
 Division
 Receipts if any

Telephone Nos: (052) 482-0197 (Office of the Regional Director)
 (052) 820-5948 (Office of the Env'l Quality Division)
 (052) 820-2536 (Office of the EIA Division)
 (052) 820-5065
 Toll-Free No.:
 E-mail: empas5@pnbolabk.net.ph



Republic of the Philippines
Department of Environment and Natural Resources
ENVIRONMENTAL MANAGEMENT BUREAU
Cordillera Administrative Region
Baguio City

ENVIRONMENTAL COMPLIANCE CERTIFICATE

CAR 0808 - 077 - 4021 (Amended)

AMENDING the Environmental Compliance Certificate (ECC) No. CAR 0808 - 077 - 4021 issued by the EMB, DENR-CAR on August 12, 2008 to **SN Aboitiz Power-Benguet, Inc. (SNAPBI)** for the proposed rehabilitation and upgrade of the **Ambuklao Hydroelectric Power Plant** located at Ambuklao, Bokod, Benguet, pursuant to Section 8.3 of DAO 2003-30.

I, **PAQUITO T. MORENO, JR.**, Regional Director, EMB-CAR, by virtue of the powers vested in me by law, do hereby order:

Section 1. Amendment

Item 1 of the Scope of the ECC No. CAR 0808 - 077 - 4021, is amended and shall now read as follows:

"This Certificate covers the construction of new headrace/intake and tailrace/outlet structures including the change in the old headrace tunnel plugging point, refurbishing of plant equipment and appurtenances and/or, as described in the submitted documents;"

Section 2. Applicability

All provisions of the ECC No. CAR 0808 - 077 - 4021 issued on August 12, 2008 for the project not hereto amended shall remain valid and existing.

Section 3. Effectivity


This Amendment is issued in the interest of all concerned parties and shall take effect immediately.

Done in the City of Baguio, Philippines, this DEC 01 2010
day of _____, Year Two Thousand Ten.

RECOMMENDING APPROVAL:

APPROVED:


NESTOR M. DONAAL
Chief, EIA Division


PACUITO T. MORENO, JR.
Regional Director

Amendment of ECC Condition P 1,200.00 O.R. No. 122375 Date 12-2-10
Legal Research Fee P 240.00 O.R. No. _____ Date _____

NOTE: NOT VALID WITHOUT SEAL



638-2015

Republic of the Philippines
Department of Environment and Natural Resources
ENVIRONMENTAL MANAGEMENT BUREAU
Cordillera Administrative Region
DENR Compound, Gibraltar, Baguio City
Telephone Nos. 442-3896, 446-2881, Telefax 446-6440

CERTIFICATE OF ACCREDITATION

COA No. 2015-CAR-015

Pursuant to Section 8 of Administrative Order No. 2014-02 dated February 3, 2014 (Revised Guidelines for Pollution Control Officer Accreditation) of the Department of Environment and Natural Resources and having substantially met all the requirements prescribed therein,

CLIFFORD S. DAILAY

is hereby duly accredited as

POLLUTION CONTROL OFFICER

of

**SN Aboitiz Power, Benguet Inc.,
Ambuklao Hydroelectric Power Plant**

located at

Brgy. Ambuklao, Bokod, Benguet

Granted this 20th day of March, Twenty Hundred and Fifteen

This accreditation is valid until March 20, 2018 unless sooner revoked for cause. The accreditation shall be renewed not later than one (1) month prior to its expiration.


ENGR. MARIA DOHICA N. HIPE
OIC, Regional Director

CATEGORY B

Processing Fee: PhP 500.00
O.R. No. 2672243/03-06-15

NOTE: NOT VALID WITHOUT SEAL

REPUBLIC OF THE PHILIPPINES
PROVINCE OF BENGUET
BOKOD
MUNICIPAL HEALTH OFFICE

SANITARY PERMIT TO OPERATE

SN ABOUTIZ POWER BENGUET INC.

Issued to _____

(Registered Name)

POWER GENERATION

(Type of Establishment)

Address : AMBUKLAO HYDRO POWER PLANT, Ambuklao, Bokod, Benguet

Sanitary Permit No. SP2015-184

Date Issued: JANUARY 16, 2015

Date of Expiration: December 31, 2015

This permit is not transferable and will be revoke for violation of the Sanitary rules, Laws or Regulation of P.D. 522, P.D. 856 and R.A. 9003 and Pertinent Local Ordinances.

Recommending Approval:


BRENT S. PLINO

Rural Sanitation Inspector

Approved:


LILIAN L. VELASCO, MD

Municipal Health Officer

O.R. No. _____

Amount Paid: _____

Date of Issue: _____

Place of Issue: BOKOD, BENGUET

DISPLAY IN PLAIN VIEW



Republic of the Philippines
Department of Environment and Natural Resources
ENVIRONMENTAL MANAGEMENT BUREAU
Cordillera Administrative Region
Baguio City

ENVIRONMENTAL COMPLIANCE CERTIFICATE

CAR 0903 - 032 - 4021 (Amended)

AMENDING the Environmental Compliance Certificate (ECC) No. CAR 0903 - 032 - 4021 issued by the EMB, DENR-CAR on April 21, 2009 to **SN Aboitiz Power-Benguet, Inc. (SNAPBI)** for the proposed rehabilitation and upgrade of the **Binga Hydroelectric Power Plant** located at Tinongdan, Itogon, Benguet, pursuant to Section 8.3 of DAO 2003-30.

I, **PAQUITO T. MORENO, JR.**, Regional Director, EMB-CAR, by virtue of the powers vested in me by law, do hereby order:

Section 1. Amendment

Item 1 of the Scope of the ECC No. CAR 0903 - 032 - 4021, is amended and shall now read as follows:

"This Certificate covers the construction of new high level intake/headrace, refurbishing of plant equipment and appurtenances and/or, as described in the submitted documents;"

Section 2. Applicability

All provisions of the ECC No. CAR 0903 - 032 - 4021 issued on April 21, 2009 for the project not hereto amended shall remain valid and existing.

Section 3. Effectivity


This Amendment is issued in the interest of all concerned parties and shall take effect immediately.

Done in the City of Baguio, Philippines, this _____
day of _____, Year Two Thousand Eleven.

RECOMMENDING APPROVAL:

APPROVED:


NESTOR M. DONAAL
Chief, EIA Division


PAQUITO T. MORENO, JR.
Regional Director

Amendment of ECC Condition	<u>P 1,200.00</u>	O.R. No.	<u>1818/28</u>	Date	<u>2-1-11</u>
Legal Research Fee	<u>P 240.00</u>	O.R. No.		Date	

NOTE: NOT VALID WITHOUT SEAL



637-2015

Republic of the Philippines
Department of Environment and Natural Resources
ENVIRONMENTAL MANAGEMENT BUREAU
Cordillera Administrative Region
DENR Compound, Gibraltar, Baguio City
Telephone Nos. 442-3896, 446-2881, Telefax 446-6440

CERTIFICATE OF ACCREDITATION

COA No. 2015-CAR-014

Pursuant to Section 8 of Administrative Order No. 2014-02 dated February 3, 2014 (Revised Guidelines for Pollution Control Officer Accreditation) of the Department of Environment and Natural Resources and having substantially met all the requirements prescribed therein,

JESSIE A. PALMA

is hereby duly accredited as

POLLUTION CONTROL OFFICER

of


**SN Aboitiz Power, Benguet Inc.,
Binga Hydroelectric Power Plant**

located at

Brgy. Tinongdan, Itogon, Benguet

Granted this 20th day of March, Twenty Hundred and Fifteen

This accreditation is valid until March 20, 2018 unless sooner revoked for cause. The accreditation shall be renewed not later than one (1) month prior to its expiration.


ENGR. MARIA DORICA N. HIPE
OIC, Regional Director

CATEGORY B

Processing Fee: PhP 500.00
O.R. No. 2672244/03-06-15

NOTE: NOT VALID WITHOUT SEAL



Republic of the Philippines
 Province of Benguet
 Municipality of Itogon
Municipal Health Office



SANITARY PERMIT

TO OPERATE

Issued to SN ADDITIZ POWER BENG INC.
 (Registered Name)

HYDRO POWER
 (Type of Establishment)

Address: BINGA, TINONGDAN

Sanitary Permit No. 15-005-054, Date Issued: 16 JANUARY 2015

Date of Expiration: December 31, 2015.

This permit is not transferable and will be revoked for violation of the Sanitary Rules, Laws or Regulation of P.D.522 & P.D. 856 and Pertinent Local Ordinances.

Recommending Approval:

(Signature)
EDWIN V. CARANTES
 Sanitation Inspector

Approved:

(Signature)
OLIVER P. GUADAÑA, M.D.
 Municipal Health Officer

"Healthy nation through Food Sanitation"



JUL 19 2007

CNC NO. 0707 - 009 - 020

Mr. Rodolfo T. Azanza, Jr.
Manager
SN ABOITIZ POWER, INC.
9/F Tower 1 Ayala Avenue
Makati City

Subject : **Certificate of Non-Coverage (CNC)**

Dear Mr. Azanza:

This refers to your request for a **Certificate of Non Coverage (CNC)** for the **360 MW Magat Hydroelectric Power Plant (MHEP)** located in Barangay Aguinaldo, Municipality of Ramon, Province of Isabela and Barangay Sto. Domingo, Municipality of Alfonso Lista, Province of Ifugao.

After evaluation of your submitted documents, it was determined that the plant has been operational prior to the implementation of the Philippine Environmental Impact Statement (EIS) System in 1982. As such, the said plant is not covered by the EIA requirement based on the Procedural Manual for DENR Administrative Order No. 30 Series of 2003 "Implementing Rules and Regulations (IRR) of the Philippine Environmental Impact Statement (EIS) System".

Please be reminded, however, that the Certificate of Non-Coverage will apply only if the plant's existing capacity of 360 MW will remain. An increase in the capacity would subject the plant and its expansion to the EIA requirement.

Further, you are advised to comply with other environmental regulations such as the RA 9275 (Philippine Clean Water Act of 2004) and RA 8749 (Philippine Clean Air Act of 1999). You may proceed with the project implementation after securing all the necessary permits from concerned agencies.

Very truly yours,

DR. ELY ANTHONY R. OUANO
OIC-Director

O.R. No. 6920942
Amount 100.00
Date 7-10-07

cc: EMB Region 2 Office
EMB CAR Office

10. Health and sanitation practices shall be observed at all times and protective gadgets/devices shall be provided to all workers to prevent accidents or minimize hazards posed by the project;
11. An Environmental Risk Assessment (ERA) inclusive of but not limited to natural hazards shall be conducted and the same shall be submitted to the DENR-EMB for approval not later than six (6) months after receipt of this ECC. An environmental risk auditing report shall be submitted to the EMB and the DENR Regional Units annually;
12. The proponent shall submit to EMB a detailed oil spill contingency plan which includes the proponent's and supplier's responsibilities in the clean-up in case of oil spills, fire and leakages during transport and handling of the fuel oil within ninety (90) days after the issuance of ECC;
13. Qualified local residents including women in the impact areas shall be given priority for employment;
14. The proponent shall assist the LGUs in the provision of medical/dental, education and other social services to residents in the area and its vicinities in coordination with the Department of Health (DOH), the Department of Social Welfare and Development (DSWD) and the Department of Education, Culture and Sports (DECS);

The proponent in coordination with local health officials shall conduct an annual medical check-up and monitoring on the health of the workers and affected residents and submit report to EMB and the DENR Regional Units;
15. The proponent shall maintain a quarterly consultation with the nearby residents, concerned LGUs and representatives of the Carbon Market Management, the report of which shall be submitted to the DENR Regional Units;
16. The proponent shall set-up an Environmental Guarantee Fund (EGF) to cover the expenses for indemnification of damages to life and property that might be caused by the project including rehabilitation and/or restoration of areas affected by the project's implementation and decommissioning of the activities related to the prevention of possible negative impacts including its required monitoring. It shall be set up within thirty (30) days from the receipt of this ECC through a separate MOA with the DENR Region VII and the EMB. The absence of this shall cause cancellation of this ECC;
17. A Multiparty Monitoring Team (MMT) to be composed of the representatives of the proponent, the DENR, the LGUs, a local environmental NGO and the affected communities shall be organized through a MOA within thirty (30) days from receipt of this ECC. The MMT shall monitor weekly the impacts of the project and the proponent's compliance with the ECC conditions and applicable laws, rules and regulations.

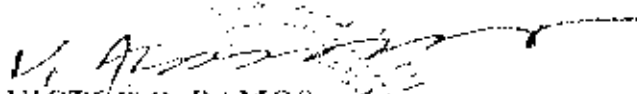
Within thirty (30) days upon receipt of the ECC, an Environmental Monitoring Fund (EMF) shall be established to cover all costs attendant to the operation of the MMT such as committee organization, transportation, etc.

19. An Environmental Unit (EU) shall be created by the management to handle the environment-related aspects of the project. The EU shall submit environmental/monitoring reports to the EMB and the DENR Regional Units on a quarterly basis and coordinate with the MMT;
20. The proponent shall undertake an effective Information Education Campaign (IEC) to explain publicly its mitigative measures as well as the conditions of this ECC. It shall open opportunities to educate the public, interested academic institutions and other parties on the environment and human health safety features of the project.

To assure the objectivity of presentation, the IEC activities shall be funded by the proponent but implemented by a joint team of the proponent, the DENR and an NGO. The proponent shall submit a detailed IEC Program to the EMB, the DENR Regional Units and the LGUs annually and a report of its implementation bi-annually;
21. On-the-spot monitoring and inspection may be conducted by the EMB and/or the DENR Regional Units in coordination with the concerned groups;
22. All other necessary permits from concerned government agencies shall be secured prior to the operation of the power plant;
23. Any expansion/modification of drilling operations will be subjected to a new environmental impact assessment requirements; and
24. The transfer of ownership of this project carries the same conditions in this Certificate for which written notification shall be made to the DENR-EMB within fifteen (15) days from such transfer;

Non-compliance with any of the above stipulations will be sufficient cause for the suspension or cancellation of this Certificate and/or a fine in an amount not to exceed Fifty Thousand Pesos (P 50,000.00) for every violation thereof, at the discretion of the Bureau (Section 9 of P.D. 1586).

Given this 17th day of Nov., 1997.


VICTOR O. RAMOS

Secretary



DEPARTMENT OF
ENVIRONMENT AND
NATURAL RESOURCES

NOV 14 1999

9303-012-0070
NACTAN POWER CORPORATION (NPC)
4th Floor, Ortigas Building,
Ortigas Avenue, Pasig,
Metro Manila

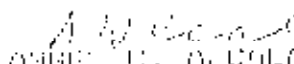
Gentlemen :

This has reference to your proposed 50 MW DIESEL/GENCO/FIRED POWER PLANT located at Bactan Export Processing Zone, Bactan, Cebu.

After evaluation of the documents submitted on the aforesaid project, this Office has decided to grant the same an Environmental Compliance Certificate (ECC).

You may proceed with project implementation after securing the necessary permits from the pertinent government agencies. Please be advised, however, that this Office will be monitoring the project periodically to ensure your compliance with the stipulations cited in the attached Environmental Compliance Certificate (ECC). Further, any expansion of currently approved operations will be subject to the Environmental Impact Assessment (EIA) requirements.

Very truly yours,


ARMIN A. VELASCO
Secretary

CC: Environment Sector
DENR - Region VII

.. BAV/HPD/LEC/RF



DEPARTMENT OF
ENVIRONMENT AND
NATURAL RESOURCES

ENVIRONMENTAL COMPLIANCE CERTIFICATE

The Environmental Management Bureau hereby grants this Environmental Compliance Certificate (ECC) to the 50 MW DIESEL/BUNKER-FIRED POWER PLANT of HOCTAN TRAIL CORPORATION located at Naclan Export Processing Zone, Naclan, Cebu, after complying with the Environmental Impact Assessment (EIA) requirement as prescribed in the promulgated guidelines implementing Section 3 (b) of P.D. 1121 and 1316.

This Certificate is being issued subject to the following conditions:

1. OPERATION PHASE :

1. This Certificate shall cover the construction and operation of a 50 MW Diesel-Fired Power Plant to be located at lot No. 9 and 10, Block 3 within the Naclan Export Processing Zone, Naclan, Cebu;
2. Plant operation shall commence only after all necessary permits from the government agencies including Local Government Units (LGU) endorsement have been secured for the project. DENR-EMB shall be informed of the date when operation commences;
3. The plant shall be designed, constructed and operated in conformity with the National Structural Code of the Philippines and with the submitted Environmental Impact Statement (EIS);
4. Revegetation shall be undertaken immediately upon completion of construction activities;
5. Proper solid waste management and disposal shall be implemented in conformity to the Code of Sanitation of the Philippines (P.D. 056);
6. That all plant effluents and emissions including noise shall conform with the DENR Standards;
7. Appropriate species should be planted around the project perimeter to serve as a buffer zone to attenuate the noise generated by plant operation and absorb SO₂ emissions;



DEPARTMENT OF
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II. OPERATIONS PHASE :

8. Fuel specification must meet the requirements set by the DENR Administrative Order No. 14;
9. The smoke stack shall have a minimum height of forty (40) meters with the provision to upgrade further should the dispersion of emission and assimilative capacity of air atmosphere requires;
10. Air and water pollution control devices shall be installed and maintained effectively. Effluents and effluents including noise shall meet the DENR air/water quality standards;
11. During the construction and operation of the plant, utmost regard must be given to the safety of workers by providing them with safety gadgets and following safety rules that minimize work-related risks and hazards.
12. The proponent shall regulate and continuously monitor the groundwater extraction to prevent saltwater intrusion;
13. Proper mitigating measures shall be effected to prevent oil spills and leakages and used oil shall be disposed of properly;
14. All other mitigating measures indicated in the EIS shall be complied with in addition to the specific measures indicated above.

III. ENVIRONMENTAL MONITORING :

15. An Environmental Monitoring Plan shall be submitted to this Office sixty (60) days from receipt thereof. The same shall be implemented upon approval of this Office.
16. Monitoring of stack emissions and ambient air quality (TSP, SO₂, NO_x) shall be conducted at least twice a month during the first six months of operation and once every quarter thereafter. The results of which shall be submitted to EHR and DENR Region VII;
17. Should effluents and emissions exceed the standards as determined by the monitoring team, operations shall be



DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

IV. OTHERS :

- 18. The EPC shall formulate and pursue a program for awareness and preparedness for emergency events resulting from fire, explosion, spills or release of hazardous materials;
- 19. That transfer of ownership of this project carries the same conditions in this Certificate for which written notification shall be made to the DENR-LPS within fifteen (15) days from such transfer;

Non-compliance with any of the above stipulations will be sufficient cause for the suspension or cancellation of this Certificate and/or a fine in an amount not to exceed Fifty Thousand Pesos (P50,000.00) for every violation thereof, at the discretion of the Bureau (Section 7 of P.D. 1986).

Given this

OCT 13 1983

[Signature]
ANSEL B. ALCALA
Secretary

Recommending Approval:

[Signature]
RODRIGO U. FUENTES
Director

NOV 21 1983



Republic of the Philippines
Department of Environment and Natural Resources
ENVIRONMENTAL MANAGEMENT AND PROTECTED AREAS SERVICES
Region VII, Cebu, Marikina City
Tel. No. 82100 / 81062 / 81111

December 18, 1997

SUBJECT: Approval of ECC

Mr. Emilio H. Javier
Senior Vice President - Operations
EAST ASIA POWER UTILITIES
Ibo, Lapu-Lapu City

Dear Mr. Javier:

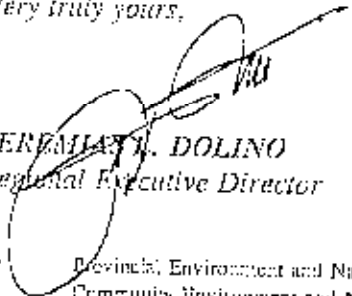
This has reference to your proposed Mooring and Fuel Oil receiving facility for the 50 MW Mactan Diesel Power Plant located at Barangay Ibo, Lapu-Lapu City.

After evaluating the Initial Environmental Examination (IEE) document you submitted and with the favorable recommendation from the engineer who evaluated the document, this Office has determined that the same may be granted an Environmental Compliance Certificate (ECC).

You are advised to read carefully the conditions in the attached ECC and to secure all the necessary permits from other concerned government agencies. Please note that this Office will be conducting periodic ocular inspection to monitor the said ECC conditions. Be further reminded that any changes in your project in the future will be subject to the Environmental Impact Assessment (EIA) requirements.

Please be guided accordingly.

Very truly yours,


JEREMIAS J. DOLINO
Regional Executive Director

cc: Provincial Environment and Natural Resources Office (PENRO) - Cebu
Community Environment and Natural Resources Office (CENRO) - Cebu City
City Council of Lapu-Lapu
Barangay Council of Ibo

Grow a tree for legacy



Republic of the Philippines
Department of Environment and Natural Resources
ENVIRONMENTAL MANAGEMENT AND PROTECTED AREAS SERVICES
Region VII, Bantale, Marikina City
Tel. No. 82100 / 81062 / 81111

ENVIRONMENTAL COMPLIANCE CERTIFICATE
(ECC-97L-07CE-146)

The **ENVIRONMENTAL MANAGEMENT AND PROTECTED AREAS SERVICES** of the **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES**, Region VII hereby grants this **ENVIRONMENTAL COMPLIANCE CERTIFICATE (ECC)** to **EAST ASIA POWER UTILITIES** for the Proposed Mooring and Fuel Oil receiving facility for the 50 MW Mactan Diesel Power Plant located in Barangay Ibo, Lapu-lapu City after complying with the **ENVIRONMENTAL IMPACT ASSESSMENT (EIA)** requirements as prescribed in the promulgated guidelines implementing the revised rules and regulations of P.D. 1586.

This Certificate is being issued subject to the following conditions:

1. *This certificate is valid only for the installation of concrete anchors and deadman for anchoring purposes and the 200 mm. diameter by 260 meters submarine pipeline and its appurtenant connections for the transport of fuel oil from the tankers to the tank from the power plant.*
2. *Turbidity during construction of the trench using backhoe and air flushing shall be controlled so as not to affect adjoining areas.*
3. *Installation of the pipeline shall be in accordance with the norms of the oil industry and safety code requirements.*
4. *Pumping of fuel oil shall be conducted in a secured manner to prevent overflowing in the tank farm and spills/leaks on hose connections going into the surface waters.*
5. *Delivery of fuel-oil shall be scheduled at daytime to facilitate unloading and to minimize potential accident spillage. Where necessary, delivery during nighttime should be fully supervised by trained operators with adequate lighting, security and two way communication system.*
6. *To ensure sanitation, dumping of solid and liquid waste overboard from the tankers should be restricted.*
7. *Periodic checking as to the mechanical integrity of the mooring and receiving facility should be implemented.*
8. *Oil containment and collection equipment to contain and collect accident spills should be ready and functional throughout the life of the project.*
9. *At no time will sludges from the tank farm be disposed to the sea via the pipeline.*

- 10. No other structure shall be constructed except those mentioned in the report that will constrict normal seawater circulation.
- 11. All other permits from concerned agencies shall be complied with prior to implementation of the project.
- 12. Transfer of ownership of this project carries the same conditions in this Certificate for which written notification shall be made by herein grantee to this Office within fifteen (15) days from such transfer.


Non-compliance with any of the above stipulations will be sufficient cause for the suspension or cancellation of this Certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (P50,000.00) for every violation thereof, at the discretion of this Office (Section 9 of P.D. 1585).

Given this 18th day of December, 1997.

Conforme:


 EMILIO H. JAVIER
 Senior Vice President - Operations

Approved:


 JEREMIAS S. DOLINO
 Regional Executive Director

Recommending Approval:


 ALAN C. ARRANGUEZ
 OIC, Regional Technical Director
 EMPAS

NATIONAL POWER CORPORATION

Dilliman, Quezon City

Environmental Impact Statement

M D P B P

Mindanao Diesel Power Barge Project

Nasipit, Agusan Del Norte

Maco, Davao Del Norte

Environmental Management Department
Environmental Impact Assessment Division

June 1992

EXECUTIVE SUMMARY

Mindanao Diesel Power Barge Project

Project Description

The proposed project is composed of two units of barge-mounted diesel plant having a guaranteed combined generating output of 200 MW. One power barge will be moored in Sitio Lawis, Bgy. Sta Ana, Nasipit, Agusan del Norte, and one in Bgy. San Roque, Maco, Davao del Norte.

The Diesel Power Barge is designed to use Bunker C for its fuel. The fuel oil requirement of the power barges operating continuously at a total rated capacity of 200 MW is estimated at 5,555 barrels per day which will be supplied by the three existing refineries in Luzon. In the event of unforeseen circumstances where there is a shortage of fuel supply, fuel will be imported.

Each power barge unit shall be a fully packaged and integrated diesel engine generating plant. It shall consist of a floating non-self-propelled barge, two diesel generating units (50 MW each) with centrifuge system, demineralized water treatment system, fuel oil tank, fresh water tank, sea water ballast tank, and accommodating quarter and shall be moored as one complete body at site after towing.

Each diesel generating set shall be a compression ignition engine, water cooled and of trunk piston design equipped with exhaust gas turbocharger and with charge air cooler capable of operating for the type of fuel oil specified. The engine shall be medium speed with a nominal rated output of 50 MW measured at the generator terminal.

To operate the plants within the DENR standards, safety features such as ducting and silencing equipment, oil-water separator, adequately designed smoke stack, fire fighting equipment, and sufficient protective devices shall be incorporated in the design of the project.

The overall construction schedule of this project will entail a period of 21 months reckoned from the start of the effectivity of the contract. The first power barge is expected to be operational by October 1993 and the second unit 2 months later.

The power to be generated from the proposed power barges will be tapped to the Mindanao Grid through cut-in connection to the nearest interconnection point of the existing 138 KV transmission line system at each site.

EXISTING ENVIRONMENT

Site 1 - Nasipit, Agusan del Norte

Geology/Terrain/Soil

The project site is delineated by a chain of mountain ranges from the south, mostly aligned in a SW-NE direction descending towards Butuan Bay. These mountain ranges are interrupted by major rivers and several minor creeks draining towards the same bay. The highest elevation at the interior is 765 m AMSL.

The structural pattern in the area is dominated by N-S and SE trending faults and folds. The eastern part of the province is traversed by northerly aligned faults believed to be the southern extension of the Philippine Rift Zone which is traced as far north as Lingayen Gulf and as far south as the eastern Visayas and eastern Mindanao. This is reflected by abrupt range fronts of the Pacific Cordillera bordering the Davao-Agusan Trough and the northerly aligned mountain ranges.

Meteorology/Air Quality

The climate in eastern Mindanao has been classified under Type III of Corona's Classification of Philippine climate.

The data used for the site weather characterization were those obtained from 1981 to 1985 records of Butuan Synoptic Station which is approx. 20 km west of the proposed project site. The project site is under Type III climate and the prevalent wind directions are NW and ESE. The NW wind prevails from December to February while the ESE wind prevails from March to July.

Air sampling was conducted on April 1-4, 1992 to measure baseline concentrations of SO₂, NO₂ and suspended particulate matter (SPM) or air particulates (AP). Air quality measurements at and around the proposed mooring site indicate general compliance with the DENR ambient standards of 850 ug/scm, 190 ug/scm and 250 ug/scm for one-hour exposure, respectively.

Hydrology/Water Quality

The proposed mooring site for the 2 x 50 MW Mindanao Diesel Power Barge Project is located at the southernmost portion of the small cove in Butuan Bay located in Nasipit, Agusan del Norte. The small cove is locally known as Nasipit Bay. It is well protected by land masses except the northernmost part which extends to Butuan Bay.

The mean range of the tide in Nasipit Bay is 0.85 m and the diurnal range is 1.25 m.

Water quality of Nasipit Bay has not yet been classified by the DENR as to its most beneficial uses. However, Nasipit Bay can be classified as Class SC [1) Recreational Water Class II (e.g., boating, etc.); 2) Fishery Water Class II (commercial and sustenance fishing); 3) Marshy and/or mangrove areas declared as fish and wildlife sanctuaries] since it was observed that sustenance fishing, bathing, general purpose washing, and navigation are its major uses. Water quality measurements conducted in Nasipit Bay indicate compliance with Class SC waters.

The source of potable water supply of Nasipit town is groundwater and is being distributed by Nasipit Water District.

Terrestrial Ecology

The existing terrestrial ecology found in a NALCO tree farm area devoted to plantation of reforestation species around one of the proposed mooring sites in Nasipit, Agusan del Norte, is typical of reforestation areas and dominated by fast growing trees like yemane (*Gmelina arborea*) ipil-ipil (*Leucaena leucocephala*).

The predominant bird species surveyed at Nasipit, Agusan del Norte project site are *Collocalia troglodytes* (Pygmy Swiftlet) and *Lonchura malacca jajori* Chestnut Mannikin which mainly feed on insects and rice grains.

Nine (9) species of mammals, amphibians and reptiles were noted at Nasipit, Agusan del Norte study area owing to the nearness of the proposed project site to the NALCO tree farm and residential areas.

Among arthropods, phytophagous and entomophagous species like planthoppers (Homoptera), beetles (Coleoptera), flies (Diptera), bugs (Hemiptera), butterflies and moth (Lepidoptera) and spiders (Araneida) comprised most of the insects and other invertebrates samples collected and identified at both project site environs.

Aquatic Ecology

The most dominant phytoplankton collected/identified at five (5) sampling stations established in Sitio Lawis, Nasipit, Agusan del Norte, were all diatoms of Phylum Chrysophyta, namely *Fragillaria* sp., *Skeletonema* sp., *Chaetoceros* sp., *Tabellaria* sp., *Melosira* sp. and *Nitzschia* species. Green algae (Phylum Chlorophyta), Dinoflagellates (Phylum

Pyrrophyta) and Phylum Cyanophyta were also represented.

The Nasipit Bay zooplankton population is dominated by Phylum Arthropoda represented by calanoid copepods, cyclopoid copepods, mysids and nauplii. Oikopleura sp. (Phylum Chordata) was also noted to be numerous occurring in several sampling stations. Also represented are several Phyla such as Phylum Annelida, Phylum Chaetognatha, Phylum Cnidaria and Phylum Mollusca.

Phylum Mollusca came out to be the most prominent phylum in the collected Nasipit Bay benthic faunal samples as represented by Pitar sp., Tellina sp., Zebina sp. and Nassarius species. Phylum Protozoa and Phylum Annelida accounted for the remaining composition of the samples obtained.

Commonly caught fish species in Nasipit Bay were Mugil sp. (mullet), Laiognathus sp. (slipmouth) and Caranx sp. (cavalla). Based on total number of interviewed families in the vicinity of the Nasipit project site, twenty-three (23) percent were engaged in fishing. Most of these fishing families own a non-motorized fishing boat. Fishing gear mostly used include fishing nets, hook and line, fish trap, scoop net, spear gun, round haul seine and filter nets.

Socioeconomics and Land Use

The MDPB-1 Direct Impact Area (DIA) covers the area within 500 meter radius of the proposed power barges in Nasipit, Agusan del Norte. Included in the DIA are Sitios Lawis, Refining, Lantawon and Motorpool of Barangay Sta. Ana, and Sitio Calugmaan of Barangay Camagong.

Ipil-ipil tree farms constitute about 70 percent of the approximately 0.4 sq km area of the DIA. Residential areas, and agricultural areas consisting of coconut trees and banana plants are located along the shore around the proposed site of the barges.

There are 160 households consisting of 778 individuals in the DIA. Sex ratio is 110 males for every 100 females and median age is 21 years. Three-fourths of the household heads are migrants in the DIA.

Almost three-fourths of the DIA households are squatters. Majority (83%) of the households own the house they live in. Most houses in the DIA are on-stilt type units or shanties with wood or plywood walls and asbestos, galvanized iron or nipa roofs. The houses are generally less than 50 sq m. Electricity is used by only 59 percent of the households for lighting. Wood is the major cooking fuel.

Employment rate in the DIA is 64 percent. Owing to the presence of the Nasipit Lumber Company and the Nasipit International Port, most of the employed belong to the group of production and related workers, transport equipment operators and laborers. Majority of all workers earn less than the legislated minimum wage. About 62 percent of the DIA households are below the poverty line.

Majority (62%) of the DIA household heads are aware of the project. More than half (53%) of the household heads perceive the project as beneficial while only 37 percent think the project is harmful. The rest believe the project will be both beneficial and harmful.

Almost three-fifths (59%) of the DIA household heads are in favor of the project. They mostly anticipate more employment, and also less brownouts during project operation. The rest who oppose the project mostly believe the project will cause water, noise and air pollution.

Public Health

The public health study was based on the existing health conditions in the study area, which covers the municipality of Nasipit, Agusan del Norte. The direct impact area (DIA) covers 180 households within 500-m from the proposed power barges.

Primary data in the DIA were based on the NAPOCOR socioeconomic survey while the secondary data were gathered in Nasipit Rural Health Unit (RHU).

Water supplies in the study area come from the Nasipit Water District, shallow wells, dugwells, and spring. In the DIA, almost all of the residents get their drinking water requirement from drilled wells.

Majority of the residents in the study area and in the DIA have watersealed toilets. Only 3 percent in the study area while nearly one-fourth of the DIA households do not have any toilet facility.

More than one-third of the residents in the study area avail of garbage collection. However in the DIA, burning is the common method of garbage disposal since there is no garbage collection.

Morbidity in the study area are caused by diarrhea, heart diseases, chicken pox, measles, and respiratory diseases. In the DIA, aside from the common colds and cough, typhoid fever and diarrhea are also prevalent in the area.

The causes of deaths in the study area include bronchopneumonia, heart diseases and malignant neoplasms while in the DIA, hypertension, senility, and typhoid fever were reported in the survey.

Aside from the 25-bed capacity government hospital in Nasipit, two private health facilities, the St. Christopher Hospital and Catamina Clinic provided the additional health services to the municipality.

Site 2 - Maco, Davao del Norte

Geology/Terrain/Soil

Davao del Norte is characterized by three major physiographic features and a basin bounded by two cordilleras. The basin lies on the central part of the province and is the southern extension of the Davao-Agusan N-S trending trough. The area has an average elevation of about 500-1000 m AMSL and the highest elevation is 2810 m AMSL.

The proposed site of Maco lies on the western foothills of Katikalaan Mountain Range with an average elevation of 500 m AMSL at the summit.

Meteorology/Air Quality

The project site is located in the northeastern portion of Davao Gulf. The data used for the site's characterization were those obtained from Davao City Synoptic Station approx. 60 km SW of the proposed project site.

The project site is under Type II climate and the prevailing wind is coming from the north. The northerly winds prevail throughout the year at the project site at an average wind speed of 2 mps.

The proposed mooring site is located in an area where there are no major industrial settlements except for the Super

Plywood Corp. located about 1 km from the proposed mooring site.

Measurements of existing air quality at and around the proposed mooring site were conducted on April 5-7, 1992 and results show that the levels of SO₂, NO₂ and AP in the area are way below the DENR limits of 850 ug/scm, 190 ug/scm and 250 ug/scm, respectively.

Hydrology/Water Quality

The proposed mooring site for the 2 x 50 MW Mindanao Diesel Power Barge Project will be the area within the vicinity of the existing reinforced concrete Maco Municipal Wharf located in the NE portion of Davao Gulf.

The Davao Gulf tide is of semi-diurnal type that follows the moonchanging phases. The Davao Gulf is well protected by land masses on all sides except the south, hence, water surface in the gulf is normally calm except during the SW Monsoon which prevails from June to September.

The coastal waters of Davao Gulf have not yet been classified by DENR as to their best usages. Considering the present uses of Davao Gulf, it can be classified as Class SB [1) Recreational Water Class I (areas regularly used by the public for bathing, swimming, skin diving, etc.); 2) Fishery Water Class I (spawning areas for Chanos chanos or "bangus" and similar species)].

Results of water quality measurements conducted on April 7, 1992 around the proposed MDPEP mooring site in Davao Gulf indicate compliance to the DENR Class SB waters.

The major source of domestic water supply in Maco is groundwater and there are three waterworks systems operating in the municipality, namely Maco Water District, Brgy. Anislagan and Brgy. San Roque Water Works, and Brgy. Langan Water Works. Water quality measurements reveal that groundwater in the proposed project area is within the NSDW standards.

Terrestrial Ecology

Terrestrial environment around the proposed mooring site at Maco, Davao del Norte is predominantly composed of fruit bearing trees and ornamental plants typical of rural orchards and gardens. *Cocos nucifera* (coconut) is one of the major agricultural crop grown in the province are mostly intercropped with several fruit bearing trees like *Tamarindus indica* (tamarind), *Chrysophyllum cainito* (starapple), *Lansium domesticum* (lansones), *Artocarpus heterophyllum* (langka), *Persea americana* (avocado), *Annona muricata* (guyabano), *Sandoricum koetjape* (santol) and *Mangifera indica* (mango).

The most dominant bird species noted at Maco, Davao del Norte are *Hirundo tahitica* (Pacific swallow) and *Passer montanus* (Tree Sparrow) which are mainly insect and grain feeding species whose dominance could be attributed to the

availability of suitable food in the ecosystem.

Only 6 species of mammals, amphibians and reptiles were observed at the Maco project site environs. Scarcity of wildlife species could be attributed to the human's dominated ecosystem of the proposed project site. No rare, threatened or endangered floral or faunal species were identified around the project site.

Aquatic Ecology

The diatoms (Phylum Chrysophyta) are the most dominant phytoplankton organisms collected in all four (4) sampling stations established within San Roque, Maco, Davao del Norte, mooring site. The green algae (Phylum Chlorophyta) and Dinoflagellates (Phylum Pyrrophyta) are likewise represented. Other phytoplankton species collected/identified are Synedra sp., Chlorococcum sp., Fragillaria sp., Amphora sp. and Ritzschia sp.

Arthropods (Phylum Arthropoda) comprising mostly of calenoid copepods and cyclopoid copepods are the most prominent zooplanktons identified at Maco area. Other zooplankton Phyla obtained and identified along established sampling stations were represented by taxon chordates (Phylum Chordata), chaetognaths (Phylum Chaetognatha), molluscs (Phylum Mollusca), cnidarians (Phylum Cnidaria), annelids (Phylum Annelida) and echinoderms (Phylum Echinodermata).

The benthic fauna at the vicinity of the Maco area is mostly being represented by molluscs with Tellina sp. and Trachycardium sp. as the most abundant benthic taxa. The protozoans and annelids are likewise represented.

Based on survey interviews and secondary data gathered, fish species belonging to Families Carangidae (cavallas), Clupeidae (sardines), Lutjanidae (snappers), Menidae (moonfish), Scaridae (parrotfish), Scombridae (mackerels), Seranidae (groupers), Siganidae (siganids) and Thunnidae (yellowfin tuna) are the commonly caught fish species in Maco area and its immediate environs. The municipality of Maco including Ergy, San Roque has a total number of 187 non-motorized and 63 motorized registered bancas. Fishing gears mostly used in the area are fishing nets, spear gun, fish trap, hook and line, filter net and scoop net.

Socioeconomics and Land Use

The Study Area is divided into the Primary Impact Zone (PIZ), which is the whole municipality of Maco, and the Direct Impact Area (DIA), which covers the region within 500-m radius of the mooring site. A greater portion of

Barangay San Roque, where the mooring site is located, and a part of Barangay Anislegan are encompassed in the DIA.

The PIZ has a population of 55,991 while the DIA, where 254 households reside, has 1,431. The populations for both areas are relatively young and ethnically homogeneous with Cebuano as the predominantly spoken dialect.

The DIA has an approximate total land area of 23 hectares and agriculture constitutes the largest type of land use (10 hectares).

Almost four-fifths (79%) of the houses in the DIA are owner-occupied but only 8 percent of the households own the land where their houses stand. Electricity is most widely used for lighting and firewood for cooking.

Almost three-fifths (59%) of the DIA households are below the poverty line. This is largely due to the low income and high unemployment rate (64%) in the DIA's labor force.

Although, only 58 percent of the surveyed households are aware of the project, 97 percent of the total expressed that they are in favor of it. They cited increase in power supply, generation of employment, and increase in income, among others, as possible benefits from the project.

Public Health

The public health module uses the primary data from the NAFOCOR socioeconomic and public health survey in the direct impact area, which covers 500-m radius from the mooring site. The Maco Rural Health Unit (RHU) provided the health statistics in the study area.

Domestic water requirements in the study area are provided by shallow wells (42%), spring (33%), deepwells (15%), and the rest from the local water works system. In the DIA, nearly one-third (31.2%) use water from drilled wells.

Nearly one-half of the residents in Maco and also in the DIA do not have any toilet facility. Forty percent of the residents in the area have watersealed toilets.

Almost 57 percent of the residents in Maco treat their garbage into compost while more than 68 percent of the households in the DIA burn their garbage in the pit.

Morbidity cases in the study area are caused by bronchitis, diarrhea, influenza, malaria, and pulmonary tuberculosis. Likewise, most of the DIA households are afflicted with influenza, colds, asthma, and bronchitis.

The leading causes of mortality in the study area are pneumonia, cerebro vascular accident, wound, PTB and congestive heart disease while in the DIA, hypertension, senility and heart diseases were among the "killers" the area.

The survey in the DIA revealed that those who got sick consulted private doctors (9.1%), or health center (7.1%) or applied self-medication (2.4%).

IMPACTS AND MITIGATING MEASURES

Geology/Terrain/Soil

Previously sloping seabed will be dredged to a minimum bottom level of 7 m and will assure deeper channel to allow proper mooring of power barge and berthing of fuel oil barges delivering fuel oil.

Only physical changes will result on the geology of the area. Stabilization measures will be undertaken by constructing revetments to prevent bank erosion in the respective sites.

Design measures in the project will be undertaken to withstand any occurrence of earthquakes, tsunami and typhoons.

Meteorology/Air Quality

Increase in traffic due to transport of workers and construction materials may cause a small rise in noise and AP levels.

Only the mooring facilities will be constructed, hence the rise in ambient air particulate and noise levels attributed to construction activities are not expected to exceed the DENR ambient limit for AP of 250 ug/scm. Noisy construction activities (piling) are only temporary and may last only for about 2-3 months and will become insignificant once the project becomes operational.

Results of modeling of plant stack emissions show that predicted ambient ground level concentrations of SO₂ and NO₂ do not exceed the DENR standards of 850 and 190 ug/scm, respectively for one-hr exposure at all stability conditions.

The exhaust gas system will be provided with silencers and plant equipment will be enclosed to minimize noise to within DENR mandated limits.

Annual monitoring of ambient SO₂, NO₂ and air particulate levels around the power barges' vicinity shall be undertaken to document compliance with relevant government regulations.

Hydrology/Water Quality

Dredging of about 0.0135 km² for Maco and 0.0104 km² for Nasipit site will be necessary to meet the required minimum water depth of 7.0 m. Dredged materials will be disposed in very deep waters.

Dredging activities around the proposed mooring sites will result to an increase in turbidity near these areas. This will be temporary and may last for about 2 months. Nevertheless, the mooring sites will be provided with concrete embankments on its shore to minimize turbidity effects.

Heated effluents will be discharged to Nasipit Bay and Davao Gulf but will not have any significant adverse effects on its marine water quality.

Chlorination of the cooling water system will be conducted to prevent bio-fouling, however, residual chlorine of these discharges will comply with the DENR effluent standard of 1 mg/l.

Solid wastes and sludges will be disposed of in designated landfills. Effluents from the operation of the power barges are not expected to affect the water quality of seawater in the vicinity of the barges since the power barges are equipped with wastewater treatment facility (sewage treatment plant and oil water separator).

An oil spill boom will be deployed around the barge at all times; oil skimmer and other oil clean up equipment will be on board the barge.

Emergency procedures for handling any oil spill accidents and emergencies will be governed by the Oil Spill Contingency Plan Procedures.

Regular water quality monitoring in Nasipit Bay and Davao Gulf during the pre-operational and operational stages of the proposed power barge project.

Terrestrial Ecology

Construction and operation of MDPEP will not cause damage to the surrounding terrestrial ecosystem. Construction will not result in major clearing of ground cover and earthwork

excavation while the predicted ambient levels of gas emissions due to MDPBP operation are lower than values known to affect vegetation and wildlife. Maintenance of plants efficiency and proper disposal of plant wastes will be implemented to prevent damage to the ecosystem.

Aquatic Ecology

Dredging activities at the proposed mooring site may result to temporary loss of benthic habitat and its associated marine organisms and shading of photosynthetic organisms. Shading of photosynthetic organisms shall be confined only within the vicinity of the mooring site. Coastal waters retain their quality once dredging and other construction related activities are finished.

There will be no contaminated wastewater discharges during operations. Therefore, no impact to marine habitat is expected.

An oil spill contingency plan will be prepared and implemented for the proper control and prevention of possible oil leaks and spillages.

Socioeconomics and Land Use

Contrary to the common perception of the DIA households heads, employment opportunities in the project is minimal. However, the project will help increase income in business and service-oriented establishments due to the increase in customers from construction workers in the barges. The project is not expected to cause significant social and economic changes in areas near the power barges.

Prior to project construction, NAPOCOR will conduct an intensive information dissemination campaign to promote awareness and correct misconceptions about the project among the residents.

The mooring site construction as well as plant operation will not cause significant disturbance in transportation services, recreation and fishing activities in the vicinity of the mooring sites. Barangay roads leading into the project sites will be upgraded by NAPOCOR.

The 200-MW power generated by the project will generally improve Mindanao's industry and economy, as well as, socio-economic conditions.

Public Health

The construction of the proposed MDPEP may temporarily increase the noise and dust level at the project sites.

The project will not create a nuisance to the residents in the DIA. The barge-mounted power plant will be designed to comply with the DENR ambient noise limits. Unpaved roads will be watered whenever necessary to keep road dust level within acceptable levels.

No significant health impact are expected from the construction and operation of the proposed MDPEP. Likewise, the plant will not have any impact on the leading causes of morbidity and mortality in the study area.

Summary of Impacts and Mitigating Measures

MDPBP EIS: June 1992

IMPACTS	MANAGEMENT MEASURES
<p>1. Geology/Terrain/Soil</p> <p>1.1 Dredging will be undertaken to achieve a minimum bottom level of 7 m to allow berthing of the power barge and fuel oil barges.</p> <p>2. Meteorology/Air Quality</p> <p>2.1 Construction and operation of MDPB may cause noise pollution in the immediate vicinity.</p>	<p>1.1.1 Spoils shall be disposed in areas far from shoreline and corals.</p> <p>1.1.2 Revetments shall be constructed to prevent bank erosion in the respective sites.</p> <p>2.1.1 Noise pollution due to construction of mooring facilities is only temporary. Construction activities resulting to high level noise will be undertaken during daytime only.</p> <p>2.1.2 Air inlet system and exhaust shall include silencing equipment to reduce noise emission and to attain a noise level of 70 +/- 3 dB at 100 m radial distance from the power barge. Acoustically treated enclosure shall be provided. Applicable DENR noise limits will be met during operation.</p> <p>2.1.3 Annual monitoring of noise during construction and operation stage shall be conducted.</p>

Summary of Impacts and Mitigating Measures

MDPBP EIS: June 1992

IMPACTS	MANAGEMENT MEASURES												
<p>2.2 AP, SO₂ and NO₂ will be emitted as a result of MDPB operation.</p>	<p>2.2.1 Use of Bunker C fuel shall be maintained at an average sulfur content of 3.5% maximum.</p>												
<p>The following are the AP, SO₂ and NO₂ concentrations at the stack exit for each MDPB unit per 50 MW.</p>	<p>2.2.2 A gas sampling port shall be provided at the plant stack to measure SO₂ and NO₂ releases at the stack exit at various operating loads during test operation and compared with projected emissions and with DENR standards.</p>												
<table border="1"> <thead> <tr> <th></th> <th>MDPB</th> <th>DENR</th> </tr> </thead> <tbody> <tr> <td>SO₂ (mg/scm)</td> <td>1282</td> <td>250*</td> </tr> <tr> <td>NO₂ (mg/scm)</td> <td>942</td> <td>2000</td> </tr> <tr> <td>AP (mg/scm)</td> <td>200</td> <td>300</td> </tr> </tbody> </table>		MDPB	DENR	SO ₂ (mg/scm)	1282	250*	NO ₂ (mg/scm)	942	2000	AP (mg/scm)	200	300	<p>2.2.3 A properly designed smoke stack of 45 m height x 2 m diameter will diffuse emissions to acceptable levels at ground level.</p>
	MDPB	DENR											
SO ₂ (mg/scm)	1282	250*											
NO ₂ (mg/scm)	942	2000											
AP (mg/scm)	200	300											
<p>*DENR regulations allow stack emissions to exceed the DENR standard, provided ambient limits are met i.e. 850 ug/scm for SO₂ which will be met at all atmospheric stability conditions by the project.</p>													
<p>The following maximum AP, SO₂ and NO₂ ground level concentration are within the DENR ambient standards:</p>	<p>2.2.4 Annual monitoring of ambient AP, SO₂ and NO₂ levels around the power plant's environs at different operating conditions. Monitoring shall be done at 100 m, 400 m to 500 m, 2 km to 3 km downwind of the stack.</p>												
<table border="1"> <thead> <tr> <th></th> <th>MDPB</th> <th>DENR</th> </tr> </thead> <tbody> <tr> <td>SO₂ (ug/scm)</td> <td>500</td> <td>850</td> </tr> <tr> <td>NO₂ (ug/scm)</td> <td>50</td> <td>190</td> </tr> <tr> <td>AP (mg/scm)</td> <td>< 10</td> <td>250</td> </tr> </tbody> </table>		MDPB	DENR	SO ₂ (ug/scm)	500	850	NO ₂ (ug/scm)	50	190	AP (mg/scm)	< 10	250	
	MDPB	DENR											
SO ₂ (ug/scm)	500	850											
NO ₂ (ug/scm)	50	190											
AP (mg/scm)	< 10	250											
<p>3.0 Hydrology/Water Quality</p>													
<p>3.1 Construction activities (piling and dredging) may render the coastal waters near the project site turbid.</p>	<p>3.1.1 Condition will only be temporary. Water quality will return to original state once dredging and other construction related activities are terminated. Dredged materials shall be properly disposed of.</p>												
<p>3.2 The operation of MDPB will generate effluents to consist of bilge and ballasts water, sewage, and laboratory/sink/shower wastewaters among others. Power plant</p>	<p>3.2.1 The power plant shall be provided with sewage treatment plant (STP) to treat sewage and STP effluents disinfected prior to discharge.</p>												

Summary of Impacts and Mitigating Measures

MDPBP EIS: June 1992

IMPACTS	MANAGEMENT MEASURES
<p>effluents will be within the DENR limits and are not expected to affect the water quality of coastal waters in the vicinity of the barge.</p>	<p>3.2.2 Sump tanks shall be provided to collect drains which are potentially oil contaminated.</p>
<p>3.3 Chlorinated, heated effluent from power plant cooling water system shall be discharged according to DENR limits.</p>	<p>3.2.3 Oil-water separator shall be provided to recover oil from oil-contaminated wastewater.</p>
<p>3.4 Oil spillages and leakages which may occur during MDPBP operation will be confined within the oil spill boom of nearby areas.</p>	<p>3.2.4 Oil spill boom or oil fence shall be deployed around the fuel barges and the power barge at all times to confine any oil spill/leaks/contamination.</p>
	<p>3.2.5 Regular monitoring of effluent and ambient water quality at the vicinity of MDPBP shall be undertaken during power plant operation.</p>
	<p>3.3.1 Effluents will comply with the DENR effluent standards.</p>
	<p>3.4.1 Stringent regulations for unloading of fuel and maintenance of oil pipelines, joints and catchment devices shall be implemented.</p>
	<p>3.4.2 Oil/grease contamination is further prevented by good housekeeping, proper operation procedures, adequate inspection/and maintenance and effective personnel training.</p>
	<p>3.4.3 Same as 3.2.4 above</p>

Summary of Impacts and Mitigating Measures

MDPBP EIS: June 1992

IMPACTS	MANAGEMENT MEASURES
	<p>3.4.4 Oil Spill Contingency Plan and Clean-up Procedures shall be implemented for MDPB.</p> <p>3.4.4 Oil containment and recovery devices like spill booms, skimmers and oil absorbents shall be made available on board the power barge and fuel oil delivery barges.</p> <p>3.4.5 During fuel oil loading, proper procedures shall be strictly observed.</p>

Summary of Impacts and Mitigating Measures

HDPBP EIS: June 1992

IMPACTS	MANAGEMENT MEASURES
4.0 Terrestrial ecology	
4.1 Flora and fauna of the terrestrial ecosystem will not be significantly affected by construction related activities.	4.1 Effects of noise and dust will only be minimal and temporary owing to the relatively small-scale nature of construction.
4.2 Clearing of vegetation cover at the tower during construction phase, and trimming of vegetation below the T/L during operation to 3 m height.	4.2 Unnecessary cutting of trees and trapping of wildlife shall be prohibited among project workers/ staff during construction and operation.
4.3 Most of the areas to be traversed by the transmission line route are agricultural lands and shrubland areas.	4.3 Traversed land uses are characterized by low species diversity of its floral and faunal components and most of the vegetation that do not exceed 3.0 m will be retained under the T/L, thus, ecological effect will be very minimal.
4.4 Gaseous emissions of NO ₂ , SO ₂ and air particulates by the plant shall be within DENR ambient standards and will have insignificant impact on terrestrial ecology.	4.4.1 The maximum predicted ambient level of pollutant due to plant operation will be strictly within DENR standards.
	4.4.2 Annual monitoring of terrestrial ecology will be undertaken during plant operation to establish, if any, plant-related changes from pre-operational conditions.

Summary of Impacts and Mitigating Measures

MDPBP EIS: June 1992

IMPACTS	MANAGEMENT MEASURES
5.0 Aquatic Ecology	
5.1 Dredging at mooring sites will result to loss of benthic habitat and associated organisms.	5.1.1 No significant adverse effects from dredging activities will be expected since no critical habitat (coral reefs, seaweeds, seagrass) exist at the proposed mooring sites. Dredged materials shall be disposed farther offshore and away from corals.
5.2 Excavation, dredging and construction of mooring facilities will result to temporary high silt load causing decreased production/suffocation of aquatic organisms.	5.2.1 Condition will only be temporary. Seabed and water quality conditions would stabilize after construction activities have been completed.
5.3 Thermal effluents may affect aquatic organisms with no or limited mobility.	5.3.1 Surface discharge of cooling water will be far from shore to minimize effect on sessile, bottom-dwelling organisms.
5.4 Accidental oil spill during fuel transport and unloading may damage marine life.	5.4.1 Deployment of an oil spill boom, periodic inspection, good housekeeping, adequate maintenance and strict compliance to standard operating procedures will be implemented during oil deliveries.
5.5 Entrainment and impingement of marine organisms will occur at the intake area.	5.5.1 The installation of travelling bucket screens will remove and guide impinged fish back to the sea. 5.5.2 Screens or grills can be placed around the water intake to prevent entrainment of fish.

Summary of Impacts and Mitigating Measures

MDPBP EIS: June 1992

IMPACTS	MANAGEMENT MEASURES
6.0 Socioeconomics and Land Use	
6.1 Construction of the mooring facilities will require an average of less than 150 workers for each sites. During project operation, the number of workers will significantly reduce.	6.1 Residents shall be informed of the limited employment opportunities.
6.2 Business incomes will increase owing to an increase of customer from the power barges.	6.2 Local residents will be given priority in hiring project workers.
6.3 The log pond of the Timber Producers and Marketing Corporation (TPMC) will be used for the mooring facilities of the power barge in Maco.	6.3 NAPOCOR will negotiate with the TPMC-Management and the concerned Municipal Government regarding the right-of-way of the proposed mooring sites.
6.4 The project will cause disturbance in transit, recreation and fishing activities in the vicinity of the mooring sites.	6.4 For safety and security reasons, fishing, swimming, boating and other similar activities within 50 m from the barges will be restricted. However, this off-limits area will become a fish sanctuary and have the net effect of protecting fish and increasing their population/availability to fishermen at the vicinity of the power barge.
6.5 Barangay roads leading into the project sites will be upgraded by NAPOCOR.	6.5 Community development/livelihood assistance programs will be sponsored by NPC to assist residents in the project impact area.
6.6 The project will generally help improve Mindanao's economy and industry.	
6.7 The project will provide realty and franchise tax revenues for Maco and Nasipit municipal governments.	

Summary of Impacts and Mitigating Measures

MDPBP RIS: June 1992

IMPACTS	MITIGATING MEASURES
7.0 Public Health	
7.1 During construction, road dust levels will be kept low to prevent exposure of residents to road dust during dry season from project-related vehicles.	7.1 Dirt roads in front of the residences shall be watered whenever necessary. During operation, access roads shall be asphalted or concreted.
7.2 Workers during construction/operation will not pose public health hazards to residents.	7.2 Workers shall be screened for communicable diseases and provided with sanitary quarters and or facilities.
7.3 Noise exposure of the nearby residents from plant operations will have no significant public health impact.	7.3 To minimize the noise exposure within the DIA, the barge-mounted power plant will be designed to comply with the DENR ambient noise limits.
	During operational phase, an annual health survey shall be conducted in the study area to observe/assess changes, if any in public health indicators (morbidity and mortality rates).



Republic of the Philippines
Department of Environment and Natural Resources
ENVIRONMENTAL MANAGEMENT BUREAU

DENR Compound, Visayas Avenue, Diliman, Quezon City 1116
Telephone Nos.: 927-15-17, 928-37-42
Email : emb@emb.gov.ph
Visit us at <http://www.emb.gov.ph>

OCT 04 2010

Mr. Jose Venancio P. Batiquin

Executive Vice President/CEO

THERMA MARINE, INC.

Aboitiz Corporate Center, Gov. Manuel A. Cuenco Ave.
Banilad, Cebu City

Subject: ECC TRANSFER OF OWNERSHIP (ECC-CO-9206-018-120)

Dear Mr. Batiquin:

This refers to the request for the transfer of the Environmental Compliance Certificate (ECC-CO-9206-018-120) issued to National Power Corporation for the **2x100 MW Mindanao Diesel Power Barge Project** located in Nasipit, Agusan del Norte and Maco, Compostela Valley, Davao del Norte.

Based on the review of documents received on 09 September 2010, the request for the transfer of ECCs for the above projects is hereby granted. As such, the proponent's name is changed from **National Power Corporation** to **THERMA Marine, Inc.** with office address stated above for the projects namely:

- a) 100 MW Mindanao Diesel Power Barge 117 (PB 117) located in Barangay San Ana, Nasipit Agusan del Sur.
- b) 100 MW Mindanao Diesel Power Barge 118 (PB 118) located in Barangay San Roque, Maco, Davao del Norte.

All other conditions stipulated in the abovementioned ECC shall remain in force unless revised/revoked in writing. Please be reminded however that the approved Environmental Management Plan (EMP) which is part of your commitments to the ECC are subject to compliance monitoring and evaluation of this Office.

Any expansion or modification of currently approved project components shall be subject to a new EIA evaluation. Also, you are required to accomplish and submit to this Office, copy furnish the respective EMB Region, the semi-annual ECC Compliance Monitoring Report as specified under Section 9 of DAO 30-03.

Please be guided accordingly.

Very truly yours,

ATTY. JUAN MIGUEL T. CUNA
OIC-Director

O.R. No.
Date

: 1384
: 10/4/10

ENVIRONMENTAL COMPLIANCE CERTIFICATE

The Environmental Management Bureau hereby grants this Environmental Compliance Certificate (ECC) to the proposed 2x100 MW MINDANAO DIESEL POWER BARGE PROJECT OF THE NATIONAL POWER CORPORATION to be located in Nasipit, Agusan del Norte and Maco, Davao del Norte, after complying with the Environmental Impact Assessment (EIA) requirement as prescribed in the promulgated guidelines implementing Section 3 (b) of P.D. 1121 and 1586.

This Certificate is being issued subject to the following conditions:

1. That this Certificate shall cover the installation and operation of 2x100 MW diesel power barges with one (1) unit to be located in Nasipit, Agusan del Norte and one (1) unit to be located in Maco, Davao del Norte;
2. That bilge water shall meet the prescribed effluent standards before being discharged into any receiving stream;
3. That plant emissions including noise shall meet the prescribed emission standards and that design of pollution control facilities shall consider the impending revision of air quality standards;
4. That proper solid waste management and disposal shall be implemented;
5. That there shall be provision of contingency equipment/materials in the barge for use in case of accidental oil spillage;
6. That permits from other government agencies concerned shall be secured prior to project operation; and
7. That all mitigating measures indicated in the EIS shall be properly implemented;
8. That transfer of ownership of this project carries the same conditions in this ECC for which written notification shall be made within fifteen (15) days from such transfer.

Non-compliance with any of the above stipulations will be sufficient cause for the suspension or cancellation of this Certificate and/or a fine in an amount not to exceed Fifty

Thousand Pesos (P50,000.00) for every violation thereof, at the discretion of the Bureau (Section 9 of P.D. 1586).

Given this 29th day of June 1992.

ORIGINAL SIGNED

DELFIN J. GANAPIN, JR.
OIC, Office of the Undersecretary
for Environment and Research

Recommending Approval:

RODRIGO U. FUENTES *uw*
Director *F*

/CBU/SET/LAQ/ng*

ENVIRONMENTAL MANAGEMENT BUREAU /
ENVIRONMENTAL IMPACT ASSESSMENT GROUP

RECEIVED
NAME: H. M. COSTAS JR.
DATE: 6/29/92



NCR 2002 - 12 - 09 - 543 - 120
ECC2002 - 06 - 267 - NV - 120

ENVIRONMENTAL COMPLIANCE CERTIFICATE

DENR-NCR hereby grants Environmental Compliance Certificate (ECC) for the Maintenance Workshop and Office Building Project of DURACOM MOBILE POWER CORPORATION located in a 1,790.5 square meters of lot at Navotas Fishport Complex, Navotas Metro Manila City, after complying with the Environmental Impact Statement (EIS). System requirements as prescribed in the guidelines of the Implementing Rules and Regulations of Presidential Decree No. 1586.

This Certificate is issued subject to the following conditions:

1. That this Certificate covers the maintenance workshop and office building, any modification from the approved project scope shall be officially relayed to this Office for information, evaluation and approval;
2. That all the proposed mitigation measures contained in the Environmental Management Plan (EMP) shall be effected;
3. That should adverse environmental impacts occur as a result of project operations, all the activities causing the same shall be temporarily stopped until such time that remedial measures have been effected;
4. That the project proponent shall allow DENR-EMB-NCR personnel with proper identification card and travel/mission order to conduct inspection/ monitoring in the entire premises without prior notice to oversee compliance to ECC conditions;
5. That the transfer of ownership and/or change of name of the project carries the same conditions in this ECC for which written agreement shall be made, copy furnish this Office of the said document for record purposes;
6. That this Certificate shall be posted in a conspicuous place in the Administration's Office for easy reference and guidance;
7. That a report under oath on the results of monitoring proposed under the Environmental Monitoring Plan of the IEE and on compliance with each of the conditions shall be submitted to this Office annually;
8. That a written notification shall be made to the DENR-EMB-NCR, for approval, in case the project proponent cannot comply with any of the conditions for

Handwritten signature

Duracom Mobile Power Corp.
NCR 2002 12-09-543-120
ECC 2002-06-267-784-120

9. That in case of abandonment or indefinite work stoppage the project proponent shall submit a written notification thirty (30) days before the scheduled abandonment/work stoppage and to restore the site to its original condition or provide safety and protective measures to prevent adverse environmental impacts that may be caused by the project.

Non-compliance with any of the above stipulations and/or misrepresentations in the IEE submitted by the proponent will be sufficient cause for the suspension or cancellation of this Certificate and/or imposition of a fine in an amount not to exceed **Fifty Thousand Pesos (P50,000.00) for every violation** thereof pursuant to Article IX, Section 6.0, DENR Administrative Order No. 37, Series of 1996. This ECC is not a permit rather it is a certification that the proponent has committed to undertake or implement mitigative measures to reduce the negative environmental impacts to acceptable level.

Given this day of 2002.

Approved:

Sixto E. Tolentino, Jr.
SIXTO E. TOLENTINO, JR.
Regional Director

Recommending Approval:

Ibarrá G. Calderón
IBARRA G. CALDERON
Chief, EIA Division



ENVIRONMENTAL COMPLIANCE CERTIFICATE

The DENR through the Environment Environmental Management Bureau (EMB) hereby grants this Environmental Compliance Certificate (ECC) to the proposed two (2) Additional Power Barges of the East Asia / Duracom Power Corporation to be located in Navotas, Metro Manila after complying with Environmental Impact Assessment (EIA) requirement, as prescribed in the promulgated guidelines implementing Section 3 (b) of P.D. 1121 and P.D. 1586.

This certificate is being issued subject to the following conditions;

1. This certificate shall cover the installation and operation of two (2) power barges namely DURA I (11 units of Wartsila Engines) with generating capacity of 66 MW and 67.5 MW for DURA II (6 units of Sulzer Engines). It shall include the installation of a 600 meter 115 KV transmission line and construction of support/mooring facilities;
2. Validation of the air quality modelling must be made as soon as the proposed power barges are in operation, a report of which shall be submitted to EMB within sixty (60) days after the conduct of validation;
3. All mitigating measures as stated in the approved submitted documents including those for noise abatement shall be undertaken;
4. All emissions including noise and effluent of the power barges shall conform to DENR set standards;
5. The revised Environmental Monitoring Program (EMP) shall be strictly carried out and shall additionally integrate the following;
 - 5.1 Regular monitoring of the following parameters :


temperature, pH	-	Daily
oil and grease, noise levels	-	Weekly for the first three (3) months and monthly thereafter
 - 5.2 Automatic air sampling instruments for SO₂, NO₂ & particulate shall be installed and operated continuously in at least two (2) verified sampling sites as approved by the EMB - DENR;
 - 5.3 Creation of an Environmental Unit (EU) headed by a qualified Pollution Control Officer in charge with overseeing the EMP;
6. The proponent together with NAPOCOR, PPA and owners of existing and proposed barges and other relevant entities shall become a member of the Working Group that would be set up by the DENR-NCR to address the water quality problem in the area;

7. An Environmental Guarantee Fund (EGF) shall be put up to cover the expenses of environmental monitoring and surveillance, indemnification of damages and immediate rehabilitation and/or restoration of areas affected by the project. The amount and mechanics of the EGF shall be in accordance with DENR-EMB guidelines and shall be submitted sixty (60) days from receipt hereof;
8. A more detailed Contingency Plan containing an emergency response plan in case of fire & other hazards shall be submitted within thirty (30) days upon receipt of the ECC. It shall include the establishment of an effective communication system and an emergency response plan in case of said hazards;
9. The proponent shall be required to submit a preliminary Environmental Risk Assessment Study to be submitted to the EMB and the DENR-NCR within ninety (90) days upon receipt of this ECC. A Risk Assessment Report shall be submitted, thereon, on an annual basis;
10. All other pertinent government permits shall be secured prior to project implementation;
11. On-the-spot monitoring and inspections shall be initiated by the EMB-DENR NCR in coordination with concerned groups;
12. Transfer of ownership of this project carries the same conditions in this ECC for which written notification within fifteen (15) days from such transfer; and
13. Any expansion and/or modification of currently approved operations will be subject to a new EIA requirement.


Non-compliance with any of the above stipulations will be sufficient cause for the suspension or cancellation of this Certificate and/or imposition of fine in the amount of Fifty Thousand Pesos (P50,000.00) for every violation thereof, at the discretion of the Bureau (Section 9 of PD 1586).

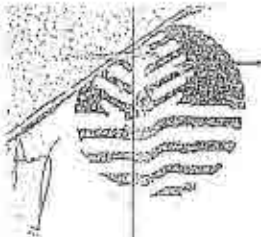
Given this

DEC 05 1995


VICTOR O. RAMOS
Secretary

Recommending Approval:


DELFIN J. GANAPIN, JR.
Undersecretary for Environment
and Programs Development



DEPARTMENT OF
ENVIRONMENT AND
NATURAL RESOURCES

ENVIRONMENTAL COMPLIANCE CERTIFICATE

The DENR through the Environmental Management Bureau (EMB) hereby grants this Environmental Compliance Certificate (ECC) to the proposed 2 X 60 MW POWER BARGE PROJECT of the EAST ASIA POWER CORPORATION, under a Build-Operate-Own (BOO) Agreement with the National Power Corporation to be located in Navotas, Metro Manila, after complying with the Environmental Impact Assessment (EIA) requirement, as prescribed in the promulgated guidelines implementing Section 3 (b) of P.D. 1121 and P.D. 1886.

This Certification is being issued subject to the following conditions:

1. This Certificate shall cover the installation and operation of two power barges with a total generating capacity of 120 MW to be moored offshore the Navotas Fish Port Complex. It shall also include the installation of a 4-kilometer 115 kV transmission line and construction of support/mooring facilities;
2. A multiple source air quality modelling shall be undertaken, the report of which shall be submitted to the EMB within sixty (60) days from receipt of the ECC. A validation study in coordination with EMB and/or DENR-NCR, on the results of the air quality modelling, shall be conducted, commencing on the third month of project operations and a report on the same shall be provided the EMB;
3. All emissions including noise and effluents of the power barges shall conform to DENR set standards;
4. All mitigating measures as stated in the EIS including those for noise abatement shall be undertaken;
5. The revised Environmental Monitoring Program (EMP) shall be strictly carried out to minimize degradation of the terrestrial and marine ecosystems. It shall additionally integrate the following:
 - 5.1 Installation of a continuous recording instrument for water temperature;
 - 5.2 Regular monitoring of the following parameters:
oil and grease, temperature, pH, DO - daily

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noise levels - weekly for the first three months and monthly thereafter

SO₂, NO₂, CO, (HC), particulates - quarterly at receptor locations of Ground Level Concentrations (GLCs).

- 5/3 Creation of an Environmental Unit (EU) headed by a qualified Pollution Control Officer charged with overseeing the EMP, installation, operation and maintenance of pollution control equipment and facilities, as well as, coordination with the National Power Corporation, Philippine Coast Guard, Philippine Ports Authority and pollution control officers of power barges in the Manila Bay Region;
6. An Environmental Guarantee Fund (EGF) shall be put up to cover the expenses of environmental monitoring and surveillance, indemnification of damages caused by the project, immediate rehabilitation and/or restoration of areas affected by the project and research on acid rain, electromagnetic effects of the transmission line and health effects of the emissions on surrounding communities. The amount and mechanics of the EGF shall be in accordance with DENR-EMB guidelines and shall be submitted sixty (60) days from receipt hereof;
7. A more detailed Contingency Plan shall be submitted to EMB for approval within thirty (30) days from receipt hereof. It shall include the establishment of an effective communication system and emergency response plan in case of sabotage and fire;
8. On-the-spot monitoring and inspections shall be initiated by the EMB-DENR NCR in coordination with concerned groups;
9. All other pertinent government permits shall be secured prior to project implementation;
10. Transfer of ownership of this project carries the same conditions in this ECC for which written notification shall be made within fifteen (15) days from such transfer; and
- h*

11. Transfer of location of the power barge operation during or after the 5-year project lifespan shall be subjected to another ECC application.

Non-compliance with any of the above stipulations will be sufficient cause for the suspension or cancellation of this Certificate and/or a fine in an amount not to exceed Fifty Thousand Pesos (P50,000.00) for every violation thereof, at the discretion of the Bureau (Section 9 of P.D. 1586).

Given this

MAY 26 1994

Angel C. Alcala
ANGEL C. ALCALA
Secretary

Recommending Approval:

Rachel A. Vasquez
RACHEL A. VASQUEZ
OIC, EMB Director

485/PPA/255/LSC/PPV



Republic of the Philippines
Department of Environment and Natural Resources
ENVIRONMENTAL MANAGEMENT BUREAU
NATIONAL CAPITAL REGION
1000, EDSA, Alabang, Muntinlupa City
Tel. Nos. 781-0482/83, 781-0484/85, 781-0471, 781-0497, 749-9828/29
Telefax, 781-0497, 781-0462, 781-0465

AUG 13 2011

ECC Ref. Code: ECC-NCR-0212-0543

The President / General Manager
THERMA MOBILE, INC.
Navotas Fishport Complex,
Navotas City

Sir:

This has reference to your request for amendment of the Environmental Compliance Certificate (ECC-NCR-2002-12-09-543-120) previously issued for your Maintenance Workshop and Office Building project located at Navotas Fishport Complex, Navotas City.

After evaluation of the documents submitted, this Office has decided to grant the said request to reflect the new name, Therma Mobile, Inc. instead of Duracom Mobile Power Corporation.

With the issuance of this amended ECC, you are expected to implement the measures presented in the initial Environmental Examination (IEE), intended to protect and mitigate the project's adverse impacts on community health, welfare and the environment. Environmental considerations shall be incorporated in all phases and aspects of the project. You may proceed with project implementation after securing all the necessary permits from other pertinent government agencies. This Office will be monitoring the project periodically to ensure your compliance with stipulations cited in the attached ECC.

Be further informed that you have to pay the amount of **Three Hundred Pesos (Php. 300.00)** representing post-ECC processing services and **Fifteen Pesos (Php. 15.00)** for documentary stamp tax before the said certificate could be released in your favor.

Very truly yours,


ROBERTO D. SHEEN
Off. Regional Director

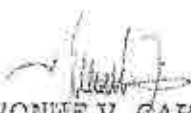
PROJECT ASSESSMENT PLANNING TOOL

For the assistance of the Proponent, other DENR Divisions/Bureaus, other concerned government agencies and LGUs in the management of the project and for better coordination in mitigation on the impact of the project on its surrounding areas and to the environment.


By way of recommendation, the following have been taken notice of by the EIA Review Committee and are forwarding these recommendations to the parties and authorities concerned for proper appreciation and action, and integration into their decision-making process.


A. RECOMMENDATIONS TO CONCERNED GOVERNMENT AGENCIES/LGUS	CONCERNED PERMITTING, DECIDING MONITORING ENTITIES
THERMA MOBILE, INC shall :	
1. Ensure that a social participation process is undertaken with the local government units and stakeholders.	LGU-City of Navotas
2. Implement segregation, collection, recycling, and disposal mechanism for solid waste.	LGU-City of Navotas
3. Implement safety rules and regulations in the project area	DOLE
4. Coordinate for the traffic management in the area affected in anticipation of the growth of traffic caused by the project.	LGU-City of Navotas
5. Implement fire and earthquake management plan	LGU-City of Navotas
6. Shall comply with the fire safety protection requirements of the Fire Code of the Philippines	LGU-City of Navotas
B. ENVIRONMENTAL PLANNING RECOMMENDATIONS FOR THE PROPONENT	
7. THERMA MOBILE, INC shall undertake close monitoring of the project to maintain a high level of safety and efficiency at all stages of the construction and operation, and to immediately address any environmental hazard/ change that may take place. It is strongly recommended that the same be strictly complied.	

For dissemination and proper action of the parties concerned:

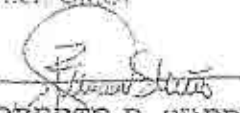

YVONNE V. CARABEO
Case Handler

Case Handler


EMILIANO P. KEMPIS, JR.
Chief, EIAM Division


DANIELO J. GALAGNARA
Chief, CMS

Chief, CMS


ROBERTO D. SHEEN
OIC, Regional Director



Republic of the Philippines
 Department of Environment and Natural Resources
ENVIRONMENTAL MANAGEMENT BUREAU
NATIONAL CAPITAL REGION

5th Floor #29 Hizon Bldg. Quezon Ave. Quezon City
 Tel. Nos. 781-0482/83, 781-0484/85, 781-0471, 781-0497, 749-9828/29
 Telefax, 781-0497, 781-0482, 781-0485

ENVIRONMENTAL COMPLIANCE COMMITMENT
(Environmental Compliance Certificate)
(Issued under Presidential Decree 1586)
ECC-NCR-0212-0543
(Amending ECC-2002-06-267-NV-120)

THIS IS TO CERTIFY THAT PROPONENT THERMA MOBILE, INC. represented by its President, is granted this Environmental Compliance Certificate (ECC) for the Maintenance Workshop and Office Building Project located at Navotas Fishport Complex, Navotas City, by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau - National Capital Region.

SUBJECT ONLY to the conditions and restrictions set-out in this ECC and in the attached document labeled as Annex A. Recommendations have been provided in Annex B as guidance to concerned government agencies and local government units for consideration in their decision making process.


PROJECT DESCRIPTION

The ECC covers the Maintenance Workshop and Office Building Project of Therma Mobile, Inc. located in a 1,790.50 square meters of lot at Navotas Fishport Complex, Navotas City.

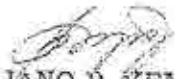
This ECC is issued pursuant to the provisions of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 2003-30. Non-compliance with any of the provisions of this ECC shall be sufficient cause for its cancellation or suspension and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (PhP 50,000.00) for every violation thereof. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found to be inconsistent with the Revised Procedural Manual of DAO 2003-30 after issuance of this ECC.

Issued at EMB-NCR, 5th Floor, Hizon Bldg., No. 29, Quezon Avenue, Quezon City this _____

Approved:


ROBERTO D. SHEEN
 OIC, Regional Director

Recommending Approval:


EMILIANO P. KEMPIS, JR.
 Chief, EIAM Division

I. CONDITIONS

A. ENVIRONMENTAL MANAGEMENT and MONITORING PLAN (EMMoP)

1. The proponent shall ensure that all commitments, appropriate mitigating/enhancement measures and monitoring requirements especially those contained in the EMMoP in the Initial Environmental Examination (IEE) Report, its modifications and additional information as approved by the EMB-NCR during the EIA Report review shall be instituted and strictly implemented throughout the project implementation.
2. Submit an Abandonment Plan to the EMB-NCR at least 30 days prior to the project's abandonment. The plan shall include rehabilitation measures / clean-up, remediation of areas affected by the project and proposed alternative projects in the area.

B. GENERAL CONDITIONS

3. The operations shall conform to the applicable provisions of RA 6969 (Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990), RA 8749 (Philippine Clean Air Act of 1999), RA 10038 (Ecological Solid Waste Management Act of 2000), and RA 9275 (Philippine Clean Water Act of 2004).
4. An Environmental Unit (EU) / Pollution Control Officer (PCO) must be established / appointed to handle the environment-related aspects of the project in addition to the monitoring requirements as specified in the Environmental Management Plan (EMP) / Environmental Monitoring Plan (EMoP). The EU / PCO shall:
 - 4.1 Monitor actual project impacts vis-a-vis the predicted impacts and management measures in the IEE Report.
 - 4.2 Submit semi-annually an ECC Compliance Report to the EMB-NCR, on or before 15 February and 15 August of each year. Each report must show the summary of cumulative performance of Proponent against previous years' requirements and commitments.
5. That the project proponent shall allow EMB-NCR personnel with proper identification card and mission/travel order to conduct inspection/monitoring in the entire premises without prior notice to oversee compliance to ECC conditions.

II. RESTRICTIONS

- 6. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify the EMB-NCK within fifteen (15) days as regards to the transfer of ownership.
- 7. No other activities should be undertaken other than what was stipulated in the IEE Report. Should there be any planned expansion of the project beyond the project description in the submitted documents; or any planned change in the activity, a request for an ECC amendment must be made prior to implementation of any project expansion/ modification.



OR No. : 9210475 6332308
Processing Fee: \$ 300.00 / \$ 15.00
Date : 5 September 2011



Republic of the Philippines
Department of Environment and Natural Resources
ENVIRONMENTAL MANAGEMENT BUREAU

DENR Compound, Visayas Avenue, Diliman, Quezon City 1116

Telephone Nos.: 927-15-17, 928-37-42

Email : emb@emb.gov.ph

Visit us at <http://www.emb.gov.ph>

JUL 29 2011

Mr. Jose Venancio A. Batiquin
Executive Vice President/ COO
THERMA MOBILE, INC.
Aboitiz Corp. Center, Gov. Manuel A.
Cuenco Ave., Banilad, Cebu City

Subject: **Transfer of Environmental Compliance Certificate (ECC Reference No. 9508-002-207) for the Two (2) Additional Power Barges (Dura I - 66MW and Dura II - 67.5MW) of East Asia/ Duracom Power Corporation**

Dear *Mr. Batiquin*:

This refers to the request for transfer of ECC Reference No. 9508-002-207 issued in favor of East Asia/ Duracom Power Corporation for its Two (2) Additional Power Barges (Dura I-66MW and Dura II-67.5MW) project in Navotas Fish Port Complex, Navotas City, Metro Manila to Therma Mobile Inc.

Based on review and evaluation of the submitted documents, said request is hereby granted. Please be advised that this transfer shall carry with it the environmental liabilities and obligations including ECC compliance reporting requirements for the above mentioned project. Further, all conditions stipulated in the ECC shall remain in force unless otherwise revised in writing. Any expansion and/or modification of currently approved project operations/coverage shall be subject to a new Environmental Impact Assessment (EIA) requirement.

For your information and guidance.

Very truly yours,


ATTY. JUAN MIGUEL T. CUNA
OIC-Director

cc: EMS-NCR
East Asia/ Duracom Power Corp.

OR No. : 0185454
Date : 9-5-2011
Amount: P300.00

Protect the environment... Protect life...



DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES

ENVIRONMENTAL COMPLIANCE CERTIFICATE

The DENR through the Environment Environmental Management Bureau (EMB) hereby grants this Environmental Compliance Certificate (ECC) to the proposed two (2) Additional Power Barges of the East Asia / Duxacom Power Corporation to be located in Navotas, Metro Manila after complying with Environmental Impact Assessment (EIA) requirement, as prescribed in the promulgated guidelines implementing Section 3 (b) of P.D. 1121 and P.D. 1586.

This certificate is being issued subject to the following conditions:

1. This certificate shall cover the installation and operation of two (2) power barges namely DURA I (11 units of Wartsila Engines) with generating capacity of 66 MW and 67.5 MW for DURA II (6 units of Sulzer Engines). It shall include the installation of a 600 meter 115 KV transmission line and construction of support/mooring facilities;
2. Validation of the air quality modelling must be made as soon as the proposed power barges are in operation, a report of which shall be submitted to EMB within sixty (60) days after the conduct of validation;
3. All mitigating measures as stated in the approved submitted documents including those for noise abatement shall be undertaken;
4. All emissions including noise and effluent of the power barges shall conform to DENR set standards;
5. The revised Environmental Monitoring Program (EMP) shall be strictly carried out and shall additionally integrate the following:
 - 5.1 Regular monitoring of the following parameters :

temperature, pH	-	Daily
oil and grease, noise levels	-	Weekly for the first three (3) months and monthly thereafter
 - 5.2 Automatic air sampling instruments for SO₂, NO_x & particulate shall be installed and operated continuously in at least two (2) verified sampling sites as approved by the EMB - DENR;
 - 5.3 Creation of an Environmental Unit (EU) headed by a qualified Pollution Control Officer in charge with overseeing the EMP;
6. The proponent together with NAPOCOR, PPA and owners of existing and proposed barges and other relevant entities shall become a member of the Working Group that would be set up by the DENR-NCR to address the water quality problem in the area;




7. An Environmental Guarantee Fund (EGF) shall be put up to cover the expenses of environmental monitoring and surveillance, indemnification of damages and immediate rehabilitation and/or restoration of areas affected by the project. The amount and mechanics of the EGF shall be in accordance with DENR-EMB guidelines and shall be submitted sixty (60) days from receipt hereof;
8. A more detailed Contingency Plan containing an emergency response plan in case of fire & other hazards shall be submitted within thirty (30) days upon receipt of the ECC. It shall include the establishment of an effective communication system and an emergency response plan in case of said hazards;
9. The proponent shall be required to submit a preliminary Environmental Risk Assessment Study to be submitted to the EMB and the DENR-NCR within ninety (90) days upon receipt of this ECC. A Risk Assessment Report shall be submitted, thereon, on an annual basis;
10. All other pertinent government permits shall be secured prior to project implementation;
11. On-the-spot monitoring and inspections shall be initiated by the EMB-DENR NCR in coordination with concerned groups;
12. Transfer of ownership of this project carries the same conditions in this ECC for which written notification within fifteen (15) days from such transfer; and
13. Any expansion and/or modification of currently approved operations will be subject to a new EIA requirement.


Non-compliance with any of the above stipulations will be sufficient cause for the suspension or cancellation of this Certificate and/or imposition of fine in the amount of Fifty Thousand Pesos (P50,000.00) for every violation thereof, at the discretion of the Bureau (Section 9 of PD 1586).

Given this

DEC 05 1995


VICTOR O. RAMOS
Secretary

Recommending Approval:


DELFIN J. GANAPIN, JR.
Undersecretary for Environment
and Programs Development



Republic of the Philippines
Department of Environment and Natural Resources
ENVIRONMENTAL MANAGEMENT BUREAU

DENR Compound, Visayas Avenue, Diliman, Quezon City 1118
Telephone Nos.: 927-15-17, 928-37-42
Email : emb@emb.gov.ph
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JUL 29 2011

Mr. Jose Venancio A. Batiquin
Executive Vice President/ COO
THERMA MOBILE, INC.
Aboitiz Corp. Center, Gov. Manuel A.
Cuenco Ave., Banilad, Cebu City

Subject: **Transfer of Environmental Compliance Certificate (ECC Reference No. 9507-002-207) for the 2x60MW Power Barge Project of East Asia Power Corporation**


Dear *Mr. Batiquin*:

This refers to the request for transfer of ECC Reference No. 9507-002-207 issued in favor of East Asia Power Corporation for its 2x60MW Power Barge Project in Navotas Fish Port Complex, Navotas City, Metro Manila to Therma Mobile Inc.

Based on review and evaluation of the submitted documents, said request is hereby granted. Please be advised that this transfer shall carry with it the environmental liabilities and obligations including ECC compliance reporting requirements for the above mentioned project. Further, all conditions stipulated in the ECC shall remain in force unless otherwise revised in writing. Any expansion and/or modification of currently approved project operations/coverage shall be subject to a new Environmental Impact Assessment (EIA) requirement.

For your information and guidance.

Very truly yours,


ATTY. JUAN MIGUEL T. CUNA
OIC-Director

cc: EMB-NCR
East Asia Power Corp.

OR No.: 618545C
Date: 7-5-2011
Amount: P300.00

Protect the environment... Protect life...



DEPARTMENT OF
ENVIRONMENT AND
NATURAL RESOURCES

ENVIRONMENTAL COMPLIANCE CERTIFICATE

The DENR through the Environmental Management Bureau (EMB) hereby grants this Environmental Compliance Certificate (ECC) to the proposed 2 X 60 MW POWER BARGE PROJECT of the EAST ASIA POWER CORPORATION, under a Build-Operate-Own (BOO) Agreement with the National Power Corporation to be located in Navotas, Metro Manila, after complying with the Environmental Impact Assessment (EIA) requirement, as prescribed in the promulgated guidelines implementing Section 3 (b) of P.D. 1121 and P.D. 1584.

This Certification is being issued subject to the following conditions:

1. This Certificate shall cover the installation and operation of two power barges with a total generating capacity of 120 MW to be moored offshore the Navotas Fish Port Complex. It shall also include the installation of a 4-kilometer 115 kV transmission line and construction of support/mooring facilities;
2. A multiple source air quality modelling shall be undertaken, the report of which shall be submitted to the EMB within sixty (60) days from receipt of the ECC. A validation study in coordination with EMB and/or DENR-NCR, on the results of the air quality modelling shall be conducted, commencing on the third month of project operations and a report on the same shall be provided the EMB;
3. All emissions including noise and effluents of the power barges shall conform to DENR set standards;
4. All mitigating measures as stated in the EIS including those for noise abatement shall be undertaken;
5. The revised Environmental Monitoring Program (EMP) shall be strictly carried out to minimize degradation of the terrestrial and marine ecosystems. It shall, additionally integrate the following:
 - 5.1 Installation of a continuous recording instrument for water temperature;
 - 5.2 Regular monitoring of the following parameters:
oil and grease, temperature, pH, DO - daily

[Handwritten signature]

noise levels - weekly for the first three months and monthly thereafter

SO₂, NO₂, CO, (HC), particulates - quarterly at receptor locations of Ground Level Concentrations (GLCs).

- 5.3 Creation of an Environmental Unit (EU) headed by a qualified Pollution Control Officer charged with overseeing the EMP, installation, operation and maintenance of pollution control equipment and facilities, as well as, coordination with the National Power Corporation, Philippine Coast Guard, Philippine Ports Authority and pollution control officers of power barges in the Manila Bay Region;
6. An Environmental Guarantee Fund (EGF) shall be put up to cover the expenses of environmental monitoring and surveillance, indemnification of damages caused by the project, immediate rehabilitation and/or restoration of areas affected by the project and research on acid rain, electromagnetic effects of the transmission line and health effects of the emissions on surrounding communities. The amount and mechanics of the EGF shall be in accordance with DENR-EMB guidelines and shall be submitted sixty (60) days from receipt hereof;
7. A more detailed Contingency Plan shall be submitted to EMB for approval within thirty (30) days from receipt hereof. It shall include the establishment of an effective communication system and emergency response plan in case of sabotage and fire;
8. On-the-spot monitoring and inspections shall be initiated by the EMB-DENR NCR in coordination with concerned groups;
9. All other pertinent government permits shall be secured prior to project implementation;
10. Transfer of ownership of this project carries the same conditions in this ECC for which written notification shall be made within fifteen (15) days from such transfer; and

[Handwritten signature]

11. Transfer of location of the power barge operation during or after the 5-year project lifespan shall be subjected to another ECC application.

Non-compliance with any of the above stipulations will be sufficient cause for the suspension or cancellation of this Certificate and/or a fine in an amount not to exceed Fifty Thousand Pesos (P50,000.00) for every violation thereof, at the discretion of the Bureau (Section 9 of P.D. 1586).

Given this

26-1994

Angel C. Alcala
ANGEL C. ALCALA
Secretary

Recommending Approval:

Rachel A. Vasquez
RACHEL A. VASQUEZ
OIC, EMB Director

EMB/AVA/CCS/LCC/NAV



Republic of the Philippines
Department of Environment and Natural Resources
ENVIRONMENTAL MANAGEMENT BUREAU
Office of the Regional Director
Region-10, Macabalan, Cagayan de Oro City

March 7, 2014

ECC Ref. Code: EMB-R10-1402-0036

MR. RENE B. RONQUILLO

President & COO
Hedcor Bukidnon, Inc.
DANA Corporate Office, Ladislawa Avenue
Buhangin, Davao City, 8000

Subject: **Certificate of Environmental Compliance Certificate (ECC)**

Sir:

This refers to your Environmental Compliance Certificate (ECC) application for the Manolo Fortich Hydroelectric Power System Project in Manolo Fortich and Impasug-ong, Bukidnon.

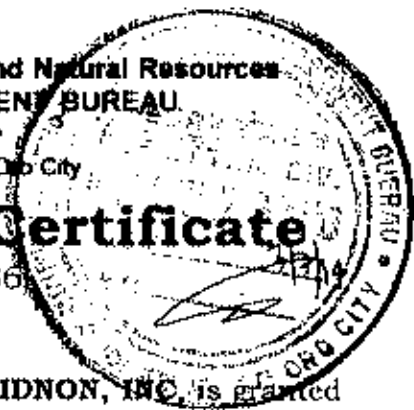
After satisfying the requirements in the said application and after substantive review of the submitted documents for the said project, this Office has decided to grant the necessary Environmental Compliance Certificate (ECC).

With the issuance of this ECC, you are expected to implement the measures presented in the Initial Environmental Examination (IEE) Report intended to protect and mitigate the project's adverse impacts on the environment. You may proceed with project implementation after securing all the necessary permits from other pertinent government agencies and providing them copies of this approved ECC and the EIS/IEE Report. This office will be monitoring the project periodically to ensure your compliance with stipulations cited in the attached ECC.

Please be guided accordingly.

Very truly yours,

DR. ABDULLAH C. ABUBACAR, CESO IV
Regional Director



Environmental Compliance Certificate

(Issued under Presidential Decree 1586)

ECC-R10-1402-0036

THIS IS TO CERTIFY THAT THE PROPONENT, **HEDCOR BUKIDNON, INC.** is granted this Environmental Compliance Certificate (ECC), for the proposed **68.8 MW MANOLO FORTICH HYDROELECTRIC POWER SYSTEM PROJECT** located in Barangays Guilang-guilang, Santiago, Maluko and Dalrig of Manolo Fortich and Barangay Guihean of Impasug-ong, all in the province of Bukidnon by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau (EMB), Region 10.

SUBJECT ONLY to the conditions and restrictions set-out in this certificate.

This certification is issued for the **68.8 MW MANOLO FORTICH HYDROELECTRIC POWER SYSTEM PROJECT**, with the following details:

PROJECT DESCRIPTION

This ECC shall cover the construction and operation of the 68.8 MW **MANOLO FORTICH HYDROELECTRIC POWER SYSTEM (RUN-OF-RIVER HYDROELECTRIC POWER)** that will have two (2) main components: Manolo Fortich 1 HPP and Manolo Fortich 2 HPP to be located in Barangays Guilang-guilang, Santiago, Maluko and Dalrig of Manolo Fortich and in Barangay Guihean of Impasug-ong all in the province of Bukidnon. The Hydroelectric Power Plants shall have the following appurtenant structures:

• Weir Intake 1- Tanaon River	• Silt Basin/Forebay
• Weir Intake 2- Guihean River	• Box Culvert
• Weir Intake 3- Upper Amusig River	• Water Conveyance Tunnel
• Desander 1,2 & 3	• Turbine
• Water Conveyance Pipeline 1,2,& 3	• Generator
• Surge Tank	• Powerhouse & Tailrace
• Headpond	• Switchyard
• Penstock 1 & 2	Access roads, Substation & Transmission Line

This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 2003-30. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this certificate.

Issued at EMB - 10 Cagayan de Oro City this MAR 07 2014 day of 2014.

Recommending Approval:

ALEX D. JIMENEZ

Chief, Clearance & Permitting Division

Approved by:

DR. SABDULLAH C. ABUBACAR, CESO IV

Regional Director

SWORN STATEMENT OF OWNER

I, MR. RENE B. RONQUILLO-PRESIDENT & COO, HEDCOR BUKIDNON, INC., proponent of this (68.8. MW MANOLO FORTICH HYDROELECTRIC POWER SYSTEM PROJECT) located in Barangays Guilang-guilang, Santiago, Maluko, & Dalrig of Manolo Fortich and in Barangay Guihean of Impasug-ong all in the province of Bukidnon, takes full responsibility in complying with all conditions contained in this Environmental Compliance Commitment (Environmental Compliance Certificate or ECC).

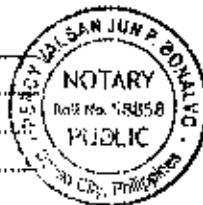

.....
Name of Proponent
Signature

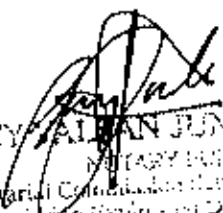
TIN 137 - 059 - 594

Subscribed and sworn to before me this MAR 10 2014, the above-named affiant taking oath presenting Residence Certificate No. 01778351 issued on January 15, 2014 at Davao City.

.....
Signature of Notarizing Officer

Doc. No. 104
Page No. 36
Book No. 12
Series of 2014




PERCY ALAN JUN R. DONALVO
NOTARY PUBLIC
Notarial Commission No. 192-2013
Commission Expires on Dec 31, 2014
Roll of Attorneys No. 68818
ESP CR. No. 94054 - 017511 - D.C.
PER No. 304216 - 2013/14 - D.C.
Felician Montejó & Vicente Law Firm
10th Floor, Abreeza Corporate Center
1001 Soledad St., Davao City

10. The local qualified residents shall be given priority for employment;
11. Implement the Social Development Program that will be anchored to the Barangay Development Plan of the Communities affected;
12. Submit Self Monitoring report (SMR) and Compliance Monitoring Report (CMR) to this Office on a semi-annual basis;
13. The proponent shall put up a replenishable Environmental Guarantee Fund (EGF) to cover the following expenses:
 - a. for further environmental assessments, compensation/indemnification for whatever damages to life and property that may be caused by the project;
 - b. Rehabilitation and/or restoration of areas affected by the project's implementation; and
 - c. Abandonment/decommissioning of the project facilities related to the prevention of possible negative impacts and as a source of fund for contingency and clean-up activities;
14. The proponent shall initiate to put-up an Environmental Monitoring Fund (EMF) for the use of Multi-Partite Monitoring Team in monitoring compliance to ECC;
15. A Multipartite Monitoring Team (MMT) composed of representative(s) from the proponent, EMB Region 10, a local environmental Non-Government Organization (NGO), DOE and the LGUs concerned shall be organized. The MMT shall primarily oversee the compliance of the proponent with the Environmental Management Plan/Environmental Monitoring Plan as well as the conditions of this ECC;
16. An Environmental Unit (EU) shall be created prior to project construction phase;
17. The DENR-EMB-10 and/or multi-partite team can initiate an on-the-spot monitoring and inspection anytime without prior notice;
18. In case of abandonment, the Proponent shall notify the EMB Regional Office concerned within three (3) months prior to the abandonment and the Proponent shall submit its abandonment mitigation plan;

II. RESTRICTIONS

The proponent is strictly subject to the following restrictions:

19. No other activities should be undertaken other than what was stipulated in the Environmental Impact Statement (EIS) document. Should there be an expansion of the project beyond the project description, or any significant change in the activity beyond those stated in the EIS document; shall be made subject to a new Environmental Impact Assessment;
20. All other permits from the concerned government agencies especially from NWRB, NCIP, Special Land Use Permit (SLUP) & Tree Cutting Permit from DENR and Road-Right-of-Way Permit shall be secured prior to project construction, otherwise this ECC shall be considered null and void. Further, these permits shall be submitted to this Office prior to project construction; and



**ENVIRONMENTAL
MANAGEMENT BUREAU**

Republic of the Philippines

Department of Environment and Natural Resources

ENVIRONMENTAL MANAGEMENT BUREAU

OFFICE OF THE REGIONAL DIRECTOR

Region XI

Door 7 & 8 Felber's Bldg., Lanang, Davao City

Telefax No. 233-0809 • Tel. Nos. 234-0166 • 234-0061

email address: embdavu1@yahoo.com or embdavu1@skynet.net

OWNER'S FILE

ENVIRONMENTAL COMPLIANCE CERTIFICATE

(Issued under Presidential Decree 1586)

ECC-R11-1108-0118

Received
Date
Year

Remasoc. *BLD*
Date *9-1-11*
Time *11:15 AM*

THIS IS TO CERTIFY THAT PROPONENT, **HEDCOR SIBULAN, INC.**, is granted this Environmental Compliance Certificate (ECC) for the proposed **Hedcor Sibulan Upstream and Downstream Expansion Project** to be located at Brgys. Sibulan, Darong and Astorga, Municipality of Sta. Cruz, Davao del Sur by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau, Region XI.

SUBJECT ONLY to the conditions and restrictions set-out in this ECC, and in the attached document labeled as Annex A, B and C.

This certification is issued with the following details:

PROJECT DESCRIPTION

The ECC covers the establishment of a proposed Hedcor Sibulan Upstream (Tudaya 1) and Downstream (Tudaya 2) Hydro-Electric Power Plant with generating capacity of 6.30 megawatt and 8.40 megawatt, respectively, as indicated in the submitted Environmental Performance Report and Management Plan (EPRMP) documents in addition to the existing 42.5 MW Sibulan Hydro power System located at Brgys. Sibulan, Darong and Astorga, Sta. Cruz, Davao del Sur.

This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 2003-30, EMB Director Memorandum dated 22 December 2006, EMB Memorandum Circular No. 001 Series of 2007, EMB Memorandum dated February 12, 2007 and DENR Memorandum Circular No. 2007-08. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiency or error that may be found after issuance of this Certificate.

Given this **AUG 26 2011**, at Davao City Philippines.

METODIO U. TURBELLA
Regional Director

Recommending Approval:


RUFINO C. BANDIALAN
OIC, Chief, EIAM Division

I. CONDITIONS

ENVIRONMENTAL MANAGEMENT

1. All commitments and mitigating measures contained in the Environmental Performance Report and Management Plan (EPRMP) for the proposed Hedcor Sibulan Upstream and Downstream Expansion Project and Related Facilities, particularly in the Environmental Management shall be instituted to minimize any adverse impact of the project to the environment throughout its implementation.
2. That the proponent should be enjoined to continuously preserve and protect the Sibulan River geared towards the prevention of flooding therein.

GENERAL CONDITIONS

3. That plant operations shall conform with the provisions of government environmental regulations and their Implementing Rules and Regulations namely: RA 6969 (Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990), RA 8749 (Philippine Clean Air Act of 1999), RA 9003 (Act providing for an Ecological Solid Waste Management Program), and RA 9275 (Philippine Clean Water Act of 2004);
4. That measures to prevent soil erosion and siltation shall be effected especially during access road construction; further, the proponent shall properly address the waste dumps/spoils generated by the said activities;
5. That the proponent shall first address the settlement of private/public properties that would be affected by the project including access and power lines right-of-way for the project prior to project implementation;
6. That the proponent should ensure that the project will not adversely affect the natural characteristics and features of the Tudaya Falls;
7. That a relocation and/or proper compensation program and those who will be displaced, if any;
8. That a Revised Comprehensive Watershed Management Plan shall be formulated in coordination with the concerned agency. Further, that the proponent should come up with a watershed management plan of their own in the area which will be directly affected by their operation which should fitted in the watershed management plan of the community;
9. That an Environmental Unit (EU) shall be created to oversee and undertake the implementation of the Comprehensive Watershed Management Plan, Social Development Plan and Compliance Monitoring Program;
10. That a Social Development Plan which provides for a continuing dialogue/participation of the local constituents in the project shall formulated and implemented;
11. That the additional area subject of ECC application shall be included in the monitoring activities of the existing MMT;

12. That any expansion from the approved operation shall subject to a separate EIA requirements.

II. RESTRICTIONS

13. That the Proponent shall see to it that copy of this ECC shall be furnished to all agencies concerned within one (1) month from receipt thereof; A certification by the Proponent that said ECC has been duly delivered and received, or submission to EMB XI of the issued ECC duly stamped as received by concerned agencies will serve as compliance of this Condition;


14. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify the EMB Regional Office concerned within fifteen (15) days as regards to the transfer of ownership;

15. That three (3) months prior to the abandonment, the Project Proponent shall notify this Office as the circumstances warrant or as the need arises, with due notice to the Project Proponent;

Non-compliance with any of the provisions of this certificate shall be sufficient cause for the suspension or cancellation of this Certificate and/or an imposition of a fine in an amount not to exceed **FIFTY THOUSAND (Php 50,000.00) PESOS** for every violation thereof, at the discretion of this Office pursuant to Section 9 of P.D. 1586.

Conforme:

I, **RENE B. RONQUILLO**, President and COO of HEDCOR SIBULAN, INC., the proponent of this proposed Hedcor Sibulan Upstream and Downstream Expansion Project to be located at Brgys. Sibulan, Darong and Astorga, Sta. Cruz, Davao del Sur takes full responsibility in complying with all conditions in this Environmental Compliance Certificate (ECC).

HEDCOR SIBULAN, INC.
By: 
RENE B. RONQUILLO
President and COO

PROJECT ASSESSMENT PLANNING TOOL

For the assistance of the Proponents and government agencies concerned in the management of the project and for better coordination in mitigation on the impact of the project on its surrounding areas and to the environment.

By way of recommendation, the following have been taken notice of by the undersigned and are forwarding these recommendations to the parties and authorities concerned for proper appreciation and action.

Recommendation to Concerned Government Agencies	Responsible Agency (Permitting, Approving and Monitoring Agencies)
1. Water Permit	National Water Resources Board
2. Sanitary Permit	DOH XI or Municipal Health Office.
3. Drainage Clearance	Municipal Engineer's Office
4. Structural Stability/Building Permit	Municipal Building Official
5. Solid Waste Management Clearance, whenever applicable	LGU concerned
6. Zoning/Locational Clearance	Municipal Planning and Development Office
7. Occupational Health, Safety of Workers and Lawful Practice	DOLE XI
8. "Permit to Cut" trees, whenever applicable	DENR-CENRO concerned
9. Special Use Agreement in Protected Areas (SAPA) Clearance	DENR-XI
10. Other applicable permits as may be required by concerned agencies	DOE, NEA, NCIP, etc.

ENVIRONMENTAL PLANNING RECOMMENDATION FOR THE PROPONENT

The following are recommendations for the Proponent for the protection of the area and the affected environment. It is strongly recommended that the same be strictly complied by the Proponents.

1. Shall employ a Pollution Control Officer (PCO) duly accredited by this Office in accordance with DENR-DAO 26, series of 1992, to ensure that all Environmental laws, rules and regulations are properly complied with.
2. Close monitoring of the project should be undertaken by the proponent to maintain a high level of safety and efficiency at all stages of the construction, and to immediately address any environmental hazard/change that may take place.
3. Submission of Semi-Annual Compliance Monitoring and Validation Report including Quarterly Self-Monitoring Report/Compliance Monitoring Report to EMB-XI Office.

For dissemination and proper action of the parties concerned.


RUFINO C. BANDIALAN
OIC, Chief, EIAM Division


METODIO H. TURBELLA
Regional Director



ECC-11-06-03-03-033-4220

OWNERS FILE

Mr. Rene B. Ronquillo
Chief Executive Officer
Hydro Electric Development Corporation (HEDCOR)
2nd Floor Parrenias Bldg., #10 McArthur Highway, Matina
Davao City

ENVIRONMENTAL MANAGEMENT BUREAU BY

Records Section

Received
Date
Time

Released
Date
Time

22/05/06
10:50

Subject: **ENVIRONMENTAL COMPLIANCE CERTIFICATE**

Sir:

This is to inform you that an Environmental Compliance Certificate (ECC) is hereby granted to the proposed hydroelectric power development and related facilities (42.5 MW Sibulan Hydro Power Project) to be located at Sta. Cruz, Davao del Sur, after complying with the Environmental Impact Assessment (EIA) requirements as prescribed in the promulgated guidelines implementing Section 4 of P.D. 1151, Section 4 of P.D. 1586 and its Implementing Rules and Regulations.

This Certificate is being issued subject to the following conditions:

1. This Certificate is valid only for the proposed hydroelectric power development (42.5 MW Sibulan Hydro Power Project) that will involve the tapping of the head waters of Sibulan River and its tributaries, for two run-of-the-river (ROR) power stations, and is composed of Sibulan Plants A and B with a capacity of 16.5 MW and 26 MW, respectively, for a total installed capacity of 42.5 MW as indicated in the submitted EIS document to be located at Barangays Sibulan and Darong, Municipality of Sta. Cruz, Davao del Sur;

THIS ECC SHOULD NOT BE MISCONSTRUED AS A PERMIT; RATHER A SET OF CONDITIONALITIES WHICH SHOULD BE FOLLOWED BY THE PROJECT PROPONENT IN ALL STAGES OF PROJECT IMPLEMENTATION IN ORDER TO MITIGATE POTENTIAL ADVERSE IMPACTS ON THE ENVIRONMENT.

2. That it shall be the responsibility of the Project Proponent to secure applicable permits/clearances from all government agencies concerned prior to the project's construction and operation;
3. That the proponent shall secure a permit from the NWRB regarding the volume of water diversion and shall limit the water diversion based on the NWRB prescription;

This project should not be started/implemented without first securing the above required clearances/permits.

4. That road works plan should be in coordination with DPWH-XI;
5. That emissions from the air pollution sources equipment and control facilities shall conform with the prescribed EMB-DENR standards;
6. That the project proponent shall employ a Pollution Control Officer (PCO) in accordance with the Implementing Rules & Regulations of P.D. RA 8749, particularly DAO 26, series of 1991, to ensure that all environmental laws and regulations shall be properly complied with;
7. That a medical clinic shall be provided, whenever applicable under existing Rules;
8. That the proponent shall first address the settlement of private/public properties that would be affected by the project including access and power lines right-of-way for the project prior to project implementation;
9. That the relocation and/or proper compensation program shall be implemented in coordination with the government agency concerned;
10. That there shall be no diversion of water from the Sibulan Creek at Sitio Tudaya for six (6) hours during summer season (January to April) to maintain the tourism potential of Tudaya Falls;
11. That trees within the proposed plant site, access road and power lines right-of-way shall be disposed of in accordance with existing Forestry Laws, Rules and Regulations;
12. That measures to prevent soil erosion and siltation shall be effected especially during tunnel and access road construction; Further, the proponent shall properly address the waste dumps/spoils generated by the said activities;
13. That proper collection and disposal of solid wastes especially during construction shall be effected;
14. That tunnel support, ventilation and safety practices shall be strictly implemented. Health and sanitation practices shall be observed at all times and safety and personnel protection devices shall be provided to prevent health and occupational hazards;
15. That all measures to mitigate disruption of important ecological processes shall be undertaken.
16. That a Comprehensive Watershed Management Plan shall be formulated in coordination with the PAMB, further, that the proponent should come up with a watershed management plan of their own in the area which will be directly affected by their operation which should fitted in the watershed management plan of the community;
17. That a Social Development Plan which provides for a continuing dialogue/participation of the local constituents in the project shall be formulated and implemented;

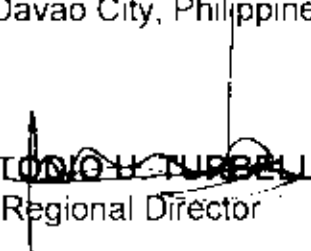


18. That information campaigns and consultative meetings with the community/Barangay leaders to solicit and resolve issues/concerns and responses on the operation of the project shall be regularly conducted including value orientation and formation seminars and/or training among the directly affected communities in response to the cultural changes effected by the project. Such meetings, seminars and/or training shall be properly documented, copy of which shall be furnished to EMB-DENR XI as proof that such meetings have been conducted; Further, that priority of employment shall be given preference to qualified local residents including women during the development and operation of the project.
19. That a memorandum of Agreement (MOA) shall be forged between the proponent and the host municipality within ninety (90) days of the issuance of this Certificate. The MOA shall detail the monetary and non-monetary benefits (e.g. missionary electrification, generation of employment and other social benefits) that shall be provided to the host municipality as stipulated in Section 5.i of RA 7638 (Department of Energy Act of 1992);
20. That a Multi-Partite Monitoring Team (MMT) shall be organized by the MMT Executive Committee to be initiated by the Proponent within 60 days after receipt of this ECC;
21. That an Environmental Monitoring Fund (EMF) shall be established to be funded by the herein Project Proponent which will be utilized by the MMT within 30 days after the receipt of this ECC;
22. That the proponent shall set up an Environmental Guarantee Fund (EGF) to cover expenses for indemnification of damages cause by the project, including rehabilitation and/or restoration of area affected by the project's implementation. The amount and mechanism of the EGF shall be determined by the EMB-DENR XI and the proponent within ninety (90) days after the issuance of this Certificate;
23. That an Environmental Unit (EU) shall be created to oversee and undertake the implementation of the Comprehensive Watershed Management Plan, Social Development Plan and Compliance Monitoring Program. It shall likewise ensure the quarterly reporting and monitoring activities to the EMB-DENR XI and establish coordination with the MMT;
24. That any expansion from the approved operation shall be subject to a separate EIA requirement;
25. That transfer of ownership of the project carries with it the same condition in this ECC for which the Project Proponent shall make written notification within fifteen (15) days from such transfer; and
26. That any false information or misrepresentation in the submitted documents will be a sufficient ground for automatic revocation of this ECC.



Non compliance with any of the above stipulations will be sufficient cause for the suspension or cancellation of this Certificate and/or a fine in an amount not to exceed FIFTY THOUSAND (Php 50,000.00) PESOS for every violation thereof, at the discretion of this Office pursuant to Section 9 of P.D. 1586.

Given this 5th day of March _____ 2006, at Davao City, Philippines.


METONIO H. TURBELLA
Regional Director

Recommending approval:


RUFINO G. BANDIALAN
OIC Chief, EIAM Division

Confirms:


RENE B. RONQUILLO
Chief Executive Officer

THIS ECC SHALL BE POSTED IN A CONSPICUOUS LOCATION NEAR THE PROJECT AND SHALL BE ADEQUATELY FRAMED OR OTHERWISE PROTECTED AGAINST DAMAGE.

Database Mgt. Fee P 1,000.00
Processing Fee 2,000.00
Procedural Screening Fee 300.00

O.R. No. 8834692 F
do
-do-

Date Issued: 01-17-2006
do
do-

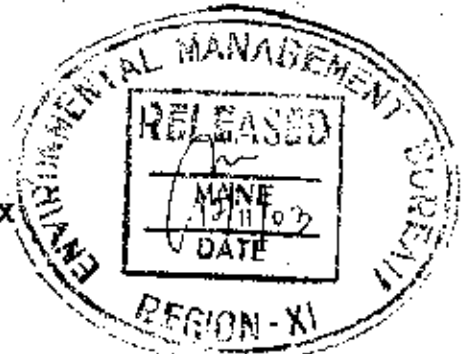


Republic of the Philippines
 Department of Environment and Natural Resources
ENVIRONMENTAL MANAGEMENT BUREAU
OFFICE OF THE REGIONAL DIRECTOR
 Region XI
 Door 7, Felbet's Bldg., Lanang, Davao City
 Tel. Nos. 233-0809, 300-5139, 305-1119 & 235-1354 (fax)
 email address : embclavxi@yahoo.com

CNC-11-2003-148

EMB RXI FILE

MR. RUDY P. BRIOSO
 Department Manager
NATIONAL POWER CORPORATION
MINDANAO GENERATION
 Pulangi IV/Agusan/Talomo Hydroelectric Plant Complex
 Camp 1, Kiuntod, Maramag, Bukidnon



Subject: **CERTIFICATE OF NON-COVERAGE**

SIR:

This is to inform you that your existing **Talomo Mini Hydroelectric Plant complex (Plants 2A, 2B, 2 and 3)** located at Barangay Tugbok, Mintal, Davao City is outside the purview of the Philippine EIS System (P.D. 1586) as the same was established and operational before 1982 which is the effectivity of PD 1586 otherwise known as the Philippine EIS System. Hence, exempted from securing an Environmental Compliance Certificate (ECC), subject however, to the condition that the Project Proponent shall secure the necessary Permits/Clearances from other government agencies concerned, to include, but not limited to the following:

- Department of Energy on related permits/clearances; and
- National Water Resources Board on water permit.


THAT THE MONITORING OF THE ABOVE-STATED PERMITS/CLEARANCES SHALL BE THE SOLE RESPONSIBILITY OF THE RESPECTIVE GOVERNMENT AGENCIES CONCERNED.

Given this 11th day of December 2003, at Davao City, Philippines.


GREGORIO T. ESTRADA
 Regional Director

Recommending Approval:


RUFINO C. BANDIALAN
 OIC, Chief, EIA Division


 ISABELO A. RABE JR.
 12/11/03

CERTIFICATE OF TURN-OVER

Consistent with the provisions of the Certificate of Closing executed by the **Power Sector Asset and Liabilities Management Corporation (PSALM)** President dated 18 January, 2005, on the turnover of **National Power Corporation's (NPC) Talomo Hydroelectric Plants (THEP)**, Plant 2, Plant 2A, Plant 2B and Plant 3, to the **Hydro Electric Development Corporation (HEDCOR)**, the following agreements are herein stipulated as follows:

1. HEDCOR shall now assume full ownership of the asset as turned over by PSALM;
2. HEDCOR shall relieve NPC of their responsibility over the operation and maintenance of the plant and its consequential costs;
3. HEDCOR shall be the recipient of all revenues derived from the generation of the plant;
4. Notwithstanding item 2 above, the NPC operations personnel of Talomo shall assist the HEDCOR operations personnel within the transition period from January 19, 2005 to January 31, 2005;
5. At the closing of office hours on January 31, 2005, former Talomo HEP operations personnel of NPC will vacate their respective stations.


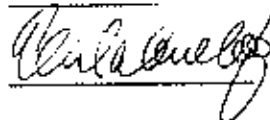
Effective and executed this 19th day of January 2005 at Talomo HEP by:


FROILAN A. TAMPINCO
Vice President, PSALM

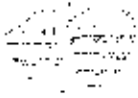

RENE B. RONQUILLO
President, HEDCOR


SILVANO C. ZANORIA
SVP, TMS & Missionary Electrification

Signed in the presence of:





Environmental Management Bureau

ENVIRONMENTAL COMPLIANCE CERTIFICATE

The Environmental Management Bureau hereby grants this Environmental Compliance Certificate (ECC) to the proposed Mini Hydro Electric Plant of **MINHO ELECTRIC DEVELOPMENT CORPORATION** to be located in Barangay Malagos, Davao District, Davao City, after complying with the Environmental Impact Assessment (EIA) requirement as prescribed in the promulgated guidelines implementing Section 3 (b) of P.D. 1121 and 1589.

This Certificate is being issued subject to the following conditions:

1. That this Certificate shall only be valid for Upper Tolomo River Mini Hydro Power System consisting of four (4) power plants with a combined power generating capacity of 3.6 megawatts;
2. That this project shall only involve construction and operation of the mini-hydro power system;
3. That a maximum of 5.8 cubic meters per second water generation flow shall be maintained for system purposes;
4. That the economic profits of the project area including statistics on the number of people/households who depend on fishing and farming on the river for livelihood shall be submitted within sixty (60) days after the issuance of this ECC;
5. That a perception survey following the attached EMB format shall be conducted and the results to be submitted to this Office within sixty (60) days after the issuance of this ECC;
6. That adequate mitigating measures shall be provided to control nuisance from noise and dust resulting from project construction;
7. That an evaluation matrix be prepared to assess the beneficial and adverse impacts of the project and submitted to this Office within sixty (60) days after the issuance of this ECC;
8. That an Environmental Protection and Enhancement Work Program covering the areas affected by the project shall be submitted for implementation within sixty (60) days after the issuance of this ECC;
9. That detailed plan to mitigate water-borne disease causing insects/organisms shall be submitted to this Office sixty (60) days after the issuance of this ECC;

10. That an appropriate contingency plan to handle emergency situation shall be implemented particularly in case of severe flooding or flash flood;
11. That on the spot monitoring and inspections can be initiated by the EMB-DENR Region XI anytime in coordination with concerned groups;
12. That transfer of ownership of this project carries the same conditions in this EOC for which written notification shall be made within fifteen (15) days from such transfer.

Non-compliance with any of the above stipulations will be sufficient cause for the suspension or cancellation of this Certificate and/or a fine in an amount not to exceed Fifty Thousand Pesos (P50,000.00) for every violation thereof, at the discretion of the Bureau (Section 9 of P.D. 1586).

Given this 18th day of September, Nineteen Hundred and Ninety One.



DELFIN J. GANAPIN, JR.
OIC, Office of the Undersecretary
for Environment and Research

/DSD/SH/LAR/cb*



**ENVIRONMENTAL
MANAGEMENT BUREAU**

Republic of the Philippines
 Department of Environment and Natural Resources
ENVIRONMENTAL MANAGEMENT BUREAU
OFFICE OF THE REGIONAL DIRECTOR
 Region XI
 DENR Compound, Lahang, Davao City
 Telefax No. 233-0809 • Tel. Nos. 234-0166 • 234-0061
 email address: embdavu1@yahoo.com or embdavu1@skynet.net

August 9, 2012

OWNER'S FILE

Mr. Rene B. Ronquillo
 President
HEDCOR TUDAYA, INC.
 DANA Corporate Offices, Ladislawa Ave.
 Buhangin, Davao City

ENVIRONMENTAL MANAGEMENT BUREAU
 Records Section

Received
 Date
 by

Released *BCB*
 Date *8-9-12*
 by *3:10 pm*

Sir:

In response to the letter dated August 8, 2012 and pursuant to Condition No. 14 of the Environmental Compliance Certificate No. ECC-R11-1108-0118 dated 26th August 2011 issued in favor of **HEDCOR SIBULAN, INC.**, for its Hedcor Sibulan Upstream (Tudaya 1) and Downstream (Tudaya 2) Hydro-Electric Power Plant Project located at Brgys. Sibulan, Darong and Astorga, Sta. Cruz, Davao del Sur, this Office hereby grants your request for the Transfer of Ownership of 8.4 MW Hedcor Sibulan Downstream (Tudaya 2) located in Brgy. Astorga, Sta. Cruz, Davao del Sur, from the former, to the latter:

HEDCOR TUDAYA, INC.
 Transferee

It is understood that compliance of the terms and conditions stipulated in the ECC is a must and subject to the monitoring regulations of this Office.

Please be guided accordingly.

Very truly yours,

[Signature]
RUTH M. TAWANTAWAN, CESO IV
 Regional Director



**ENVIRONMENTAL
MANAGEMENT BUREAU**

Republic of the Philippines

Department of Environment and Natural Resources

ENVIRONMENTAL MANAGEMENT BUREAU

OFFICE OF THE REGIONAL DIRECTOR

Region XI

Door 7 & 8 Felber's Bldg., Lanang, Davao City

Telefax No. 233-0809 • Tel. Nos. 234-0166 • 234-0061

email address: embdavu1@yahoo.com or embdavu1@skynet.net

OWNER'S FILE

ENVIRONMENTAL COMPLIANCE CERTIFICATE

(Issued under Presidential Decree 1586)

ECC-R11-1108-0118

Received
Date
Year

Remasoc. *BLD*
Date *9-1-11*
Time *11:15 AM*

THIS IS TO CERTIFY THAT PROPONENT, **HEDCOR SIBULAN, INC.**, is granted this Environmental Compliance Certificate (ECC) for the proposed **Hedcor Sibulan Upstream and Downstream Expansion Project** to be located at Brgys. Sibulan, Darong and Astorga, Municipality of Sta. Cruz, Davao del Sur by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau, Region XI.

SUBJECT ONLY to the conditions and restrictions set-out in this ECC, and in the attached document labeled as Annex A, B and C.

This certification is issued with the following details:

PROJECT DESCRIPTION

The ECC covers the establishment of a proposed Hedcor Sibulan Upstream (Tudaya 1) and Downstream (Tudaya 2) Hydro-Electric Power Plant with generating capacity of 6.30 megawatt and 8.40 megawatt, respectively, as indicated in the submitted Environmental Performance Report and Management Plan (EPRMP) documents in addition to the existing 42.5 MW Sibulan Hydro power System located at Brgys. Sibulan, Darong and Astorga, Sta. Cruz, Davao del Sur.

This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 2003-30, EMB Director Memorandum dated 22 December 2006, EMB Memorandum Circular No. 001 Series of 2007, EMB Memorandum dated February 12, 2007 and DENR Memorandum Circular No. 2007-08. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiency or error that may be found after issuance of this Certificate.

Given this **AUG 26 2011**, at Davao City Philippines.

METODIO U. TURBELLA
Regional Director

Recommending Approval:


RUFINO C. BANDIALAN
OIC, Chief, EIAM Division

I. CONDITIONS

ENVIRONMENTAL MANAGEMENT

1. All commitments and mitigating measures contained in the Environmental Performance Report and Management Plan (EPRMP) for the proposed Hedcor Sibulan Upstream and Downstream Expansion Project and Related Facilities, particularly in the Environmental Management shall be instituted to minimize any adverse impact of the project to the environment throughout its implementation.
2. That the proponent should be enjoined to continuously preserve and protect the Sibulan River geared towards the prevention of flooding therein.

GENERAL CONDITIONS

3. That plant operations shall conform with the provisions of government environmental regulations and their Implementing Rules and Regulations namely: RA 6969 (Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990), RA 8749 (Philippine Clean Air Act of 1999), RA 9003 (Act providing for an Ecological Solid Waste Management Program), and RA 9275 (Philippine Clean Water Act of 2004);
4. That measures to prevent soil erosion and siltation shall be effected especially during access road construction; further, the proponent shall properly address the waste dumps/spoils generated by the said activities;
5. That the proponent shall first address the settlement of private/public properties that would be affected by the project including access and power lines right-of-way for the project prior to project implementation;
6. That the proponent should ensure that the project will not adversely affect the natural characteristics and features of the Tudaya Falls;
7. That a relocation and/or proper compensation program and those who will be displaced, if any;
8. That a Revised Comprehensive Watershed Management Plan shall be formulated in coordination with the concerned agency. Further, that the proponent should come up with a watershed management plan of their own in the area which will be directly affected by their operation which should fitted in the watershed management plan of the community;
9. That an Environmental Unit (EU) shall be created to oversee and undertake the implementation of the Comprehensive Watershed Management Plan, Social Development Plan and Compliance Monitoring Program;
10. That a Social Development Plan which provides for a continuing dialogue/participation of the local constituents in the project shall formulated and implemented;
11. That the additional area subject of ECC application shall be included in the monitoring activities of the existing MMT;

12. That any expansion from the approved operation shall subject to a separate EIA requirements.

II. RESTRICTIONS

13. That the Proponent shall see to it that copy of this ECC shall be furnished to all agencies concerned within one (1) month from receipt thereof; A certification by the Proponent that said ECC has been duly delivered and received, or submission to EMB XI of the issued ECC duly stamped as received by concerned agencies will serve as compliance of this Condition;

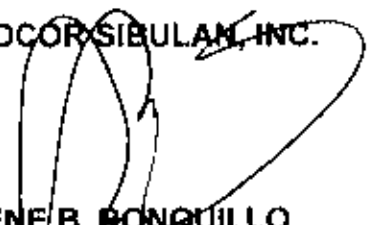
14. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify the EMB Regional Office concerned within fifteen (15) days as regards to the transfer of ownership;

15. That three (3) months prior to the abandonment, the Project Proponent shall notify this Office as the circumstances warrant or as the need arises, with due notice to the Project Proponent;

Non-compliance with any of the provisions of this certificate shall be sufficient cause for the suspension or cancellation of this Certificate and/or an imposition of a fine in an amount not to exceed **FIFTY THOUSAND (Php 50,000.00) PESOS** for every violation thereof, at the discretion of this Office pursuant to Section 9 of P.D. 1586.

Conforme:

I, **RENE B. RONQUILLO**, President and COO of HEDCOR SIBULAN, INC., the proponent of this proposed Hedcor Sibulan Upstream and Downstream Expansion Project to be located at Brgys. Sibulan, Darong and Astorga, Sta. Cruz, Davao del Sur takes full responsibility in complying with all conditions in this Environmental Compliance Certificate (ECC).

HEDCOR SIBULAN, INC.
By: 
RENE B. RONQUILLO
President and COO

PROJECT ASSESSMENT PLANNING TOOL

For the assistance of the Proponents and government agencies concerned in the management of the project and for better coordination in mitigation on the impact of the project on its surrounding areas and to the environment.

By way of recommendation, the following have been taken notice of by the undersigned and are forwarding these recommendations to the parties and authorities concerned for proper appreciation and action.

Recommendation to Concerned Government Agencies	Responsible Agency (Permitting, Approving and Monitoring Agencies)
1. Water Permit	National Water Resources Board
2. Sanitary Permit	DOH XI or Municipal Health Office.
3. Drainage Clearance	Municipal Engineer's Office
4. Structural Stability/Building Permit	Municipal Building Official
5. Solid Waste Management Clearance, whenever applicable	LGU concerned
6. Zoning/Locational Clearance	Municipal Planning and Development Office
7. Occupational Health, Safety of Workers and Lawful Practice	DOLE XI
8. "Permit to Cut" trees, whenever applicable	DENR-CENRO concerned
9. Special Use Agreement in Protected Areas (SAPA) Clearance	DENR-XI
10. Other applicable permits as may be required by concerned agencies	DOE, NEA, NCIP, etc.

ENVIRONMENTAL PLANNING RECOMMENDATION FOR THE PROPONENT

The following are recommendations for the Proponent for the protection of the area and the affected environment. It is strongly recommended that the same be strictly complied by the Proponents.

1. Shall employ a Pollution Control Officer (PCO) duly accredited by this Office in accordance with DENR-DAO 26, series of 1992, to ensure that all Environmental laws, rules and regulations are properly complied with.
2. Close monitoring of the project should be undertaken by the proponent to maintain a high level of safety and efficiency at all stages of the construction, and to immediately address any environmental hazard/change that may take place.
3. Submission of Semi-Annual Compliance Monitoring and Validation Report including Quarterly Self-Monitoring Report/Compliance Monitoring Report to EMB-XI Office.

For dissemination and proper action of the parties concerned.


RUFINO C. BANDIALAN
OIC, Chief, EIAM Division


METODIO H. TURBELLA
Regional Director



Ref.: EMB.EIA.2015L
Ref.Code#ECC-R6-1502-0083-4220

04 MAR 2015

MR. JOSE MARIA P. ZABALETA

Chairman
San Carlos Sun Power, Incorporated
Suite 1207 Security Bank Center, 6776 Ayala Avenue
Makati City

Dear Mr. Zabaleta:

This has reference to your Environmental Compliance Certificate (ECC) application for your proposed solar power plant (**San Carlos Sun Power**) project located in **Barangay Punao, San Carlos City, Negros Occidental**.

After a careful evaluation of the documents submitted for the aforesaid project, this office has decided to grant the same an ECC which contains our findings and recommendations as a result of evaluation of the EIA document you have submitted to EMB Region VI. **All the findings and recommendations shall be integrated by relevant Government Agencies in their decision making prior to the issuance of clearances, permits and licenses under their mandates.**

In view thereof, you are hereby reminded that you need to **secure all necessary permits/clearances from pertinent government agencies prior to project implementation**. Further, we will be monitoring the project periodically to ensure your compliance to the conditions stipulated in the attached ECC. You are also strongly advised to implement all the recommendations and to coordinate with the Government Agencies listed in your ECC for better management and mitigation of the impacts of the project. Any expansion to the currently approved operations will be subjected to another Environmental Impact Assessment (EIA) process.

Please be informed that you may request for relief from ECC Commitments based on Section 17 of the Revised Procedural Manual for DENR Administrative Order No. 30 Series of 2003 (DAO 03-30) under the following conditions:

- a) for projects which have secured ECCs but have not been implemented for five (5) years;
- b) for projects which were previously covered but are currently classified as outside the Philippine EIS System; and
- c) for projects that will be terminated or completed, or will be abandoned or decommissioned.

May we also remind you to abide with all the conditions stated in your ECC. Beginning January 2008, a penalty of not less than Ten Thousand Pesos (PhP10,000.00) for violating minor condition and Twenty Five Thousand Pesos (PhP25,000.00) for violating major condition will be imposed on all types of FIRST offenses. These new penalties are based on the revised Procedural Manual of DAO 2003-30, The Implementing Rules and Regulations of P.D. 1586. Likewise, penalties for succeeding offenses will also be based on the said manual.

Please get your approved ECC at EMB Regional Office, 2nd Floor Pacita Salazar Building, El 98 Street, Jaro, Iloilo City. Failure to claim within sixty (60) days upon receipt of this letter will cause the cancellation of your ECC.

Sincerely,

ATTY. JONATHAN P. BULOS
Regional Director

: REGIN⁶ - ECC - Solar Power Plant (San Carlos Sun Power) Project - San Carlos Sun Power, Incorporated
cc: PENRO/CENRO



Republic of the Philippines
Department of Environment and Natural Resources
Environmental Management Bureau
Office of the Regional Director
Region VI, Western Visayas
2nd Floor Pacita Salazar Building, El 98 Street, Jaro, Iloilo City
Fax No./Tel No. (033) 3001135/5099133 *
email: embr6@yahoo.com
Website: http://www.emb.gov.ph/regions/region_6/index.htm

ENVIRONMENTAL COMPLIANCE CERTIFICATE
(Issued under Presidential Decree 1586)

ECC-R6-1502-0083-4220

This is to certify that the proponent, **SAN CARLOS SUN POWER, INCORPORATED** is granted this **Environmental Compliance Certificate (ECC)** for the proposed solar power plant (**San Carlos Sun Power**) project, located in **Barangay Punao, San Carlos City, Negros Occidental** by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau, Region 6, subject only to the conditions and restrictions set-out in this certificate.

This certification is issued for the proposed solar power plant (**San Carlos Sun Power**) Project of **San Carlos Sun Power, Incorporated** with the following details:

PROJECT DESCRIPTION

(Group 3.2.7 Renewable Energy Projects such as ocean, solar, wind, tidal power)

The proposed project covers the construction and operation of a **50 MW Solar Power Plant** having a total area of **Seventy Five (75) hectares** situated within portion of **Lot No. 760-B-5-A, Psd-064524-030365** under **Transfer Certificate of Title (TCT No. T-342)** located in **Barangay Punao, San Carlos City, Negros Occidental** geographically located at **10°30'57.7", 10°31'21.5", 10°30'57.9", 10°31'44.9", 10°31'21.5", 10°31'01.7", 10°30'48.8" North Latitude** and **123°25'10.9", 123°25'29.3", 123°25'51.8", 123°25'41.2", 123°25'29.2", 123°25'05.3", 123°25'36.5" East Longitude**.


The project includes: **50 MW Polycrystalline Modules (PH245P and Ph250P)**, **Main Switchyard (mixed power generation)**, **100 meters 139 kV Double Circuit Transmission Lines**, **Administration Office/Conference Room**, **Switch Gear Control Room** and **Battery Room**, **Septic Tank**, **Material Recovery Facility (MRF)** and **Drainage System** as stated in the submitted IEER document.

This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 2003-30. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this certificate.

Issued on 04 MAR 2015

Recommending Approval:

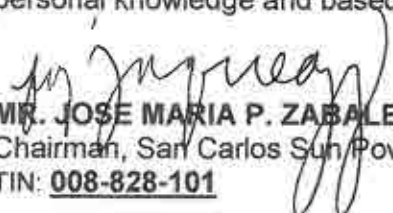
Approved by:


VIRGILIO F. FABRONERO
OIC-Chief, Clearance and Permitting Division


ATTY. JONATHAN P. BULOS
Regional Director

STATEMENT OF ACCOUNTABILITY

I, **Mr. Jose Maria P. Zabaleta**, Chairman of **San Carlos Sun Power, Incorporated**, project proponent of this proposed solar power plant (**San Carlos Sun Power**) project located in **Barangay Punao, San Carlos City, Negros Occidental** takes full responsibility in complying with all conditions stipulated in the Environmental Compliance Certificate (ECC) as well as in the Environmental Management Plan and the Environmental Monitoring Plan as contained in the Initial Environmental Examination Report (IEER) document. Further, I **HEREBY CERTIFY** that the information provided to the Department of Environment and Natural Resources pertaining to this project are true and correct to the best of my personal knowledge and based on the records on my possession.


MR. JOSE MARIA P. ZABALETA
Chairman, San Carlos Sun Power, Incorporated
TIN: **008-828-101**

"ANNEX A"

I. CONDITIONS

ENVIRONMENTAL MANAGEMENT

The proponent shall strictly implement the following mitigating, enhancement, and rehabilitating measures:

1. Proponent shall construct a temporary perimeter drainage canal provided with silt traps/ponds to treat/trap silt entrained run-off during heavy rains and dewatering of excavations prior to its discharge to prevent further siltation of the existing drainage facility and nearby water body prior to the start of the land clearing and earth moving activities;
2. Spoils shall be stockpiled on flat areas and away from the access road, drainage routes and nearby water body including earth and sand and gravel (SAG) materials. This shall be re-used as backfill material and shall not be disposed outside of the project area;
3. Excavated materials shall be properly stockpiled and properly disposed or reused. Excess soil materials shall not be deposited along areas traversed by run off and away from waterways and valuable crops and excess materials should be disposed to places as may be directed by the supervising engineer. Immediate vicinities of the disturbed area or temporary structures should be thoroughly cleared/ dismantled;
4. Proper drainage plan shall be developed and implementation must be observed so as not to inundate the adjacent areas and all drainage outfall shall be directed towards the existing drainage system (but not to overload its capacity) or the nearest water body;
5. Equipment to be used during construction shall be regularly maintained. Likewise, regular spraying of water on graded site/exposed soils shall be undertaken;
6. No cutting of matured trees specially banned species shall be done along the T/L route without proper clearance from authorities and be subjected to Forestry laws, rules and regulations. Removal of vegetation shall be limited only along the project area and along the ROW, as much as possible, unnecessary removal of vegetation shall be observed. Cutting of vegetation shall be kept at a minimum. Permit to Cut from Forest Management Services (FMS) shall be secured prior to cutting of trees. Burning of waste generated from land clearing such as leaves and branches shall be strictly prohibited, these shall be re-used as fire wood or made as compost;
7. Tree planting of at least **7,500 fruit, mangroves or forest tree species** (preferably those endemic in the area) shall be conducted on applicable areas, on open spaces and easement areas or on any alternative site. These should be maintained all throughout the duration of the project;
8. Proper orientation on the positioning of photovoltaic panels shall be applied to avoid possible specular reflections on the aircrafts approaching and leaving the nearby San Carlos City Air Strip.
9. Busted photovoltaic panels shall be properly handled, collected and stored in a separate storage facility. The proponent shall establish a centralize collection and storage of such and formulate measures as well as proper inventory, storage and handling of these materials. These materials shall not be disposed to public dump sites unless a landfill will be established that could cater this special wastes;

GENERAL CONDITIONS:

Further administrative conditions for the grant of this certificate shall be strictly complied:

10. The Proponent shall provide a three- chambered non-leaching septic tank to serve domestic wastes generated. Effluent should conform with the standard set in DAO No. 35 of R.A. 9275 otherwise known as the Philippine Clean Water Act;



11. Segregation, recycling, re-use and composting and proper disposal of solid wastes generated during construction and operation shall be in accordance with the provision of the Ecological Solid Waste Management under R.A. 9003 and its Implementing Rules and Regulations;
12. The proponent shall make an available budget based on the project scheduled in the submitted Environmental Management Plan (EMP) for the implementation of the project and proposed mitigating measures in the construction and operational phase. An accomplishment report on the implemented mitigating measures and the corresponding cost of the EMP activities shall be submitted to this Office on a quarterly basis for monitoring;
13. **Detailed specifications of the transformers and circuit breakers used by the project taking into consideration the coolant used should be submitted to this Office thirty (30) days after receipt of this ECC;**
14. The proponent shall set-up an Environmental Unit (EU) or assign a Pollution Control Officer (PCO) who shall handle the environmental aspects of the project, which shall have the following responsibilities:
 - a. Monitoring requirements as defined under the EMP;
 - b. Monitor actual project impact vis-à-vis predicted impacts and management measures in the EMP;
 - c. Make recommendations for the revision of the EMP as necessary;
 - d. Ensure that post-assessment permits are in place;
 - e. Ensure that monitoring and reporting are undertaken;
 - f. Ensure compliance to all the conditions and restrictions of the approved ECC.
 - g. Environmental monitoring reports shall be submitted to the EMB Region VI on a semi-annual basis using the **ECC Compliance Monitoring Report (CMR), Module No. 5 of the SMR;**
15. A 2' x 4' billboard containing this message: **"Notice to the Public, This project (title of the project) of (Name of the proponent) has been issued an Environmental Compliance Certificate (ECC Number) by the Environmental Management Bureau of the Department of Environment and Natural Resources, Region 6, on (date)."** This message must be installed at all entry and exit points and at all perimeters of the project facing the road to inform the general public within thirty (30) days from receipt of the certificate. A copy of the certificate shall also be posted by the Proponent at the barangay bulletin board of the affected barangays within thirty (30) days from receipt of the certificate. An accomplishment report which shall include picture verification of compliance to the posting of notices and the billboards shall be submitted to this Office within ninety (90) days from receipt of the ECC;
16. Proponent shall allow entry of EMB-R6 Field Personnel, DENR CENRO, PENRO and EMB R6 Focal Persons, into the project site at all times to conduct tangible monitoring and to validate project's compliance to the ECC conditions and EMP mitigating measures stipulated therein and in case there is a need for additional conditions in this ECC, the same shall be imposed by this office upon inspection if found necessary;
17. In case of abandonment, the Proponent shall notify the EMB Regional Office concerned within three (3) months prior to the abandonment and the Proponent shall submit its abandonment mitigation plan;

II. RESTRICTIONS:

The proponent is strictly subjected to the following restrictions:

1. No other activities should be undertaken other than what was stipulated in the IEER document. Should there be an expansion of the project beyond the project description, construction of other structures beyond those stated in the IEER document; or any change in the activity, shall be made subject to a new Environmental Impact Assessment;
2. Land clearing shall be limited to the project area. Burning of waste generated from land clearing such as leaves and branches shall be strictly prohibited. Any destruction of adjacent properties related to the project's construction and implementation shall be rehabilitated and affected parties shall be duly compensated;



3. Any request/s for ECC amendments, except for change in ownership/s, should be submitted or filed within three (3) years from ECC issuance (for projects not started) or at any time during project implementation. Otherwise, the proponent shall have to file a new ECC application;
4. In case of transfer of ownership of this project, the same conditions and restrictions shall apply and the transferee shall be required to notify the EMB Regional Office concerned within fifteen (15) days as regards to the transfer of ownership;
5. This Certificate shall be considered automatically revoked if the project has not commenced within the period of five (5) years from the issuance thereof or if the ECC was not requested for extension within three (3) months from the expiration of its validity provided that no significant changes in land and resources uses have occurred in the project area or its vicinities to the extent that the impact assessment as embodied in the Environmental Management Plan (EMP) is no longer appropriate.

Non-compliance with any of the above mentioned conditions shall be a sufficient cause for the cancellation or suspension of this certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (50,000.00) for every violation thereof.

Processing Fee	:	P 2,700.00	OR#	3819009	Date:	02-06-15
Procedural Screening Fee	:	P 300.00	OR#	-do-	Date:	-do-
Database Management Fee	:	P 1,000.00	OR#	3818601	Date:	01-15-15

“ANNEX B”

PROJECT ASSESSMENT PLANNING TOOL

For the assistance of the Proponents and government agencies concerned in the management of the project and for better coordination in mitigation on the impact of the project on its surrounding areas and to the environment, the following have been taken notice and the proponent is strongly advised to coordinate with the concerned government agencies. The monitoring of these regulatory conditions shall be their responsibility.

	RECOMMENDATIONS TO CONCERNED GOVERNMENT AGENCIES	RESPONSIBLE AGENCY
1	Consider Project's proper storm drainage canal, concrete culverts and other flood control measures needs to be provided to adequately receive and channel the increase in rain water run-off;	City concerned
2	Consider Project's construction shall conform to the existing rules and regulations of the National Building Code of the Philippines. Plans and design specifications shall be approved by the City Engineer's Office of San Carlos City, Negros Occidental prior to the project construction. All other plans and design specifications of facilities and amenities shall strictly conform to all applicable standards, rules and regulations and other standards, rules and regulations applicable to this kind of undertaking;	City concerned
3	Consider Project's need for the provision of a segregation, collection, recycling, and disposal mechanism for solid waste shall be provided;	City concerned
4	Consider Projects approval of Site Development Plan;	City concerned
5	Consider Project's Area Zonification/Locational Clearance;	City concerned
6	Consider Project's coordination for the traffic management in the area affected in anticipation of the growth of traffic caused by the project;	LTO/City concerned
7	Consider Project's temporary sanitary toilet facilities should be provided to the construction workers, and any waste should be properly disposed so as not to cause nuisance to the immediate environment;	DOLE/DOH
8	Consider Project's regulation on occupational health and safety standards shall be complied with;	DOLE/City concerned
9	Consider Project's compliance to strictly follow DENR Administrative Order No. 99-21 dated June 11, 1999 " Procedures in the Retention Areas within certain distances along the banks of rivers, streams, and shores of seas, lakes and oceans for environmental protection" to wit; a) Urban Areas - 3 meters b) Agricultural Areas - 20 meters c) Forest Areas - 40 meters	DENR-FMS/DPWH



RECOMMENDATIONS TO CONCERNED GOVERNMENT AGENCIES		RESPONSIBLE AGENCY
10	Consider Project's construction materials particularly sand and gravel and other quarry materials shall be sourced only from legitimate operators, if sourced from a River, quarry permits shall be secured and an ECC if it warrants, including those of its construction support facilities such as crushing and batching plants (if there is any);	PEMO-Province of Negros Occidental
11	Consider Project's compliance to the DENR no tree cutting policy and requiring the planting of trees in certain places and penalizing unauthorized cutting, destruction, damaging and injuring of trees, plants and vegetations of any kind as per P.D. 953. Permit to Cut shall be secured prior to cutting of trees in the area.	DENR-FMS

ENVIRONMENTAL PLANNING RECOMMENDATIONS FOR THE PROPONENT:

The following are the recommendations for the Proponent for the protection of the project area and the affected environment. It is strongly recommended that the same be strictly complied by the proponents.

1. Permits from other government agencies shall be secured prior to project implementation;
2. Close monitoring of the project should be undertaken by the proponent to maintain a high level of safety and efficiency at all stages of the project's construction and operation and to immediately address any environmental hazard/change that may take place;
3. Schedule noisy activities during daytime;
4. Donate collectable recyclables to the LGU;
5. Dust and exhaust fume emissions control;
6. Noise control measures;
7. Proper area for entrance and exit points shall be designated and enough space for loading and unloading purposes shall be provided;
8. Implementation of good housekeeping rules and regulations;
9. Regular access road development and maintenance;
10. All personnel involved in the construction shall be required to undergo orientation on safety precautions and practices. All workers shall be provided with necessary protective device and appropriate gadgets. First aid facilities and services for staff and employees must be available on-site during the construction and operation of the project. A health referral system and procedure should be instituted by the proponent and contractors;
11. Proponent shall provide copy of this approved ECC to the concerned government agencies as listed in the Project Assessment Planning Tool.


REGIN B. SEGOVIA
Case Handler


VIRGILIO F. FABRONERO
OIC-Chief, Clearance and Permitting Division


ATTY. JONATHAN P. BULOS
Regional Director



04 AUG 2015

ECC-R6-1502-0083-4220

MR. EMMANUEL V. RUBIO

President
San Carlos Sun Power, Incorporated (SACASUN)
Suite 1207 Security Bank Center, 6776 Ayala Avenue
Makati City

Subject: Environmental Compliance Certificate (ECC No. ECC-R6-1502-0083-4220) issued on March 04, 2015 to San Carlos Sun Power Solar Power Plant Project located in Barangay Punao, San Carlos City, Negros Occidental. Amendment in view of the request of the proponent for the change of the project's transmission line capacity from 100 meters 139 kV Double Circuit to 100 meters 69 kV Single Circuit, increase of the plant's total capacity from 50 MWp DC to 61.33 MWp DC and inclusion of Lot No. 761-C under Transfer Certificate of Title (TCT No. T-351).

Dear Mr. Rubio:

This has reference to your request for amendment on the ECC (ECC No. ECC-R6-1502-0083-4220) issued on March 04, 2015 for your proposed **San Carlos Sun Power Solar Power Plant Project located in Barangay Punao, San Carlos City, Negros Occidental.**

Based on review and evaluation of the submitted documents, the requested amendment for the change of the project's transmission line capacity from 100 meters 139 kV Double Circuit to 100 meters 69 kV Single Circuit, increase of the plant's total capacity from 50 MWp DC to 61.33 MWp DC and inclusion of Lot No. 761-C under Transfer Certificate of Title (TCT No. T-351) are hereby granted to wit:

	Previous	New
Transmission Line Connection	100 meters 139 kV Double Circuit	100 meters 69 kV Single Circuit
Total Capacity	50 MWp DC	61.33 MWp DC
Titles	Lot No. 760-B-5-A (TCT No. T-342) with an area of 75 hectares	Lot No. 760-B-5-A (TCT No. T-342) with an area of 63 hectares Lot No. 761-C (TCT No. T-351) with an area of 12 hectares geographically located at 10°30'57.7", 10°31'21.5", 10°30'57.9", 10°31'44.9", 10°31'21.5", 10°31'01.7", 10°30'48.8" North Latitude and 123°25'10.9", 123°25'29.3", 123°25'51.8", 123°25'41.2", 123°25'29.2", 123°25'05.3", 123°25'36.5"

You may proceed with project implementation after securing necessary permits from pertinent government agencies. We will be monitoring your project periodically to ensure your compliance with the stipulated conditions in the ECC issued in your favor.

Further, all other conditions stated in the issued ECC should remain in effect and properly complied with.

This amendment forms part of your duly issued ECC.

Sincerely,


ATTY. JONATHAN P. BULOS
Regional Director

Amendment Fee: P 1,200.00

OR #: 7993929

Date: 08-10-2015

"Productivity with Environmental Protection is the best answer to poverty"



24 NOV 2015

ECC-R6-1502-0083-4220 (Amended)

MR. EMMANUEL V. RUBIO

President
San Carlos Sun Power, Incorporated (SACASUN)
c/o Mr. Carlos Aboitiz
17th Floor, NAC Tower, 32nd Street Bonifacio Global City
1634 Taguig City

Subject: Environmental Compliance Certificate (ECC No. ECC-R6-1502-0083-4220) issued on March 04, 2015 to San Carlos Sun Power Solar Power Plant Project located in Barangay Punao, San Carlos City, Negros Occidental. Amendment in view of the request of the proponent for the change of the project's transmission line connection from 100 meters 69 kV Single Circuit to 2 units 600 meters 69 kV Single Circuit.

Above issued ECC was previously amended on August 04, 2015 for the change of the project's transmission line capacity from 100 meters 139 kV Double Circuit to 100 meters 69 kV Single Circuit, increase in the plant's total capacity from 50 MWp DC to 61.33 MWp DC and inclusion of Lot No. 761-C under Transfer Certificate of Title (TCT No. T-351).

Dear Mr. Rubio:

This has reference to your request for amendment on the ECC (ECC No. ECC-R6-1502-0083-4220) issued on March 04, 2015 to your proposed San Carlos Sun Power Solar Power Plant Project located in Barangay Punao, San Carlos City, Negros Occidental to change of the project's transmission line capacity from 100 meters 69 kV Single Circuit to 2 units 600 meters 69 kV Single Circuit.

Based on review and evaluation of the submitted documents, the above requested amendment is hereby granted to wit:

	Previous	New
Transmission Line Connection	100 meters 69 kV Single Circuit	2 units 600 meters 69 kV Single Circuit

You may proceed with project implementation after securing necessary permits from pertinent government agencies. We will be monitoring your project periodically to ensure your compliance with the stipulated conditions in the ECC issued in your favor.

Further, all other conditions stated in the issued ECC should remain in effect and properly complied with.

This amendment forms part of your duly issued ECC.

Sincerely,


ATTY. JONATHAN P. BULOS
Regional Director

Amendment Fee: P 1,200.00

OR #: 7999813

Date: 12/03/2015

INITIAL ENVIRONMENTAL REPORT



FOR THE PROPOSED SAN CARLOS SUN POWER



PREPARED FOR
SAN CARLOS
SUN POWER INC.

PREPARED BY



JANUARY 2015

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EXECUTIVE SUMMARY

1 BRIEF PROJECT DESCRIPTION

The power shortage in the Philippines is becoming alarming due to the rate of annual growth in electricity demand with very limited expansion of power plants. In response to this, the Department of Energy (DOE) developed a Power Development Plan for 2008-2030 to address the problem.

The Philippines, being an archipelago, the large scale power production are impossible to secure at a lower cost due to the cost of transmission lines. As a result, power prices tend to be relatively high.

With the increasing awareness of the issues associated with fossil fuel source, the solar energy source is becoming more and more attractive. Moreover, the use of solar energy gains market due to the lowering of the solar technology. With the right location where the solar radiation is high, this particular project make sense.

A favorable location for renewable (RE) power generation coupled with a shortfall of generating capacity and upward pressure on prices creates an attractive opportunity for solar development on Negros Occidental. Thus, this project is conceive.

The San Carlos Sun Power Project will be a solar farm with a proposed capacity of 50 MW to be constructed in Brgy. Punao, San Carlos City, Negros Occidental. The proposed project will utilize solar energy (SE) technology as a method of generating electricity power by converting solar radiation into direct current. SE installations can operate for many years with little maintenance or intervention after their initial set-up, so after the initial capital cost of building any solar power plant, operating costs are extremely low compared to existing power technologies.

Compared to fossil and nuclear energy sources, very little research money has been invested in the development of solar cells, so there is considerable room for improvement. Nevertheless, experimental already have efficiencies of over 40% in case of concentrating photovoltaic cells and high efficiency solar cells efficiencies are rapidly rising while mass-production costs are rapidly falling.

Below is the matrix of project components.

Major Components	50 MW polycrystalline modules (PH245P and PH250P) Main Switchyard (Mixed Power Generation) 100 m 139 kV Double Circuit Transmission Lines
Support Facilities	Administation Office / Conference room Switch Gear Control Room Battery Room
Pollution Control Devices	
Domestic Effluents	Septic Tank
Solid Wastes	Material Recovery Facilities (MRF)
Runoff water	Drainage system
Foot Print of project	75 hectares

1.1 BRIEF SUMMARY OF PROJECT’S IEE PROCESS

The general approach in the conduct of an Initial Environmental Examination (IEE) follows the standard procedure outlined in the IEE process, i.e. scoping, data collection, analysis, impact identification, development of management plans and recommendation. The IEER study is structured such as to cover the requirements under DAO 03-2003 and related environmental laws and regulations such as RA 9003 "Ecological Solid Waste Management Act of 2000", RA 6969 "An Act to Control Toxic Substances and Hazardous and Nuclear Wastes, RA 8789 ""Philippine Clean Air Act of 1999", RA 9275 ""Philippine Clean Water Act of 2004" providing penalties for violations thereof, and for other purposes".

The IEER steps conducted during this assessment is as follows:

Scoping. During this initial stage, the Consultant evaluates the proposed project and project components and reviewed the guidelines of DENR DAO 3003-03.

Project Review and Desk Study. A review of the proposed project with particular interest on technology, construction methodology was done with consideration to environmental aspect. Issues concerning the technology were scope out and measures for mitigation were also gathered.

Gathering of Baseline Data. Primary and secondary data were gathered and observations were made on the baseline condition of the project site. The following conditions of the area were established: Land, Water, Air and socioeconomic.

Site Assessment and Consultations. Given all the information needed for environmental assessment, through site investigation, documentations, review, and studies of related project, the proposed project was evaluated and assessed on the potential environmental and social impacts.

Reporting. Specific issues covered in the project report include a) design and technology, b) project activities, c) materials and its sources, d) potential impact and its measures, e) socioeconomic impact and enhancement measures, environmental management plan and monitoring.

The environmental impact assessment is conducted by Hydronet Consultant Inc., a Cebu-based consultancy firm with more than 15 years experience in conducting environmental

impact assessment in Visayas and Mindanao.

The team of consultant relative to the conduct of IEER are as follows:

Name	Field of expertise	Specialization
1. Dr. Danilo T. Jaque	Civil Engineering	Hydrologist Waste management IEER Specialist
3. Joan Arce Jaque	Socio economics	Regional planning Socioeconomist

1.2 SUMMARY OF BASELINE CHARACTERIZATION

San Carlos City, where the project will be situated, consists of 18 Barangays, with a total land area of 451.5 sqkm. It consists mainly of sloping to rolling lands ranging from 0 to 18 percent which is comprising about 18.77% of the total land area. The northern part of the City is dominantly moderate to rolling slopes ranging from 18-30 percent and comprising about 27.85%. The project site is located near Talave River on the northern section.

Negros Island is generally composed of volcanic and sedimentary rocks of Cretaceous to Holocene stratigraphic sequence. The volcanics are agglomerates, tuffs and volcanic wackes: while the sedimentaries are siltstone, sandstone, shale and limestone (Bureau of Mines, 1982). The northeastern portion of Negros Island is underlain by five (5) lithologic units. Namely: Macasilao Formation (Lower to Middle Miocene), Paghumayan Formation (Middle Miocene), Talave Formation (late Miocene), Caliling Limestone (Upper Pliocene to Pleistocene), quaternary Volcanics (Pleistocene to Recent), and Quaternary Alluvium (Recent). Detailed description is given in the main document.

The Barangay Punao area, where the proposed plant is situated, is a political boundary between San Carlos City in the south and the municipality of Calatrava in the north. It is generally underlain by the Late Miocene limestone of the Talave Formation as exposed as rolling to moderately steep hills near Barangay Punao proper. The limestone is thick bedded, porous and generally cream color. The limestone is overlain by the Quaternary Alluvium within the flat and low-lying areas near the coastline. The flat areas including the sediments of Talave River are composed of unconsolidated sediments of sand, silt, clay and gravel deposits.

The area is generally dominated with Sugarcane plantation. In addition, grasses also grow alongside in dikes and road side. The limited bird life community in the area is due to the absence of appreciable tree covers in the area.

1.3 SUMMARY OF IMPACT ASSESSMENT AND ENVIRONMENTAL MANAGEMENT PLAN

Summary matrix of environmental management plan is shown below. Detailed discussion is given in the Main Report.

Table below shows the environmental management plan during the construction.

Environmental Aspect	Environmental Component Likely to be Affected	Potential Impact	Options for Prevention or Mitigation or Enhancement	Responsible Entity	Cost, PhP	Guarantees /Financial Arrangements
Land	Terrestrial vegetation	Vegetation disturbance	Conduct planting of trees to replace lost vegetation and maintain area of carbon sink around the project site	PCO &Contractor Forester	5,000.00	Included to the Terms of Reference (TOR) with the contractor
			Design and implement an appropriate landscaping program to help in revegetation of part of the project area after construction.	Landscape specialist	10,000.00	Include in the ECC provision
			Designate access routes and parking within the site.	Landscape specialist	10,000.00	
			Specify locations for equipment, and areas of the site which should be kept free of traffic,equipment, and storage.	Project Manager &Contractor	10,000.00	
	Pedology	Increased storm water, runoff and soil erosion	Construct cistern to collect rainwater and ditch and pond to absorb surface runoff and roof water.	Project Manager &Contractor	10,000.00 ++	Include to the Terms of Reference (TOR) with the contractor
			A storm water management plan that minimizes impervious area infiltration by use of recharge areas and use of detention and/or retention basin with outlet control structure.		10,000.00	Include in the ECC provision
			Ensure that construction vehicles are restricted to use existing graded roads	Contractor	Part of management cost	

IEER San Carlos Sun Power Project

Environmental Aspect	Environmental Component Likely to be Affected	Potential Impact	Options for Prevention or Mitigation or Enhancement	Responsible Entity	Cost, PHP	Guarantees /Financial Arrangements
			Interconnected open drains will be provided on site.	Civil Engineer	25,000.00	
	Increase solid wastes generation	Soil and water pollution	Use of an integrated solid waste management system i.e. through a hierarchy of options: 1. Reduction at source 2. Recycling 3. Reusing 4. Disposal to LGU landfill.	Project Manager & Contractor	10,000.00	Include to the Terms of Reference (TOR) with the contractor
			Provide facilities for proper handling and storage of construction materials to reduce the amount of waste caused by damage or exposure to the elements	Project Manager & Contractor	25,000.00	
			Use of durable, long-lasting materials that will not need to be replaced as often, thereby reducing the amount of construction wastes generated over time	Project Manager & Contractor	Part of procurement	
			Provide proper storage for scrap materials	Project Manager & Contractor	10,000.00	
			Reuse packaging materials such as cartons, cement bags, empty metal and plastic containers to reduce wastes at site.	Project Manager & Contractor	Part of procurement	
			Dispose waste more responsibly by contracting a registered waste handler who	Project Manager & Contractor	10,000.00/ month	

IEER San Carlos Sun Power Project

Environmental Aspect	Environmental Component Likely to be Affected	Potential Impact	Options for Prevention or Mitigation or Enhancement	Responsible Entity	Cost, PHP	Guarantees /Financial Arrangements
			will dispose the wastes at designated sites or landfills only.			
			Waste collection bins to be provided at designated points on site.	Project Manager & Contractor	5,000.00	
Air	Dust emissions	Degradation of ambient air quality	Sprinkle water on graded access routes when necessary to reduce dust generation by construction vehicles	Contractor	Part of the contractor ToR	Include to the Terms of Reference (TOR) with the contractor
			Wash truck tires to remove dirt and mud before leaving the site	Contractor	Part of the contractor ToR	
			Ensure strict enforcement of on-site speed limit regulations	Contractor	Part of the contractor ToR	
			Provision of traffic signages at the ingress and outgress of the project site	Contractor	Part of the contractor ToR	
			Personal Protective equipment to be provided to employees and worn	Contractor	15,000.00	
	Exhaust emission	Degradation of ambient air quality	Vehicle idling time shall be minimized	Contractor	Part of the contractor ToR	Include to the Terms of Reference (TOR) with the contractor
			Monitor and brief truck drivers to avoid unnecessary	Contractor	Part of the contractor ToR	

IEER San Carlos Sun Power Project

Environmental Aspect	Environmental Component Likely to be Affected	Potential Impact	Options for Prevention or Mitigation or Enhancement	Responsible Entity	Cost, PhP	Guarantees /Financial Arrangements
			revving engines of stationary vehicles and to switch off engines whenever possible			
			Vehicles delivering construction materials to site should be adequately maintained to reduce exhaust emissions	Contractor	Part of the contractor ToR monthly test	
			Only trucks with engines maintained will be permitted to deliver fuel supplies to reduce emissions	Contractor	Routine site operation	
	Noise and vibration	Disturbance to residents	Sensitize construction vehicle drivers and machinery operators to switch off engines of vehicles or machinery not being used.	Project Manager & Contractor	Routine site operation	Include as ECC condition
			Sensitize construction drivers to avoid revving of vehicle engines or hooting	Project Manager & Contractor	Routine site operation	
			Ensure that construction machinery are kept in good condition to reduce noise Ensure that all generators and heavy duty equipment are insulated or placed in enclosures (containers) to minimize ambient noise levels.	Project Manager & Contractor	30,000.00	

IEER San Carlos Sun Power Project

Environmental Aspect	Environmental Component Likely to be Affected	Potential Impact	Options for Prevention or Mitigation or Enhancement	Responsible Entity	Cost, PhP	Guarantees /Financial Arrangements
			The noisy construction works will entirely be planned to be during daytime when most of the neighbors are awake.	Site foreman	Part of contractor ToR	
Water	Ground-water	Increase water demand	Promptly detect and repair of water pipe and tank leaks	Project Manager	Part of contractor ToR	Include to the Terms of Reference (TOR) with the contractor
			Briefing to construction workers to conserve water by avoiding unnecessary toilet flushing etc.	Project Manager	Part of contractor ToR	
			Ensure taps are not running when not in use	Project Manager	Part of contractor ToR	
	Water quality	Generation of sewage	Provide means for handling sewage generated at the construction site (provision of septic vault)	Project Manager	25,000.00	
			Monitor effluent quality regularly to ensure that the stipulated discharge rules and standards are not violated	Project Manager	3,500.00/ month	
		Oil spills	Install oil trapping equipment in areas when there a likelihood of oil spillage such during the maintenance of construction equipment. Soil in such an area will be well protected from contamination	Project Manager	50,000.00	
People	Worksite safety and	Accidents and	Ensure compliance with the Occupational Safety and	contractor	100,000.00	Include as ECC condition and TOR of contractor

IEER San Carlos Sun Power Project

Environmental Aspect	Environmental Component Likely to be Affected	Potential Impact	Options for Prevention or Mitigation or Enhancement	Responsible Entity	Cost, PhP	Guarantees /Financial Arrangements
	health hazards to employees	fatalities	Health Act (OSHA) provisions e.g. employees to be provided with appropriate PPE			

IEER San Carlos Sun Power Project

Table below shows the matrix of environmental management plan for identified project impact during the operation.

Environmental Aspect	Environmental Component Likely to be Affected	Potential Impact	Options for Prevention or Mitigation or Enhancement	Responsible Entity	Cost, PhP	Guarantees /Financial Arrangements
Land	Solid wastes generation	Soil and water pollution	Prepare solid waste management plan Use of an integrated solid waste management system i.e. through a hierarchy of options: 1. Source reduction 2. Recycling 3. Composting and reuse 4. Resource recovery 5. Disposal to LGU land fill.	Plant Manager	20,000.00	Incorporate to the Environmental Management System
			Ensure that wastes generated at the plant are efficiently managed through recycling, reuse and proper disposal procedures.	Plant Manager	Part of operational cost	
	Water quality	Surface and ground water contamination from sewage	Install septic tank to sewage generated from the toilet	Plant Manager & Contractor	20,000.00	Include as ECC condition and TOR of contractor
			Ensure regular monitoring of the sewage discharged from the project to ensure that the stipulated sewage/effluent discharge rules and standards are not violated	Plant Manager	4,000.00/ sample	Discharge Permit Condition
	Demand for energy	Power resource competition	Switch off electrical equipment, appliances and lights when not being used	Plant Manager	Part of operational procedure	Annual energy audit by 3rd party consultant
			Install occupation sensing lighting at various locations such as storage areas which are not in use all the time	Plant Manager	10-40% higher than ordinary lightings	

IEER San Carlos Sun Power Project

Environmental Aspect	Environmental Component Likely to be Affected	Potential Impact	Options for Prevention or Mitigation or Enhancement	Responsible Entity	Cost, PhP	Guarantees /Financial Arrangements
			Install energy saving light at all lighting points within the plant instead of bulbs which consume higher electric energy	Plant Manager	10-40% higher than ordinary lightings	
			Monitor energy use during the operation of the project and set targets for efficient energy use	Plant Manager	2,000.00 / month	
			Brief and train workers to use energy efficiently	Plant Manager	1,500.00 / month	
	Increase water demand	Water resource competition	Plant workers to be motivated on water conservation techniques.	Plant Manager	1,500.00 / month	Incorporate to the Environmental Management System
			Ensure taps are not running when not in use	Plant Manager	1,500.00 / month	
			Install water conserving taps that turn-off when water is not being used	Plant Manager	40% higher than ordinary taps	
Air	Air quality	Dust emissions	Suitable wet suppression techniques need to be utilized in all exposed areas	Plant Manager	20,000.00	Include as ECC condition
			Enforce low speed limits for vehicles moving within the site	Plant Manager		
People	Worksite safety and health hazards to employees	Increased health and safety impacts (accidents and fatalities)	Implement all necessary measures to ensure health and safety of the plant workers and the general public during operation of the power plant as stipulated in the Occupational Safety and Health Act (DOLE)	Safety Officer	5,000.00/ month	Include in the Plant's Emergency Response Plan
			Ensure compliance with the Occupational			

IEER San Carlos Sun Power Project

Environmental Aspect	Environmental Component Likely to be Affected	Potential Impact	Options for Prevention or Mitigation or Enhancement	Responsible Entity	Cost, PhP	Guarantees /Financial Arrangements
			Safety and Health Act (OSHA) provisions e.g. employees to be provided with appropriate PPE			
	Security	Increased general safety and security impacts	Ensure the general safety and security at all times by providing day and night security guards and adequate lighting within and around the premises.	Plant Manager & Local PNP	20,000.00/ month	Part of the Social Development Plan
	Fire risks	Fatalities	Installation of fire fighting equipment	Plant Manager & Safety Officer	10,000 per annum	Include in the Plant's Emergency Response Plan
			Development of fire evaluation plan			
			Training of all staff in fire management			
	Public health concerns	Epidemics and fatalities	Resident project manager must carry out annual health awareness training for all employees and subcontractors	Safety Officer	50,000 per annum	Commitment to labor laws

1.4 SUMMARY OF ENVIRONMENTAL MONITORING PLAN

Monitoring shall be undertaken to determine the effects against the baseline data gathered. This shall be done to ensure that all mitigating measures are religiously implemented and that negative impacts beyond tolerable levels and carrying capacity are detected and mitigated before it aggravates. It makes economic sense to correct environmental degradation during the early stages than introducing corrective measures, when the problem becomes almost irreversible and the financial costs are very high.

Monitoring of certain parameters during the construction and operational phases of the power station is essential to ensure that impacts are fully evaluated and that necessary mitigation measures are applied. This is necessary to demonstrate compliance with any current and future standards. Monitoring will apply to the following:

- Ambient air quality
- Noise
- Water quality and discharges
- Public complaints

A noise survey both within operational areas and at the site boundary should be undertaken at regular intervals during the construction and operation phases and not less than once every 12 months. Additional monitoring may be required at various times in response to public complaints (if any), in order to verify that noise emission limits are being met.

The volume of sewage and effluent quality will be monitored to ensure that it complies with DENR effluent standards. Groundwater samples and surface water samples will be collected for routine analysis on an annual basis.

The pollution control and safety officer (PCSO) will be responsible for obtaining, reporting and maintaining all environmental data records and for correct implementation of the public complaints and emergency procedures.

Implementation of the Environmental Monitoring Plan will be the responsibility of the Pollution Control and Safety Officer (PCSO) who will be responsible for arranging and reporting the results of all emissions, ambient air quality, noise and water quality monitoring. The PCSO will also be responsible for obtaining, reporting and maintaining all environmental data records and for implementing corrective actions with regards to both the environment and implementation of responding to public concerns or complaints.

The PCSO will also be responsible for conducting all in-house analysis and for reporting all in-house analytical results directly to the Plant Manager, who will in turn be responsible for compilation of all monitored results and for informing the authorities of any possible non-conformity.

It will be the responsibility of the PCSO to implement the site Environmental Monitoring Plan and also the Environmental Management Plan and to encourage general site environmental awareness. Where necessary, the senior manager responsible for environmental matters may be required to instigate change to ensure that the environmental standards outlined in this IEER.

The Environmental Monitoring Plan may also require the employment of a laboratory technician or local laboratory to analyze samples and report these to the PCSO. The report of the chemical analysis should clearly reflect a standard by which water quality can be compared.

Although the ambient air quality monitoring may be performed by an outside contractor, SACASUN may decide to install their own ambient air quality monitoring equipment including a meteorological station. In this instance, the laboratory technician will also be responsible for maintaining and calibrating the equipment necessary for monitoring.

Environmental Monitoring Plan (Construction Phase)

Environmental Aspects/Issues	Parameter/s to be Monitored	Sampling and Measurement Plan			Lead Person	Annual Estimated Cost, P
		Method	Frequency	Location		
Air pollution	Dust (TSP level)	Visual assessment of dust depositions	Daily	Air quality and noise level sampling stations	Contractor	5,000.00
	Noise level (dB)	Use of noise meter	Daily			
Wastewater	pH, DO, BOD, TSS, Oil & Grease, TC	Ocular inspection Water Sampling and Laboratory Analysis	Baseline Bi-annual	Upstream and downstream of Talave River and adjacent well	Contractor	6,000.00
Solid wastes	Volume and type of solid wastes	Ocular inspection Review of logs	Daily	Inside the construction area	Contractor	Included in contract price
Personnel health and safety	Frequency of accidents and untoward incidents	Documentation of incidents Regular check of safety precautions	Daily	Inside the construction area	Contractor	Included in contract price

Environmental Monitoring Plan (Operation Phase)

Environmental Aspects/Issues	Parameter/s to be Monitored	Sampling and Measurement Plan			Lead Person	Annual Estimated Cost, P
		Method	Frequency	Location		
Air pollution	Ambient air quality (TSP, PM10, SO ₂ , & NO ₂)	Ambient air sampling	Annual	Four (4) ambient monitoring stations	Pollution Control Officer (PCO)	24,000.00
	Noise level (dB)	Use of noise meter	Semi Annual	Noise level sampling stations		
Wastewater	pH, DO, BOD, and TSS	Water sampling and Laboratory analysis	Semi Annual	Effluent	PCO	24000
Solid wastes	Volume and type of solid wastes	Ocular inspection Review of logs	Weekly	Plant site	PCO	0.00
Traffic	Localized congestion	Ocular inspection Logs	Daily	Ingress & Outgress of Plant	PCO	0.00

DO - Dissolved Oxygen; BOD - Biological Oxygen Demand; TSS - Total Suspended Solids; F/TC - Fecal/Total Coliform

BASIC PROJECT INFORMATION

2 BASIC PROJECT INFORMATION

Project Name	: San Carlos Sun Power
Project Proponent	: San Carlos Sun Power Inc.
Project Location	: Brgy. Punao, San Carlos City, Negros Occidental
Project Size	: 50 MW
Project Area	: 75 hectares
Project Cost	: PhP1.5 Billion
Contact Person	: Ms. Annabele R. Natividad
Contact Details	
Landline	: (02) 752 0050
Fax	: (02) 892 9238
Email	: anatividad@bronzеоakph.com
EIA Consultant	: Hydronet Consultants Inc.
Contact Person	: Joan A. Jaque
Contact Details	
Landline	: (032) 416 2510
Fax	: (032) 416 2510
Email	: hydronetconsult@yahoo.com

IEER PROCESS AND DOCUMENTATION

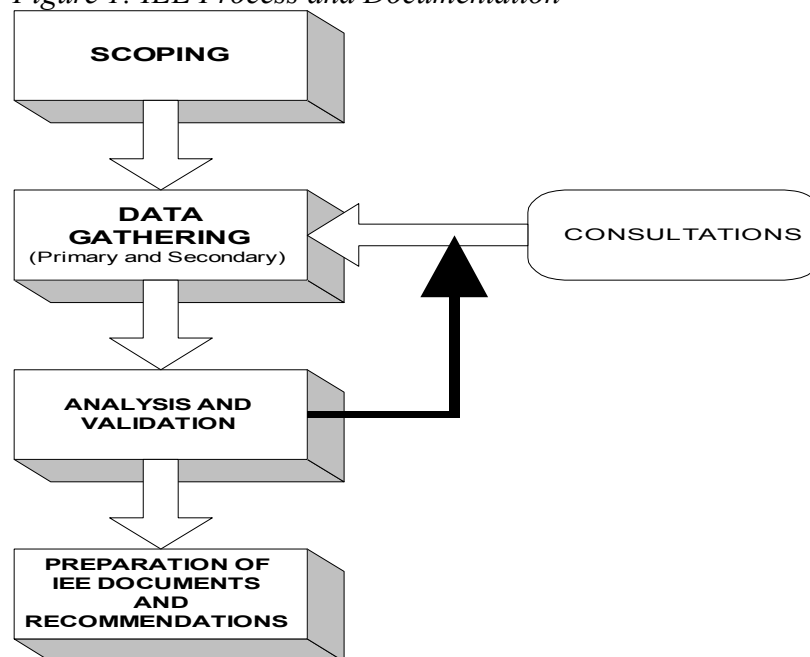
3 IEER PROCESS DOCUMENTATION

3.1 APPROACH AND METHODOLOGY

The general approach in the conduct of an Initial Environmental Examination (IEE) follows the standard procedure as outlined in the IEE process, i.e., scoping, data collection, analysis, impact identification, development of management plans and recommendations. See Figure below. Presentation of the results and the preparation of report follows closely the annotated outline of the IEER for the preparation of the IEE.

The IEER study was structured such as to cover the requirements under DAO 03-2003 and related environmental laws and regulations such as RA 9003 "Ecological Solid Waste Management Act of 2000", RA 6969 "An Act to Control Toxic Substances and Hazardous and Nuclear Wastes, RA 8789 ""Philippine Clean Air Act of 1999", RA 9275 ""Philippine Clean Water Act of 2004" providing penalties for violations thereof, and for other purposes".

Figure 1: IEE Process and Documentation



3.2 SCOPING

The IEER Consultant conducted technical meeting to obtain a more comprehensive information regarding the project and its similarities and differences from other solar power projects

During the technical meeting with the proponent, project details were discussed. Issues related to the development of the proposed project were noted and subsequent data gathering were conducted.

3.3 DATA COLLECTION

Primary and secondary data were gathered during the study period. The study employs systematic field survey. Analysis and validation of secondary data were done and recommendations were given to address potential negative impacts.

The method used in the assessment of the environmental impact include among others, the map overlays, matrix method (presented in the previous tables), checklist method utilizing the interview and field survey. Site visit was conducted to determine the probable negative and positive impacts, as well as its geographic extent.

Barangay profiles were gathered which provides updated information of the demography, infrastructures and development plans of the Barangays. Data on environmental issues are taken from various sources; e.g. DENR, Community, Office, General Services Office.

Below is an outline of the basic IEER steps that were followed during this assessment:

Step 1: Scoping

During this initial stage, the Consultant evaluates the proposed project and reviewed the guidelines of DENR DAO 3003-03. Considerations that were taken into account include: the physiography, the land use and zoning, sensitivity of the areas surrounding the site, and socio-economic activities in the area, and other relevant physical aspect of the project.

Step 2: Project Review and Desk Study

The Consultant conducted the necessary review of the proposed project and its technology process and determine any aspect relevant to the environmental impact. Issues concerning the technology were scope out and measures for mitigation were also gathered. Moreover, the consultant also looks into project foot prints, plans and set-up including landownership documentation, environmental legislation and regulations, and the city development plans including review of similar solar power projects.

Step 3: Gathering of Baseline Data

Primary and secondary data were gathered and observation were made on the baseline condition of the project site. The following conditions of the area were established: Land, Water, Air and socioeconomic. Although the project does not have air, water and noise emissions, these data were obtain for puposes of understanding the baseline air, water and noise condition in the area.

Step 4: Site Assessment and Consultations

Given all the information needed for environmental assessment, through site investigation, documentation, review, and studies of related project, the proposed project was evaluated and assessed on the potential environmental and social impacts. These assessment were made in consultation with the project proponent, and other stakeholders such as LGU officials and the neighboring community.

Step 5: Reporting

Specific issues covered in the project report include but are not limited to:

- Design and technology process
- Project Activities. These are activities undertaken during the project construction, operation and decommissioning phases, which may have environmental effects;
- Materials and sources of materials. Products and by-products, including waste to be generated by the project and the method(s) of their disposal;
- Potential positive and negative environmental impacts of the project;
- Economic and social impacts to the local community
- An Environmental Management Plan (EMP) for the entire project cycle to include mitigation measures to be taken during and after implementation of the project.

3.4 ANALYSIS OF IMPACT

The proposed project will bring about more positive impact rather than negative impact both during construction and operation. These are discussed in more detail in the report.

3.5 IMPACT AREAS

The direct impact areas in terms of biophysical aspect are those areas that are directly used for the project. The indirect impact areas are the immediate vicinity within 1 kilometer radius. The positive impact however will reach beyond the borders into the next towns and municipalities. This will bring about positive economic benefit through the energizing the businesses and manufacturing of San Carlos and Calatrava. Delineation of the impact areas is shown in Image 1.



Image 1: 1 km Impact Area of the Project

3.6 DELINEATION OF IMPACT AREAS

In the IEER system, the impact areas are classified into Direct Impact Areas and Indirect Impact Areas. Map shown below provides information on the extent of the study area and its impact. This provides indication on the coverage of the study and impact mitigation measures to be adopted. The delineation of impact areas depends on the type of projects whether the resulting influence to the environment is dynamic or static in nature.

3.6.1 Direct Impact Areas

The project's direct impact area is totaled to 75 hectares where the plant will be situated.

3.6.2 Indirect Impact Areas

The indirect impact areas covers far and wide. These are the communities and businesses who would be able to benefit the additional power supplied by the project through the grid. This will extend to the nearby cities and municipalities within Negros Occidental area.

PROJECT DESCRIPTION

4 PROJECT DESCRIPTION

4.1 PROJECT RATIONALE

The shortage of power in the Philippines becomes alarming due to the rate of annual growth in electricity demand which is forecast to continue at an average of 4.6% pa until 2017 (Electric Power Industry Management Bureau, 2008).

Due to this, the Department of Energy (DOE) developed a Power Development Plan for 2008-2030 to address the problem. The shortage is particularly manifested in those islands at the extremities of the electric grid systems.

In 2010, the island of Negros, within the Visayas island electrical grid system, experienced daily brown outs. This issue is partially alleviated by the recent commissioning of coal plant in Panay Island. Despite this new capacity, critical significant shortfalls of capacity continue to exist in the region.

Large scale economies of scale in power production are impossible to secure when responding to electricity demand throughout an archipelago and, as a result, power prices tend to be relatively high in the Philippines. The introduction of the WESM in the Visayas in January 2011 allowed market-related pricing to develop to reflect cost of production, as has happened in the Luzon WESM market, and aimed to achieve DOE's target for 5,000 MW of RE power by 2020.

San Carlos City, in the island of Negros represents an attractive location for a solar park. In particular, the island has long supported the development of renewable energy. Where Negros aims to be the renewable energy capital of the Philippines. The favorable location for RE power generation coupled with a shortfall of generating capacity and upward pressure on prices creates an attractive opportunity for solar development on Negros. All equity funding has been secured to enable the project to be constructed and put into operation.

4.2 PROJECT LOCATION

The City of San Carlos is located at the Northeast part of Negros Island, 123°23'65" longitude and 10°25'15" latitude, bounded on the north by the Municipality of Calatrava, on the west by the Municipality of Don Salvador Benedicto and the City of Bago, on the south by Municipality of Vallehermoso (Negros Oriental) and the City of Kanla-on, and the east by Tañon Strait (San Carlos LGU, 2009). See Image 2.

The study area is located on the major catchment of San Carlos City and in Barangay Prosperidad. It lies on geographical coordinates between 123° 06' and 123° 30' East Longitude and 10° 22' and 10° 36' North Latitude.

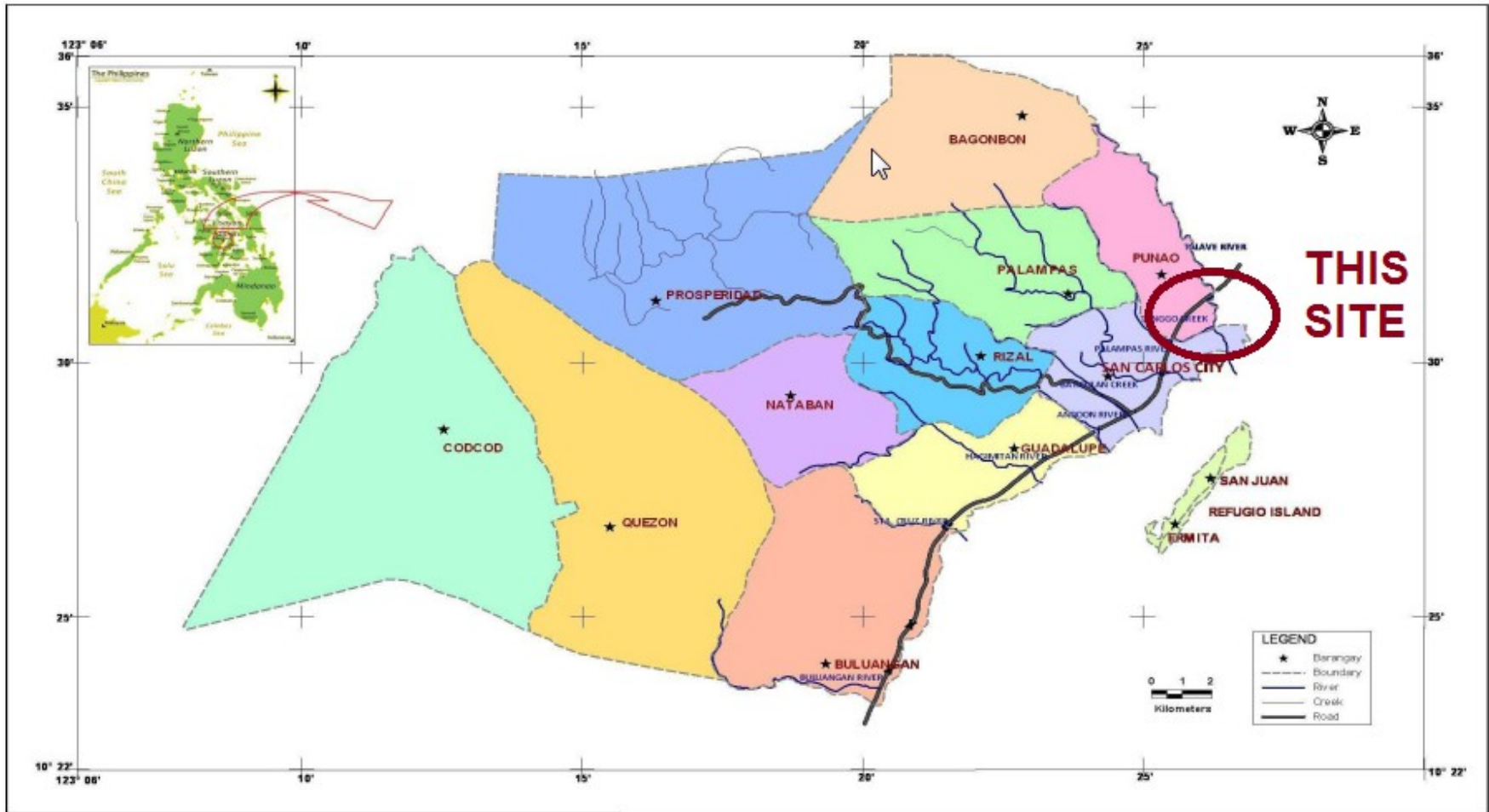


Image 2: San Carlos City

4.3 PROJECT INFORMATION

4.3.1 Technology and Process

San Carlos Sun Power Inc. has experience in the selection, negotiation of construction contracts and in the oversight of installation and early stage operation of components supplied by Conergy Asia ME Pte (“Conergy”) into its operating solar plant in San Carlos. These components comprised Conergy’s polycrystalline modules PH 245P and PH 250P which are supported on a module racking system designed to support a fixed 10 degree tilt to each module. The plant is supported by SMA inverters. This technology choice is one option for the Sunpower Project.

An alternative technology supplier and technology option is currently under evaluation. The alternative technology supplier is very well regarded internationally for manufacturing the highest efficiency modules. The technology choices with this supplier comprise either a fixed tilt installation, akin to better capture solar irradiance. The balance of plant components is likely to involve SMA inverters or the equivalent and therefore be similar to the Conergy plant design.

4.3.2 Project Components

Below is the matrix of project component covered in this project:

Major Components	50 MW polycrystalline modules (PH245P and PH250P) Main Switchyard (Mixed Power Generation) 100 m 139 kV Double Circuit Transmission Lines
Support Facilities	Administration Office / Conference room Switch Gear Control Room Battery Room
Pollution Control Devices	
Domestic Effluents	Septic Tank
Solid Wastes	Material Recovery Facilities (MRF)
Runoff water	Drainage system
Foot Print of project facilities	75 hectares

4.4 DESCRIPTION OF PROJECT PHASES

4.4.1 Pre-construction

The pre-construction phase consists in general of the *a) planning and project study* and *b) securing of permits* from various government agencies. These are discussed in the sections below.

Planning and Project Study

The planning and project study consists of the preparation of feasibility study, site planning and detailed engineering design. It also includes preparation of project cost estimate, financial study and securing of investors who will undertake the implementation of the project. At this stage, the proponent also make the necessary presentation to DOE for the preparation of the RE power purchase agreement.

Permitting and other Legal Documentation

SACASUN is securing the necessary permits such as Environmental Compliance Certificate (ECC) from the Region 6, Building Permit from the LGU, electrical permit, mechanical permit, zoning certificate, etc.

4.4.2 Construction phase

The land development, construction, and installation of the Solar panels including the SE system will take about 10 months as shown in the Gantt Chart. Local available resources will be utilized as much as possible. The execution of the project during the construction will be done following the Environmental Management Plan with utmost concern to Safety, Environment, Quality and Community Responsibility. Sources of materials will be from the accepted suppliers in the infra-construction industry.

The proponent shall ensure that activities from site clearing, to ground preparation, and installation of the system and structures and amenities (power, water, communication equipment, etc.) will be supervised by competent personnel to ensure high standard and ensure safety to environment.

4.4.2.1 Construction activities Outline

Construction activities will involve the following:

- Site preparation (clearance of vegetation, preparation of a site office and stores, fencing to avoid intrusion),
- Disposal of wastes, excavation/earth moving, filling and foundation laying,
- Procurement of construction materials and delivery of the same to the site,
- Civil, mechanical, and electrical works,
- Building works, trampling and removal of construction wastes,
- Storage and utilization of materials,
- Installing of containerized SE panels
- Installation of inverters and switchyard
- Cabling
- Solid waste collection and commissioning of the plant.

4.4.2.2 Input Materials

The proposed 50 MW Solar Power Plant will be constructed in a 75 hectare area using construction materials and procedures that not compromise the environment and will ensure safety of the neighboring community. The following inputs will be required for construction:

- Raw construction materials e.g. sand, cement, natural building stone blocks, and gravel
- Timber (e.g. doors and frames, fixed furniture, etc.), for office building
- Paints for office building
- Solar panels
- Metal frames

Solid wastes will be generated during construction of the proposed power plant. These include packing materials such as those for cement, plastics, metal scraps and lumber remains among others. Without proper management in the collection and disposal will result in eyesore in and around the area. Disposal of the solid wastes shall follow the LGUs program of waste management. The sanitary landfill is also located around 9.9 kilometers from the project site.

It is recommended that construction wastes be recycled or reused to ensure that materials that would otherwise be disposed of as waste are diverted for productive uses. The proponent is committed to ensuring that construction materials left over at the end of construction will be used in other projects rather than being disposed off as much as possible. Such measures will involve the sale or donation of such recyclable/reusable materials to recyclers or junk shops.

The proponent shall put in place measures to ensure that construction materials requirements are carefully budgeted for and to ensure that the amount of construction materials left on site after construction is kept minimal. It is further recommended that the proponent should consider the use of recycled or refurbished construction materials. Purchasing and using once-used or recovered construction materials will lead to financial savings and reduction of the amount of construction debris disposed of as waste. Additional recommendations for minimization of solid wastes during construction of the proposed power plant include:

- Use of durable, long-lasting materials that will not need to be replaced as often, thereby reducing the amount of construction waste generated over time
- Provision of facilities for proper handling and storage of construction materials to reduce the amount of waste caused by damage or exposure to the elements
- Purchase of perishable construction materials such as paints incrementally to ensure reduced spoilage of unused materials

- Use of building materials that have minimal packaging to avoid the generation of excessive packaging waste
- Use of construction materials containing recycled content when possible and in accordance with accepted standards.
- Adequate collection and storage of waste on site and safe transportation to the disposal sites and disposal methods at designated area shall be provided.

The proposed power plant is expected to generate solid wastes during its operation phase. The bulk of the solid wastes generated during the operation of the project will consist replaced defective SE panels. Such wastes can be injurious to the environment.

The project proponent will be responsible for efficient management of solid waste generated by the project during its operation. In this regard, the proponent will provide waste handling facilities such as labeled waste bins for temporarily holding solid waste generated at the site.

In addition, the project proponent will ensure that such are disposed regularly and appropriately. It is recommended that the proponent puts in place measures to ensure that operating personnel manage the waste efficiently through recycling, reuse and proper disposal thru an accredited TSD contractor.

The proponent will put in place an integrated solid waste management system and give priority to reduction at source of the materials. This option will demand a solid waste management awareness program in the management and the operator employees. Solid wastes shall be disposed off in a manner that is acceptable based on RA 9003 otherwise known as the 'Ecological Solid Waste Management Act of 2000".

4.4.2.3 Operation Phase

The power station shall be directly operated and managed by the proponent thru the Plant Manager or thru an Operation and Maintenance (O&M) contractor.

4.4.2.4 Abandonment Phase

Abandonment of the project is not considered since properly maintained power plant shall have a life beyond thirty (30) years. Moreover, power requirement is expected to grow in the years to come.

4.5 MANPOWER

4.5.1 Construction Phase

The site development as well as construction and installation activities will require approximately 93 manpower resources and is summarized in the Table below. Local skilled workers maybe tapped as long as they are qualified for the work.

Table 1: Manpower Requirement (Construction)

MANPOWER	NUMBER
Project Engineer	1
Foremen	2
SE Installers	40
SE Inspectors	2
Electrical Engineer	5
Electrician	5
Steel / Metal Workers	10
Drivers	3
Laborers / Workers	25
Total	93

4.5.2 Operation Phase

One of the long term impact of the project is employment opportunities. Around 11 personnel will be needed during the operation and maintenance of the 50 MW power plant. These will involve security personnel that will be employed to look after the power plant. Other sources of employment will involve direct technical service provision to the power plant, e.g., electrical engineers, mechanical engineers, drivers among others. Table 2 below shows the permanent employees to be engaged during the operation.

Table 2: Labor Force Requirement (Operation)

MANPOWER	NUMBER
Resident Manager	1
Business Manager	1
Accounting Officer	1
Senior Account Staff	1
Admin / Document Controller	1
Driver	3
Admin Staff	1
Safety PCO	1
Company Nurse	1
Total	11

4.6 PROJECT INVESTMENT COST

The estimated cost of the project is approximately 1.5 Billion Pesos (P 1.5 B). The project lifespan will be at least 30 years.

4.7 PROJECT DURATION AND SCHEDULE

The total estimated project duration will be around 12 months. Around 10 months is allocated for the actual construction and installation of the facility.

Table 3: Construction Activities and Schedule

ACTIVITIES	DURATION (NO. OF MONTHS)										
	<i>2 mo</i>	<i>1</i>	<i>2</i>	<i>3</i>	<i>4</i>	<i>5</i>	<i>6</i>	<i>7</i>	<i>8</i>	<i>9</i>	<i>10</i>
Preparation of permitting											
1. Earthworks											
2. Staking and Lay-out											
3. Concrete and Masonry											
4. Steel and Tinsmithry Works											
5. Carpentry Works											
6. Plumbing and Electrical Works											
7. Painting and Finishing											
8. Equipment Installation											

DESCRIPTION OF ENVIRONMENTAL SETTING AND PROJECT IMPACTS

5 ENVIRONMENTAL SETTING AND PROJECT IMPACT

5.1 ENVIRONMENTAL SETTING

The environmental setting consist of the physical environment categorized into land, air, water and people. These aspects are discussed in the succeeding sections below.

5.1.1 Land

5.1.1.1 Topography

The city, which consists of 18 barangays, has a total land area of 451.5 km. It consists mainly of sloping to rolling lands ranging from 0 to 18 percent which is comprising about 18.77% of the total land area. The northern part of the City is dominantly moderate to rolling slopes ranging from 18-30 percent and comprising about 27.85%. There are also steep areas with slope distribution from 30-50%, which constitutes 20.82%. The remaining 32.56% are slopes with distribution above 50 percent.

The city has an estimated coastline stretch of about 21 kilometers starting from Talave coastline of Barangay Punao and ending at Barangay Buluangan coastline bordering the Province of Negros Occidental from the Oriental side of Negros (San Carlos LGU, 2009). Brgy. Punao is where the proposed 50 MW plant will be located (Image 3).



Image 3: Location of proposed SACASUN solar power plant

Point	Longitude	Latitude
1	10°30'57.7" N	123°25'10.9" E
2	10°31'21.5" N	123°25'29.3" E
3	10°30'57.9" N	123°25'51.8" E
4	10°30'44.9" N	123°25'41.2" E

Table 4: Slope Classifications

N	Slope(%)	Land Area (sqkm)	% of total land area
A	1 to 18	84.75	18.77
B	18 to 30	125.74	27.85
C	30 to 50	94.00	20.82
D	Above 50	147.01	32.56
	Total land area	451.50	100.00

5.1.1.2 General Physiology

The island of Negros geologically falls within the central portion of the Philippine archipelago in the Visayan region and it belongs to the Central Physiographic Province of the Philippines. It is further subdivided into Central Visayas Sub-provinces composed of cordilleras, lowlands, troughs and offshore basins. The eastern side of Negros Island lies toward the southwest portion of the Visayan Sea Basin (Bu. of Mines, 1982). Negros Island is separated from Cebu by Tañon Strait and from Panay by Guimaras Strait. The island is about 190 km long and 36 km wide. It is divided into four major physiographic units: Northern Highlands, Southern Highlands, Western Plain and Southwestern Highlands. The project site is part of the Northern Highlands, which is close to, and parallel the east coast.

5.1.1.3 Pedology / General Stratigraphy

Negros Island is generally composed of volcanic and sedimentary rocks of Cretaceous to Holocene stratigraphic sequence (Map 5). The volcanics are agglomerates, tuffs and volcanic wackes: while the sedimentaries are siltstone, sandstone, shale and limestone (Bureau of Mines, 1982).

The northeastern portion of Negros Island is underlain by five (5) lithologic units. Brief descriptions of each unit from oldest to youngest are given below:

Macasilao Formation (Lower to Middle Miocene)

It is a thick sequence of alternating sandstone and shale with interbedded lenticular beds of conglomerate, coal and limestone. The thickness of the formation ranges from 300 m. to 3,200 m. It is typically exposed in the northeastern part of Negros Island, in the interior part of Toboso town, north of San Carlos City.

Paghumayan Formation (Middle Miocene)

The upper Paghumayan clastics are essentially composed of very coarse to fine non-calcareous sandstone, minor siltstone and lenses of polymictic conglomerate. Lower member are called lower Paghumayan volcanics, containing green tuff, basalts, andesites, pyroclastics and agglomerates.

Talave Formation (late Miocene)

Consists of three members: the lower Talave Limestone, the middle Tigbao Clastics

and the upper Bairan Agglomerate. The limestone is of two types, one is thick bedded and generally cream and the other, thin bedded and gray to brown. Beds generally dip about 25 to 40 degrees eastwards towards the coastline. The Tigbao Clastics is composed of laminated to thin bedded, tuffaceous mudstone interbedded with conglomerate and thin-bedded, gray, sandy limestone. The clastics and the limestone have an aggregate thickness of about 425 meters.

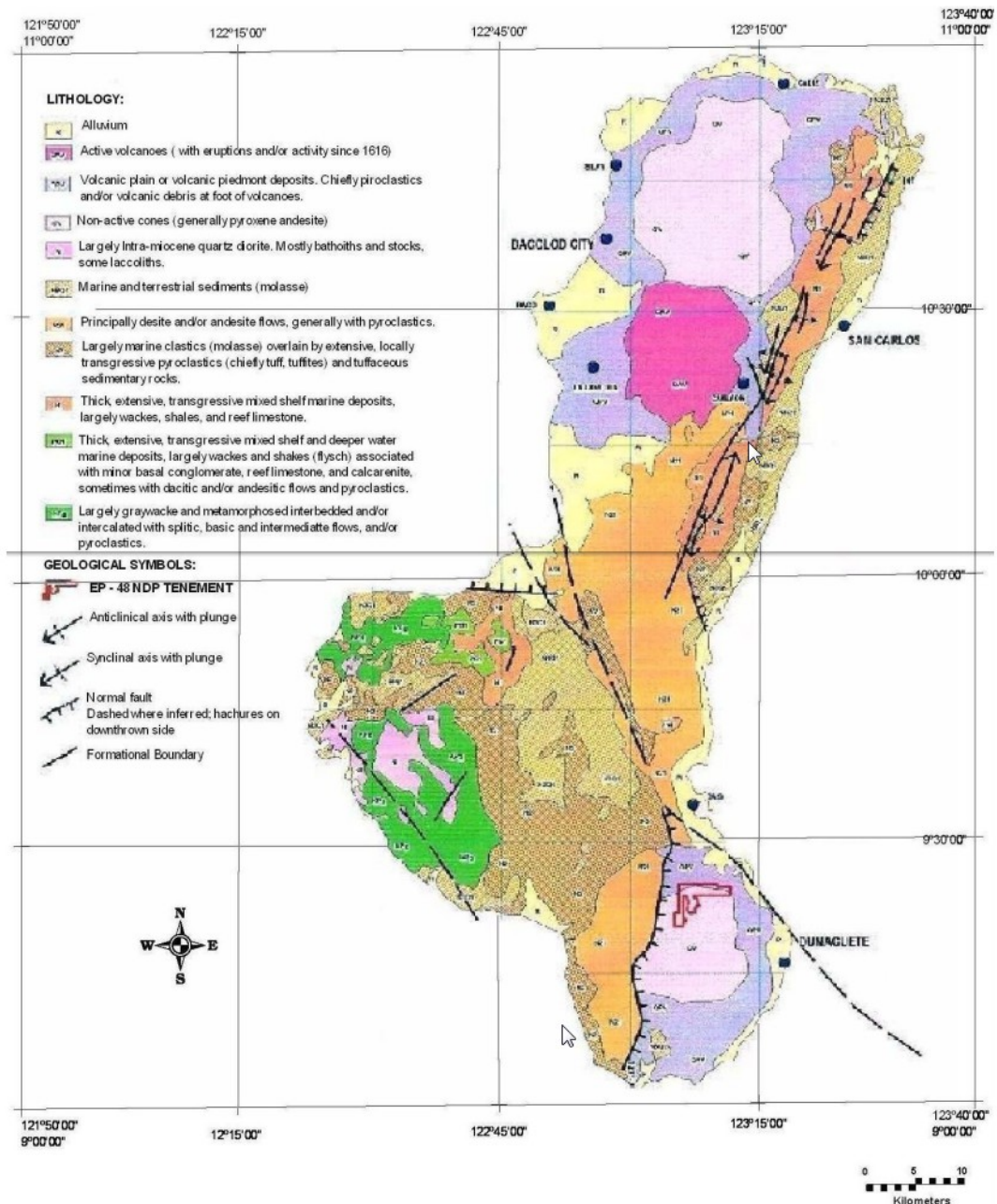


Image 4: General Geologic Map

Caliling Limestone (Upper Pliocene to Pleistocene)

It generally consists of coralline limestone. This is equivalent to the Carcar Limestone in Cebu Island or Maribijoc Limestone in Bohol Island. It is massive to thin bedded, white to pink or yellowish, coralline, crystalline, conglomeratic and friable. Typical exposures are found in the coastal areas of Calatrava town, in the northeastern part of Negros Island. It is found to be unconformably overlapping the older rocks.

Quaternary Volcanics (Pleistocene to Recent)

Represented by volcanic plugs, lavas and pyroclastic rocks with associated sediments in the vicinities of Canlaon Volcano, Mandalagan and Silay in northern Negros and Cuernos de Negros in southern Negros. The volcanics are composed of andesitic to basaltic pyroclastics and lava.

Quaternary Alluvium (Recent)

It is composed of unconsolidated detrital deposits of sand, silt, clay and gravel deposits found in beaches, river channels and alluvial plains.

5.1.1.4 Local Geology

The Barangay Punao area, where the proposed plant is situated, is a political boundary between San Carlos City in the south and the municipality of Calatrava in the north. It is generally underlain by the Late Miocene limestone of the Talave Formation as exposed as rolling to moderately steep hills near Barangay Punao proper. The limestone is thick bedded, porous and generally cream color. The limestone is overlain by the Quaternary Alluvium within the flat and low-lying areas near the coastline. The flat areas including the sediments of Talave River are composed of unconsolidated sediments of sand, silt, clay and gravel deposits. See photo below.



Image 5: Photo showing Talave River at Brgy. Punao facing the coast with soil underlain by alluvial deposits

5.1.1.5 Terrestrial Biology

The area is generally dominated with Sugarcane plantation. Besides this plant grasses also grow alongside in dikes and road side. Photo below shows the project site and its vegetation.

During the site visit on September 2014 , there was no bird species observed in the immediate project vicinity. In Negros, there are approximately 236 bird species. (<http://avibase.bsc-eoc.org/checklist>) and can also be found in other parts of the country.

The limited bird life community in the area is due to the absence of appreciable tree covers in within a kilometer radius.

The construction process of plant buildings will involve clearing of the existing vegetation cover (mainly grass). The proponent intends to replace this with some planting of indigenous trees and grass around the project area.

During the actual construction, the project proponent will ensure that the activities will not affect the neighboring area particularly during the construction works. This will minimize any disturbance to flora is restricted to the actual project site and avoid residual effects to the neighboring areas.



Image 6: South Side Near the Highway Facing North



Image 7: East Side of the Property Facing South



Image 8: Vegetation in Brgy Punao Project

5.1.2 Water

5.1.2.1 Hydrology / Hydrology

The project site is located near the Talave River bounding the municipality of Calatrava on the North. The river extended to around 12 kilometers upstream and discharges to Tanon Strait. Shown below is the Talave River.



Image 9: Talave River Facing Downstream Showing Thick Sediment Deposit

5.1.2.2 Marine Water

The project site is 2 kilometers from the nearest coastal area. Hence, general information is only given here. Typically, the downstream portion is experiencing siltation due to massive silts and mud carried during rainy season and during heavy downpour of rain. The water quality is generally clean and with no sewage discharges except for sparse housing located upstream and a small piggery.

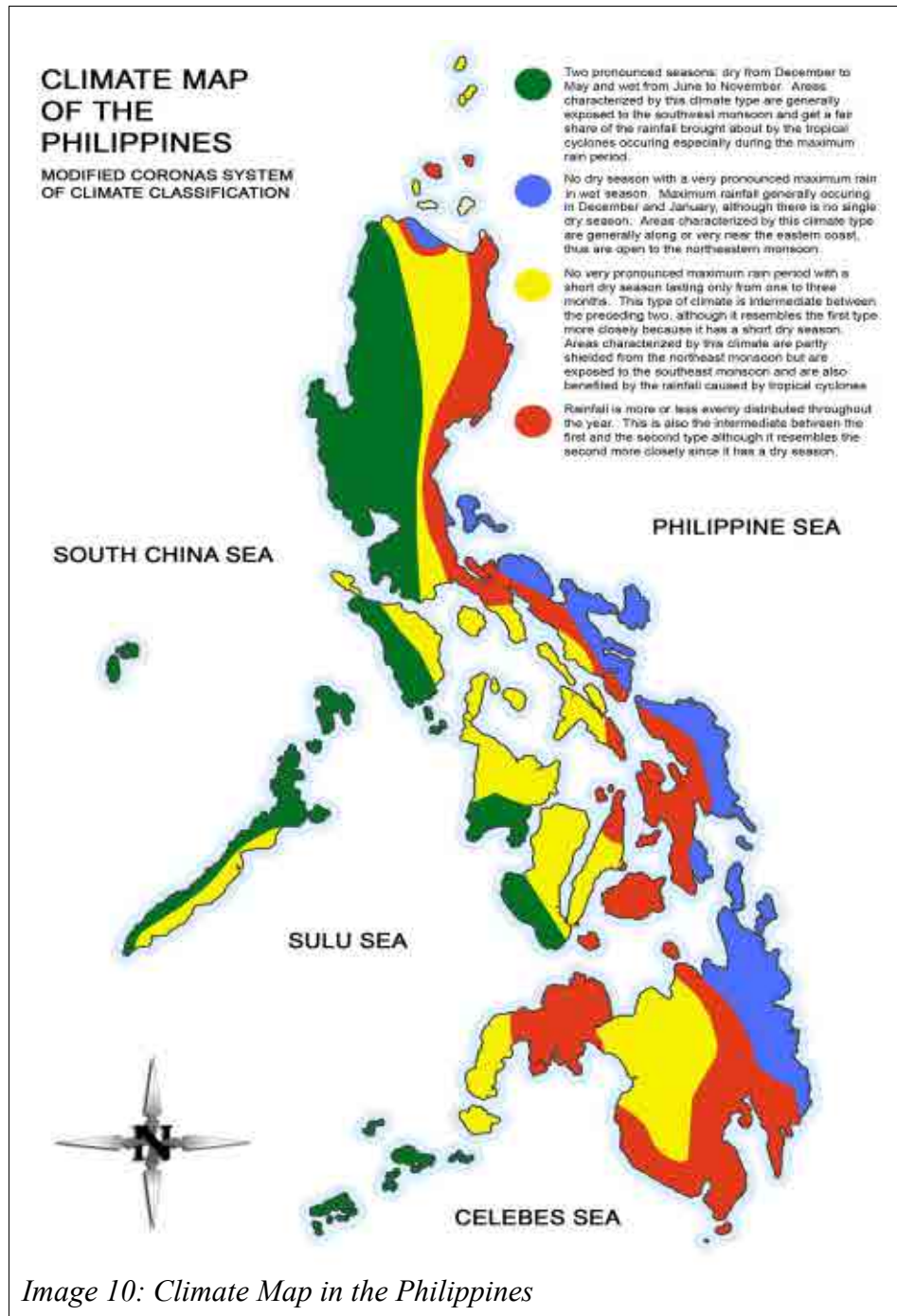
5.1.2.3 Groundwater Resources

In 2008, a georesistivity survey was conducted by Hydronet Consultants in 8 river basins in San Carlos City. The result showed that there are two distinct layer which is consisting of alluvial and limestone formation. The layer of groundwater can be encountered within 3 to 25 meters below the surface.

5.1.3 Air

5.1.3.1 Meteorology / Climatology

The project site falls within Type III climate according to the Coronas Classification. The area is characterized by rainfall pattern with “No very pronounced maximum rain period with a short dry season lasting only for one to three months.” Image 10 shows the climate distribution in the Philippines. Description of the climate is also presented therein.



5.1.3.2 Air Quality

San Carlos City is generally experiencing less air pollution due to the absence of industries that emits air pollution. The only prominent industrial plant located nearby is an ethanol plant. Constructed a few years back the ethanol plant is equipped with pollution control devices that complies with DENR Standard.

Another contributory to air pollution are the exhaust/emission from internal combustion engines of mobile sources such as buses, jeepneys, tricycles, and private vehicles plying by the roads. Traffic flow is light to moderate in the city proper and light at the outskirts. Other sources of pollutants are diesel engines of generators in individual commercial centers.

Sampling of ambient air and noise was done last September 22, 2014. Result of the baseline air quality and noise in and around the proposed area is attached.

5.1.3.3 Noise (refer to new data)

Aside from these air pollutants, noise is also generated by these sources, concentrated along the major thoroughfare at the city center. However, within the project site, noise minimal and down to around 53 DCB around 12 Noon.

5.2 PEOPLE

5.2.1 Population and Demography

San Carlos City has a total of population of around 133,578 during the 2010 Census. The City is experiencing growth rate of 1.67%. Of the total population the male population is 67,054 while the female population is 66,524. The age breakdown is shown as follows:

Population and age breakdown

Age bracket	No. of people	Remarks
Under 1	4,141	
1 to 7	22,574	
8 to 14	24,845	
15 to 44	61,178	
45 to 64	14,559	
Above 64	6,278	
Total	133,575	

5.2.2 Displacement of Settlers

At present, the area is planted with sugar cane and no settlement are located within the property. Hence there will be no settlers to be displaced or relocated.

5.2.3 Impact on In-Migration Patterns

Since the area do not require huge quantities of worker, there will be minimal impact to in-migration. Only those with skills not found in the area will be hired from other region and may contribute to increase of population.

5.2.4 Impacts to IP and Culture/Lifestyle

There are no indigenous people (IP) occupying or claiming ownership of the area as well as areas within 2 kilometers radius from the project area.

5.2.5 Threat to Public Health

The project is not seen to pose negative public health and safety due to the non-emission of toxic and hazardous waste and with activities inherent only to physical activities during construction.

Hazards stem from the work methods, the workers, the work environment, the equipment used, and also the original structure and climate in existence of the time of the actual activities. In any construction activities, hazards emanate from the handling/delivery of construction materials, carpentry and masonry works, electrical works, plumbing works, and other construction components.

Based on the above scenario, the proponent seeks to adhere to guidelines set forth by the Department of Labor and Employment (DOLE) Occupational Safety and Health Hazard Standards. Emphasis will be given to personal protective equipment (PPE). Use of PPEs such as eye and face protection, respiratory protection, hand and arm protection, safety nets, safety shoes, the minimum space requirements for gas, electric welding and cutting operations, fire protection and control rule and notification and record keeping requirements will be adopted.

During the operation, all applicants shall be required to submit barangay or city health certificate to ascertain their working condition and avoid spread of contagious diseases such as influenza, flu, sore eyes, among workers and to the community they resides. Continuous monitoring of workers' health conditions shall be implemented by the creation of health and safety officer.

Annual medical examination to all workers shall be implemented to prevent spread of contagious diseases among workers and to the community they resides.

5.2.6 Local Benefits Expected from Project Implementation

Local benefits of the project include: improved supply of electricity, creation of employment opportunities, gains in the local and national economy, provision of market for supply of building materials, increase in LGU revenue, improvement in the quality of life for the workers and, optimal use of land.

5.2.7 Employment opportunities

The neighbors close to the proposed project site expect the project to create casual and permanent employment opportunities during the proposed project construction work, operation and decommissioning phases. The employment opportunities could be either be directly in the project or indirectly through associated businesses. One of the main positive impacts during projects construction phase will be the availability of job

opportunities especially to casual workers and several other specialized workers.

5.2.8 Improvement of Local and National Economy

Through the use of locally available materials during the construction phase of the proposed 50 MW Power Plant will contribute towards growth of the economy by contributing to the gross domestic product. The consumption of these materials, fuel oil and others will attract taxes including VAT which will be payable to the government hence increasing government revenue while the cost of these raw materials will be payable directly to the producers. The power that could be produced from the proposed 50 MW Power Plant will be sold directly to the NGCP to stabilize the Negros Occidental power grid.

5.2.9 Boosting of the Informal Sector

During the construction, operational and decommissioning phase of the proposed 50 MW Power Plant, it is expected that the other businesses in the informal sector will flourish. These include activities such as food vending who will be benefiting directly from the construction, operational and decommissioning staff members who will be buying food and other commodities from them. This will promote the informal sector in securing some temporary revenue and hence livelihood.

5.2.10 Improved Electricity Supply

The project aims to provide ancillary power of to the Negros Occidental power grid. The consumers who are mostly from the residential, commercial, and light industrial sectors who experienced power outages will be minimized.

5.2.11 Improved Security

With the establishment of the power plant, the level of security will be improved around the project area. This is as a result of more security lights and security personnel being employed to guard the Power Plant. The project site will also be well fenced. Hence if the level of security is increased, the residents will feel more secure than before. The impact will be direct, permanent and minor.

5.2.12 Effect on the Delivery of Basic Services and Resource Competition in the Areas

During the construction phase, both the construction workers and the construction works will create additional demand for water in addition to the existing demand. Water will be mostly used in the mixing of concrete for construction works and for wetting surfaces or cleaning completed structures. The impact will be direct, permanent and but it is seen as minor since the quantity is not much.

Water will be sourced from Talave River, rainwater, and or shallow well that will be installed on site. In case where there will be a shortage, water vendors will be contracted to supply water on a need basis. Moreover, proponent shall ensure that water is used efficiently at the site by sensitizing construction staff to avoid irresponsible water use.

During operation, there will be minimal use of water with 11 permanent staff, the will only need about 1 cubic meter of water daily.

During the construction stage, the electric power requirement shall be provided by VRESKO via temporary transformers that will be installed. It shall also consume fossil fuels (mainly diesel) to run transport vehicles and construction machinery. The project proponent and contractor shall ensure responsible electricity use at the construction site through sensitization of staff to conserve electricity by switching off electrical equipment or appliances when they are not being used. In addition, proper planning of transportation of materials will ensure that fossil fuels (diesel, gasoline) are not consumed in excessive amounts. Complementary to these measures, the proponent shall monitor energy use during construction and set targets for reduction of energy use.

5.2.13 Effect on Traffic Situation

During the construction phase, heavy vehicles moving in and out of the project site are likely to increase traffic along the main road near the project site and could cause congestion.

Upon operation, the power plant have a potential of increasing pressure on existing infrastructure such as roads, among others. This would be due to vehicle traffic in the project area specially when visitors will come.

5.2.14 Entity to be Accountable for Environmental Management in the Area

During the construction phase of the project, implementation of the environmental management plan shall be the joint responsibility of SACASUN through the Project Management Team and the Contractor.

The Contractor shall be oriented about the project and the necessary environmental activities to be undertaken during the pre-bidding conference so that all assumed costs for the environmental measures shall be included in the project scope of work and cost estimates of the contractor. The environmental management activities and specifications should therefore be given to the bidders during pre-bid conferences.

The Contractor shall be responsible for compliance with all environmental regulatory requirements. This includes but is not limited to the protection of resources, air and water quality, implementation of effective noise and traffic controls, proper management of soils, hazardous materials, and solid wastes.

The Contractor shall also conduct monthly site safety and environmental meetings to ensure that all the identified impacts and corresponding mitigation and enhancement measures presented and discussed are properly implemented.

Responsibility for EMP implementation shall shift to the Proponent (SACASUN) when the 50 MW power plant is operational. A Safety and Pollution Control Officer (SPCO) shall be designated, primarily responsible for monitoring the EMP performance and efficiency.

5.2.15 Effect on Existing Properties in the Area

Properties near the vicinity are not expected to appraise or depreciate as a result in the implementation of the project. Dominant land uses foreseen in the next 10 years are still dominantly cane plantation and maybe a revitalization of the fishponds which has been abandoned in the 90's.

The project has also the potential to enhance tourism in the area as the plant shall become the second or third large scale solar power plant in Negros Occidental.

5.2.16 Other Affected Properties

Building materials such as aggregates and cement required for the construction of the proposed power plant will be obtained from quarries, hardware shops and sand/gravel concessionaires who extract such materials from natural resource such as rivers and land. Small quantities of these materials will be required for construction of the building and foundation, the availability and sustainability of such resources at the extraction sites will be negatively affected as they are not renewable in the short term. In addition, the sites from which the materials will be extracted may be significantly affected in several ways including landscape changes, displacement of animals and vegetation, poor visual quality and opening of depressions on the surface leading to several human and animal health impacts. The impact will be direct, temporary and minor.

The proponent will source building materials such as aggregates from registered quarry whose projects have undergone satisfactory environmental impact assessment (with approved ECC and Government Permit). Since such firms are expected to apply acceptable environmental performance standards, the negative impacts of their activities at the extraction sites are considerably well mitigated.

To reduce the negative impacts on availability and sustainability of the materials, the proponent will only order for what will be required through accurate budgeting and estimation of actual construction requirements. This will ensure that materials are not extracted or purchased in excessive quantities. Moreover, the proponent will ensure that wastage, damage or loss (through run-off, wind, etc) of materials at the construction site is kept minimal, as these would lead to additional demand for and extraction or purchase materials.

In addition to the above measures, the proponent shall consider reuse of building materials and use of recycled building materials. This will lead to reduction in the amount of raw materials extracted from natural resources as well as reducing impacts at the extraction sites.

5.3 SUMMARY OF PROJECT IMPACT

The establishment of San Carlos Sun Power Project is another milestone for San Carlos Sun Power Inc. but for Region 6 as a whole. The project will serve as a demonstration of harnessing renewable energy which is very much abundant in the country.

The utilization of solar energy for power is one of the much awaited technology to be implemented in the country. The project will bring positive environmental and socioeconomic impact in the area. These impacts will include the following:

- Minimization of burning fossil fuel and greenhouse gas
- Cheaper power cost
- Additional power supply
- Generation of additional employment
- Increase of LGU internal revenue
- Harnessing of renewable energy

The project will have a very minimal negative impact which can also be mitigated by implementing conservation measures. The projected negative impacts are:

- Additional water consumption
- Occasional traffic during construction
- Soil waste generation

5.4 FUTURE ENVIRONMENTAL CONDITIONS WITHOUT THE PROJECT

If the project will not be implemented, the following future scenario is likely going to happen.

- **Scenario One: No change in Land Use**
 - The land use will be the same where the area is used as sugarcane plantation to support the existing sugar industry.
 - The economic activities will be limited or constrained due to the lack of power supply
 - The water and air quality will not deviate to the present condition
 - The in-migration to San Carlos City and its growth rate will be expected to be the same trend as it was in 2010
- **Scenario One: Other Possible Project (Other than the Solar Project)**
 - The land use may be changed to another possible project considering that the area is covered within the PEZA
 - economic activities will be spurred depending on any project
 - Water demand may increase
 - Air quality may be affected
 - In-migration is seen to be likely scenario for projects requiring more labor force.

**ENVIRONMENTAL/ECOLOGICAL
RISK ASSESSMENT**

6 ENVIRONMENTAL/ECOLOGICAL RISK ASSESSMENT

6.1 OVERVIEW

The project defines and identified areas where there are risk. At the onset the proponent considers these aspect as low risk. By definition, an Environmental Risk Assessment (ERA) is a process of analyzing and describing the risks associated with a project or activity to the ecosystems, human health and welfare. Among these risk areas are discussed in the succeeding sections.

6.2 FIRE RISKS

The construction site must contain fire fighting equipment of recommended standards and in key strategic points all over the proposed project site. Fire pumps, hydrants, sprinkler/water spray systems, hose houses, dry chemical systems, carbon dioxide systems, detection/alarm systems, portable fire extinguishers among others. A fire evacuation plan must be posted in various points of the construction site including procedures to take when a fire is reported. All workers must be trained on fire management and fire drills undertaken regularly.

6.3 HAZARDOUS WASTE

The amount of hazardous waste created will be very low and possibly originate from maintenance sources. The waste would consist primarily of defective SE panels. The SE panels should be stored in a dry place before they are collected by the disposal agent for proper disposal.

The mitigation measure is to provide training to site operation staff and to properly handle and dispose hazardous wastes using acceptable methods. Hazardous wastes on the site shall be clearly marked out and the entire workforce trained to recognize the danger signs and familiarize themselves with procedures to be followed before entering hazardous areas.

ENVIRONEMNTAL MANAGEMENT PLAN (EMP)

7 ENVIRONMENTAL MANAGEMENT PLAN

7.1 OVERVIEW

This chapter proposes various environmental management plan (EMP) that highlights probable impact and proposed measures to address the negative impacts. The EMP will be used to ensure that the 50 MW power plant is operated with minimum environmental impact. In order to accomplish this objective, the environmental management system described in the subsequent section will consist of the following key information:

- Environmental Management Plan,
- Environmental Monitoring Plan,
- Emergency Response Plan
- Institutional Plan

This EMP will serve as a guideline for the minimum requirements of the detailed procedure to be developed and will be updated and revised as needed throughout the construction and operation phases of the Project. The contractor will be responsible for preparing and implementing a detailed worker health and safety plan, a copy of which should be provided to the proponent prior to construction.

7.2 ENVIRONMENTAL MANAGEMENT PLAN

The EMP involves the monitoring of parameters which are required both during the construction phase and operation phase of the project. The EMP task will likely be administered by the Safety and Pollution Control Officer (SPCO), who will have the authority where necessary to “stop the job” if an environmentally detrimental activity is being conducted of hazard resulting from the activity is eminent. The operational level of the EMP team may be third party consultants and engineers who will be resident throughout all phases of the proposed project. Implementation of the EMP will be the responsibility of the proponent who will be coordinating, arranging the collection and reporting of the results of environmental quality monitoring.

7.2.1 Ambient Air Quality Monitoring

During the construction period, it is recommended to conduct ambient monitoring at two station to determine if the level of pollution in air including noise is within the allowable limit. The cost of each monitoring station will depend on the parameters analyzed which should include measurement of ambient SO₂, NO_X, NO and NO₂ concentrations and total suspended particulate.

7.2.2 Water Management

To reduce the impact to rivers and streams, surface runoff will be managed during rainy season by collecting and diverting the flow to drainage system equip with siltation basin. Drainage ditches shall be constructed to allow for temporary ponding and encourage evaporation and recharge to the groundwater sources. Drainage ditches will be installed around the periphery of the site in order to collect storm water run-off from the surrounding area and channel it away from the site, thus avoiding any contamination by on site activities.

The above scheme will ensure that the potential for silt laden runoff water via site drainage is minimized by ensuring that the necessary procedures are in place. Regular maintenance of silt traps and catch basins into which all runoff water are conveyed shall be done.

7.2.3 Contaminated Land

Poor materials handling practices will require the apparent need for extensive ground clean-up and plant up-grading, in order to remedy pollution problems. The cost of site remediation and mitigation can be avoided by using Best Management Practices when handling hazardous substances. A number of soil samples are required as well as additional chemical analysis of both soil and groundwater samples, to complete the assessment.

7.2.4 Matrix of Environmental Management Plan During Construction

Environmental Aspect	Environmental Component Likely to be Affected	Potential Impact	Options for Prevention or Mitigation or Enhancement	Responsible Entity	Cost, PhP	Guarantees /Financial Arrangements
Land	Terrestrial vegetation	Vegetation disturbance	Conduct planting of trees to maintain area of carbon sink around the project site	PCO & Contractor Forester	5, 000	Included to the Terms of Reference (TOR) with the contractor
			Design and implement an appropriate landscaping program to help in revegetation of part of the project area after construction.	Landscape specialist	10, 000	Include in the ECC provision
			Designate access routes and parking within the site.	Landscape specialist	10, 000	
			Specify locations for equipment, and areas of the site which should be kept free of traffic,equipment, and storage.	Project Manager & Contractor	10, 000	
	Pedology	Increased storm water, runoff and soil erosion	Construct cister, lagoon, ditches and ponds to absorb surface runoff and roof water.	Project Manager & Contractor	10, 000	Include to the Terms of Reference (TOR) with the contractor
			A storm water management plan that minimizes impervious area infiltration by use of recharge areas and use of detention and/or retention basin with outlet control structure.		10, 000	Include in the ECC provision
			Apply soil erosion control measures such as leveling of the project site to reduce run-off	Project Manager &Contractor	Part of the constructor TOR	Include in the ECC provision

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Environmental Aspect	Environmental Component Likely to be Affected	Potential Impact	Options for Prevention or Mitigation or Enhancement	Responsible Entity	Cost, PhP	Guarantees /Financial Arrangements
			velocity and increase infiltration of stormwater into the soil.			
			Ensure that construction vehicles are restricted to use existing graded roads	Contractor	Part of management cost	
			Site excavation works to be planned such that a section is completed and rehabilitated before another section begins.	Project Manager	Part of management cost	
			Interconnected open drains will be provided on site.	Civil Engineer	25, 000	
	Increase solid wastes generation	Soil and water pollution	Use of an integrated solid waste management system i.e. through a hierarchy of options: 1. Reduction at source 2. Recycling 3. Reusing 4. Disposal to LGU landfill.	Project Manager & Contractor	10, 000	Include to the Terms of Reference (TOR) with the contractor
			Provide facilities for proper handling and storage of construction materials to reduce the amount of waste caused by damage or exposure to the elements	Project Manager & Contractor	25, 000	
			Use of durable, long-lasting materials that will not need to be replaced as often, thereby reducing the amount of construction wastes generated over time	Project Manager & Contractor	Part of procurement	
			Provide proper storage for scrap	Project	10, 000	

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Environmental Aspect	Environmental Component Likely to be Affected	Potential Impact	Options for Prevention or Mitigation or Enhancement	Responsible Entity	Cost, PhP	Guarantees /Financial Arrangements
			materials	Manager & Contractor		
			Use building materials that have minimal or no packaging to avoid the generation of excessive packaging wastes.	Project Manager & Contractor	Part of procurement	
			Reuse packaging materials such as cartons, cement bags, empty metal and plastic containers to reduce wastes at site.	Project Manager & Contractor	Part of procurement	
			Dispose waste more responsibly by contracting a registered waste handler who will dispose the wastes at designated sites or landfills only.	Project Manager & Contractor	10, 000/ month	
			Waste collection bins to be provided at designated points on site.	Project Manager & Contractor	5, 000	
Air	Dust emissions	Degradation of ambient air quality	Sprinkle water on graded access routes when necessary to reduce dust generation by construction vehicles	Contractor	Part of the contractor ToR	Include to the Terms of Reference (TOR) with the contractor
			Wash truck tires to remove dirt and mud before leaving the site	Contractor	Part of the contractor ToR	
			Ensure strict enforcement of on-site speed limit regulations	Contractor	Part of the contractor ToR	

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Environmental Aspect	Environmental Component Likely to be Affected	Potential Impact	Options for Prevention or Mitigation or Enhancement	Responsible Entity	Cost, PhP	Guarantees /Financial Arrangements
			Provision of traffic signages at the ingress and outgress of the project site	Contractor	Part of the contractor ToR	
			Personal Protective equipment to be provided to employees and worn	Contractor	15, 000	
	Exhaust emission	Degradation of ambient air quality	Vehicle idling time shall be minimized	Contractor	Part of the contractor ToR	Include to the Terms of Reference (TOR) with the contractor
			Monitor and brief truck drivers to avoid unnecessary revving engines of stationary vehicles and to switch off engines whenever possible	Contractor	Part of the contractor ToR	
			Vehicles delivering construction materials to site should be adequately maintained to reduce exhaust emissions	Contractor	Part of the contractor ToR monthly test	
			Only trucks with engines maintained will be permitted to deliver fuel supplies to reduce emissions	Contractor	Routine site operation	
	Noise and vibration	Disturbance to residents	Sensitize construction vehicle drivers and machinery operators to switch off engines of vehicles or machinery not being used.	Project Manager & Contractor	Routine site operation	Include as ECC condition

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Environmental Aspect	Environmental Component Likely to be Affected	Potential Impact	Options for Prevention or Mitigation or Enhancement	Responsible Entity	Cost, PhP	Guarantees /Financial Arrangements
			Sensitize construction drivers to avoid revving of vehicle engines or hooting	Project Manager & Contractor	Routine site operation	
			Ensure that construction machinery are kept in good condition to reduce noise Ensure that all generators and heavy duty equipment are insulated or placed in enclosures (containers) to minimize ambient noise levels.	Project Manager & Contractor	30, 000	
			The noisy construction works will entirely be planned to be during daytime when most of the neighbors are awake.	Site foreman	Part of contractor ToR	
Water	Ground-water	Increase water demand	Promptly detect and repair of water pipe and tank leaks	Project Manager	Part of contractor ToR	Include to the Terms of Reference (TOR) with the contractor
			Briefing to construction workers to conserve water by avoiding unnecessarytoilet flushing etc.	Project Manager	Part of contractor ToR	
			Ensure taps are not running when not in use	Project Manager	Part of contractor ToR	
	Water quality	Generation of sewage	Provide means for handling sewage generated at the construction site (provision of	Project Manager	25, 000	

IEER San Carlos Sun Power Project

Environmental Aspect	Environmental Component Likely to be Affected	Potential Impact	Options for Prevention or Mitigation or Enhancement	Responsible Entity	Cost, PhP	Guarantees /Financial Arrangements
			septic vault)			
			Monitor effluent quality regularly to ensure that the stipulated discharge rules and standards are not violated	Project Manager	3,500/ month	
		Oil spills	Install oil trapping equipments in areas when there a likelihood of oil spillage such during the maintenance of construction equipment. Soil in such anarea will be well protected from contamination	Project Manager	50, 000	
People	Worksite safety and health hazards to employees	Accidents and fatalities	Ensure compliance with the Occupational Safety and Health Act (OSHA) provisions e.g. employees to be provided with appropriate PPE	contractor	10, 000	Include as ECC condition and TOR of contractor

7.2.5 Environmental Management Plan During Operation

Table below shows the matrix of management plan for identified project impact.

Environmental Aspect	Environmental Component Likely to be Affected	Potential Impact	Options for Prevention or Mitigation or Enhancement	Responsible Entity	Cost, PhP	Guarantees /Financial Arrangements
Land	Solid wastes generation	Soil and water pollution	Prepare solid waste management plan Use of an integrated solid waste management system i.e. through a hierarchy of options: 1. Source reduction 2. Recycling 3. Composting and reuse 4. Resource recovery 5. Disposal to LGU land fill.	Plant Manager	20000	Incorporate to the Environmental Management System
			Ensure that wastes generated at the plant are efficiently managed through recycling, reuse and proper disposal procedures.	Plant Manager	Part of operational cost	
	Water quality	Surface and ground water contamination from sewage	Provide adequate and safe means of handling sewage generated at the plant (provision of septic tank)	Plant Manager & Contractor	20, 000	Include as ECC condition and TOR of contractor
			Ensure regular monitoring of the sewage discharged from the project to ensure that the stipulated sewage/effluent discharge rules and standards are not violated	Plant Manager	4,000/ sample	Discharge Permit Condition
	Demand for energy	Power resource competition	Switch off electrical equipment, appliances and lights when not being used	Plant Manager	Part of operational procedure	Annual energy audit by 3rd party consultant
			Install occupation sensing lighting at various locations such as storage areas which are not in use all the time	Plant Manager	10-40% higher than ordinary lightings	

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Environmental Aspect	Environmental Component Likely to be Affected	Potential Impact	Options for Prevention or Mitigation or Enhancement	Responsible Entity	Cost, PhP	Guarantees /Financial Arrangements
			Install energy saving light within the plant	Plant Manager	10-40% higher than ordinary lightings	
			Monitor energy use during the operation of the project and set targets for efficient energy use	Plant Manager	No cost	
			Brief and train workers to use energy efficiently	Plant Manager	No cost	
	Increase water demand	Water resource competition	Plant workers to be motivated on water conservation techniques.	Plant Manager	No cost	Incorporate to the Environmental Management System
			Ensure taps are not running when not in use	Plant Manager	1,500 /month	
			Install water conserving taps that turn-off when water is not being used	Plant Manager	40% higher than ordinary taps	
Air	Air quality	Dust emissions	Suitable wet suppression techniques need to be utilized in all exposed areas	Plant Manager	10, 000	Include as ECC condition
			Enforce low speed limits for vehicles moving within the site	Plant Manager		
People	Worksite safety and health hazards to employees	Increased health and safety impacts (accidents and fatalities)	Implement all necessary measures to ensure health and safety of the plant workers and the general public during operation of the power plant as stipulated in the Occupational Safety and Health Act (DOLE)	Safety Officer	5,000/ month	Include in the Plant's Emergency Response Plan
			Ensure compliance with the Occupational Safety and Health Act (OSHA) provisions e.g.			

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Environmental Aspect	Environmental Component Likely to be Affected	Potential Impact	Options for Prevention or Mitigation or Enhancement	Responsible Entity	Cost, PhP	Guarantees /Financial Arrangements
			employees to be provided with appropriate PPE			
	Security	Increased general safety and security impacts	Ensure the general safety and security at all times by providing day and night security guards and adequate lighting within and around the premises.	Plant Manager & Local PNP	20,000 /month	Part of the Social Development Plan
	Fire risks	Fatalities	Installation of fire fighting equipments	Plant Manager & Safety Officer	5,000 per annum	Include in the Plant's Emergency Response Plan
			Development of fire evaluation plan			
			Training of all staff in fire management			
	Public health concerns	Epidemics and fatalities	Resident project manager must carry out annual health awareness training for all employees and subcontractors	Safety Officer	10,000++ /annum	Commitment to labor laws

7.3 ENVIRONMENTAL MONITORING PLAN

7.3.1 Overview

Environmental Monitoring (EM) shall be undertaken to determine the impacts/ effects of the project in all phases of its implementation and to provide an early warning tool for detecting any contamination and pollution that may arise. EM shall serve as basis for the efficiency of the mitigating measures. It shall be continuous, periodic and shall involve field observations, samplings, and analysis. It is essential to detect and correct violations, provide evidence to support mitigating actions, and evaluate enforcement by the succeeding monitoring activities.

Monitoring shall be undertaken to determine the effects against the baseline data gathered. This shall be done to ensure that all mitigating measures are religiously implemented and that negative impacts beyond tolerable levels and carrying capacity are detected and mitigating measures shall be implemented before it aggravates. It makes economic sense to correct environmental degradation during the early stages than introducing corrective measures, when the problem becomes almost irreversible and the financial costs are very high.

The object of the monitoring activities is to a) To ascertain that ECC conditions are complied, b) To determine level of compliance to RA 8749 (Philippine Clean Air Act), RA 9275 (Philippine Clean Water Act), RA 9003 (Ecological Solid Waste Management Act of 2000), and other applicable environmental laws and its implementing rules and regulations, and c) To determine compliance to the IMP and EMoP which breakdowns the requirement of PD 1586, implementing rules and regulations (IRR), and procedural manuals (PM).

7.3.2 Monitoring Parameters

Monitoring of certain parameters during both the construction and operational phases of the power station is essential to ensure that impacts are fully evaluated and that necessary mitigation measures are applied. This is necessary to demonstrate compliance with any current and future standards. Monitoring will apply to the following:

- Ambient air quality
- Noise
- Water quality & discharges
- Public complaints procedures

7.3.2.1 Noise

A noise survey both within operational areas and at the site boundary should be undertaken at regular intervals during the construction and operation phases and not less than once every 12 months. Additional monitoring may be required at various times in response to public complaints (if any), in order to verify that noise emission limits are being met.

In the initial stages of power plant operation, immediately following commissioning

of the power station, noise monitoring will be undertaken both within the site, at the site boundaries and at selected receptor locations up to a distance of approximately 500 meters from the proposed site. These monitoring results will be compared with the baseline noise levels monitored at the same positions prior to the commencement of plant construction activities.

The monitoring will therefore verify whether the plant is operating to the levels specified. The monitoring results will also act as a valuable database of baseline noise levels achieved during normal operation of the plant, for different meteorological and station conditions. This baseline will help determine the need for any subsequent design changes or for mitigation of noise levels in the power station area.

7.3.2.2 Water Quality and Discharge

The volume of wastewater discharge from the power station will comprise of storm water and sewage, from where its analysis will be monitored prior to discharge.

Periodically, the effluent discharge will be analyzed to ensure that it complies with DENR effluent standards. Groundwater samples and surface water samples will be collected for routine analysis on an annual basis.

Permanent and properly constructed monitoring well may be installed near the septic tank system to evaluate the ground water quality and to confirm no deterioration of the water quality is occurring as a result of the operation of the power plant.

7.3.2.3 Public Complaints Procedure

The pollution control and safety officer (PCSO) will be responsible for obtaining, reporting and maintaining all environmental data records and for correct implementation of the public complaints and emergency procedures.

All public complaints will be logged on a complaints register to include the name and address of the complainant, the time and date that the complaint is registered and the details of the complaint. Each complainant will then be contacted by the Multi-Partite Monitoring Team or its nominated representative, either by means of a personal visit or telephone, in order to discuss the details of the complaint, and establish how the complaint can be rectified in the interests of all concerned.

7.3.3 Reporting Procedures

Implementation of the Environmental Monitoring Plan will be the responsibility of the Pollution Control and Safety Officer (PCSO) who will be responsible for arranging and reporting the results of all emissions, ambient air quality, noise and water quality monitoring. The PCSO will also be responsible for obtaining, reporting and maintaining all environmental data records and for implementing corrective actions with regards to both the environment and implementation of responding to public concerns or complaints.

The PCSO will also be responsible for conducting all in-house analysis and for reporting all in-house analytical results directly to the Plant Manager, who will in turn be responsible for compilation of all monitored results and for informing the authorities of any possible non-conformity.

There will also be a plant superintendent nominated with responsibility for environmental matters who can ensure that decisions are made to rectify any problems. For example, modifying plant operations when there is an exceedance of emissions standards or simply when equipment needs repair or replacement.

As previously indicated, there may be occasions where third party consultants are required for specialist monitoring or training. This may arise, for example, if there was a complex noise issue requiring detailed frequency analysis or if training was required in specific areas, such as emission control. The PCSO will be responsible for coordinating any monitoring conducted by a third party. In either case, all monitoring results obtained by outside monitoring bodies will be reported to the plant manager with the nature of the project noise problem.

7.3.4 Implementation

It will be the responsibility of the PCSO to implement the site Environmental Monitoring Plan and also the Environmental Management Plan and to encourage general site environmental awareness. Where necessary, the senior manager responsible for environmental matters may be required to instigate change to ensure that the environmental standards outlined in this IEER and ECC condition.

The Environmental Monitoring Plan may also require the employment of a laboratory technician or local laboratory to analyze samples and report these to the PCSO. The report of the chemical analyses should clearly reference a standard by which water quality can be compared.

Although the ambient air quality monitoring may be performed by an outside contractor, SACASUN may decide to install their own ambient air quality monitoring equipment including a meteorological station. In this instance, the laboratory technician will also be responsible for maintaining and calibrating the equipment necessary for monitoring.

Table 12 - Environmental Monitoring Plan (Construction Phase)

Environmental Aspects/Issues	Parameter/s to be Monitored	Sampling and Measurement Plan			Lead Person	Annual Estimated Cost, PhP
		Method	Frequency	Location		
Air pollution	Dust (TSP level)	Visual assessment of dust depositions	Monthly	Air quality and noise level sampling stations	Contractor	5, 000
	Noise level (dB)	Use of noise meter	Monthly			
Wastewater	pH, DO, BOD, TSS, Oil & Grease, TC	Ocular inspection Water Sampling and Laboratory Analysis	Quarterly	Upstream and downstream of Tinampa-an River and adjacent well	Contractor	6, 000
Solid wastes	Volume and type of solid wastes	Ocular inspection Review of logs	Weekly	Inside the construction area	Contractor	Included in contract price
Personnel health and safety	Frequency of accidents and untoward incidents	Documentation of incidents Regular check of safety precautions	Daily	Inside the construction area	Contractor	Included in contract price

Table 13 - Environmental Monitoring Plan (Operation Phase)

Environmental Aspects/Issues	Parameter/s to be Monitored	Sampling and Measurement Plan			Lead Person	Annual Estimated Cost, PhP
		Method	Frequency	Location		
Air pollution	Ambient air quality (TSP, PM10, SO2, & NO2)	Ambient air sampling	Annual	Four (4) ambient monitoring stations	PCO	25, 000
	Noise level (dB)	Use of noise meter	Semi Annual	Noise level sampling stations		
Wastewater	pH, DO, BOD, and TSS	Water sampling and Laboratory analysis	Semi Annual	Effluent	PCO	20, 000
Solid wastes	Volume and type of solid wastes	Ocular inspection Review of logs	Daily	Plant site	PCO	0
Traffic	Localized congestion	Ocular inspection Logs	Daily	Ingress & Outgress of Plant	PCO	0

DO - Dissolved Oxygen; BOD - Biological Oxygen Demand; TSS - Total Suspended Solids; F/TC - Fecal/Total Coliform

7.3.5 Multi-Sectoral Monitoring

San Carlos Sun Power will be actively involved in the Multi-Partite Monitoring Team (MMT). The creation of such body shall be initiated by the proponent with the following membership:

- DENR (EMB or PENRO)
- Representative for the Local Government Units (LGU), preferably the Barangay Captain and City Mayor or their representative,
- Project Proponent's Representative
- Non-Governmental Organization

7.3.6 Environmental Guarantee and Monitoring Fund (EGF/EMF)

The multi-partite monitoring activities shall be charged to the Environmental Monitoring Fund (EMF). An initial EMF equivalent to Twenty Thousand Pesos (P25,000) shall be established by the Proponent, to be regularly replenished when the fund is exhausted.

7.4 EMERGENCY RESPONSE POLICY

7.4.1 General

Prior to construction and operation, San Carlos Sun Power Plant shall create a Health and Safety Committee (HSC) to consolidate and reinforce the occupational health and safety (OHS) efforts of the 50 MW Power Plant, and to oversee all OHS programs within the plant site.

Its OHS programs shall be in accordance to the Occupational Health & Safety Advisory Services (OHSAS) 18001 international standard. SACASUN shall continuously log the number of safe man-hours at the construction sites and operating facilities. The HSC draws from the experience of its members, which have been involved in similar projects.

SACASUN believed in the relevance and importance of Emergency and Disaster Management Planning in sustaining the business. It shall adapt on the following key initiatives:

- Establishment of a Disaster Coordinating Center for the collaborative handling of catastrophic events or large emergencies;
- Development of a Disaster Management Plan to draw the framework and basic components in managing disasters affecting the plant, employees, properties in the area, and adjacent community (e.g., typhoon and resultant flooding);
- Incorporating disaster management considerations in site development and development (i.e. evacuation areas).

The same Health and Safety Committee (HSC) shall oversee the reinforcement of the occupational health and safety (OHS) efforts its facilities and construction sites in the country.

7.4.2 Workers Accidents and Hazards During Construction

During construction of the proposed 50 MW Power Plant, it is expected that construction workers especially no-skilled casuals are likely to have accidental injuries and hazards. Because of these intensive engineering and construction activities including erection and fastening of roofing materials, metal grinding and cutting, concrete work, steel erection and welding among others, construction workers will be exposed to risks of accidents and injuries. Such injuries can result from accidental falls, injuries from hand tools and construction equipment cuts from sharp objects, and electrocution. The impacts will be direct, permanent and minor.

To reduce the workers accidents and hazards during the construction phase of the proposed power plant, the contractor and proponent are expected to adhere to the provisions of the Occupational Safety and Health. It is the responsibility of the project proponent and contractor to provide a safe and healthy environment for construction workers as outlined in the EMP. A response and evacuation plan must be in place in addition to safety education and training shall be provided to the employees.

7.4.3 Workers Health and Safety during Operation

All workers entering the power plant must be equipped with appropriate and adequate PPE including safety footwear, overalls, gloves, dust masks, among others. The PPE should be those meeting the standards of PPE. Personal protection gear must be provided and its use made compulsory to all. The entire workforce of the plant should be trained in the use of protective gear, handling of chemical products and acid storage cells, electric safety equipment, procedures for entering enclosed areas, fire protection and prevention, and emergency response and care procedures. Training given to the employees should be backed by regular on- site training in safety measures. ‘Restricted ENTRY’ signs should be installed to keep away unauthorized persons from access to restricted areas. Machines and Equipments must be operated only by qualified staff and a site supervisor should be on site at all times to ensure adherence. The project operator must develop a Workplace Health and Safety Policy Manual for which all the workers should be conversant and comply with. The project operator should appoint responsible person from the management team to be in charge of workplace Safety, Health and Environmental issues. The operator should develop a Response Plan for handling any emergencies arising thereof during the project implementation phase.

7.5 ABANDONMENT

7.5.1 Abandonment Policy

Abandonment of the project is not considered, it takes years of thorough feasibility assessment and market analysis before launching a project. SACASUN is consistent with the company's goal of expanding into, developing and redeveloping in strategic areas within attractive growth centers across the country. Hence, there is no foreseen future abandonment of the project.

7.5.2 Decommissioning

For demolition to take place properly and in good time, several people will be involved. As a result several employment opportunities will be created for the demolition staff during the demolition phase of the proposed power plant. The impact will be direct, temporary and minor.

7.5.2.1 Noise and Vibration

The demolition works will lead to significant deterioration of the acoustic environment within the project site and the surrounding areas. This will be as a result of the noise and vibration that will be experienced as a result of demolishing the proposed power plant. The impact will be direct, temporary and minor. Vibration is most likely very minimal.

Significant impacts on the acoustic environment will be mitigated by the project proponent by putting in place several measures that will mitigate noise pollution arising during the decommissioning phase. The following noise-suppression techniques will be employed to minimize the impact of temporary destruction noise at the project site.

- Install portable barriers to shield compressors and other small stationary equipment where necessary.
- Use quiet equipment (i.e. equipment designed with noise control elements).
- Co-ordinate with relevant agencies regarding all substation construction activities in the residential areas.
- Install sound barriers.
- Demolish mainly during the day. The time that most of the neighbors are out working.
- Limit pickup trucks and other small equipment to a minimum idling time and observe a common-sense approach to vehicle use, and encourage workers to shut off vehicle engines whenever possible.

7.5.2.2 Solid Waste Generation

Demolition of the proposed power plant other related infrastructure will result in generation of solid wastes. The wastes will contain the materials used in construction including concrete, metal, drywall, wood, glass, paints, adhesives, sealants and

fasteners. Although demolition waste is generally considered as less harmful to the environment since they are composed of inert materials, there is growing evidence that large quantities of such waste may lead to release of certain hazardous chemicals into the environment. The impact will be direct, permanent and major

Solid waste resulting from demolition or dismantling works associated with the proposed power plant during decommissioning phase will be managed as follows:

- Use of durable, long-lasting materials that will not need to be replaced as often, thereby reducing the amount of demolition waste generated during decommissioning phase
- Provision of facilities for proper handling and storage of demolition materials to reduce the amount of waste caused by damage or exposure to the elements
- Use of materials that have minimal packaging to avoid the generation of excessive packaging waste
- Adequate collection and storage of waste on site and safe transportation to the disposal sites and disposal methods at designated area shall be provided.

7.5.2.3 Generation of Dust

Some dust will be generated during demolition works of the proposed power plant. This will affect demolition staff as well as the neighbors. The impact will be direct, temporary and minor as most activity will be related to dismantling.

High levels of dust concentration resulting from demolition or dismantling works will be minimized as follows:

- Watering all active demolition areas as and when necessary to lay dust.
- Cover all trucks hauling soil, sand and other loose materials or require all trucks to maintain at least two feet of freeboard.
- Pave, apply water when necessary, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas and staging areas at demolition sites.

7.5.2.4 Site Rehabilitation

Upon decommissioning of the power plant, rehabilitation of the project site will be carried out to restore the site to its original status or to a better state than it was originally. This will include replacement of topsoil and revegetation which will lead to restoration of the visual quality of the area. Utilization of the soil under the solar panels for planting plants like peanuts and camotes is being explored.

7.6 INSTITUTIONAL PLAN

During the construction phase of the project, implementation of the environmental management plan shall be the joint responsibility of SACASUN through the Project Management Team and the Contractor.

The Contractor shall be oriented about the project and the necessary environmental activities to be undertaken during the pre-bidding conference so that all assumed costs for the environmental measures shall be included in the project scope of work and cost estimates of the contractor. The environmental management activities and specifications should therefore be given to the bidders during pre-bid conferences.

The Contractor shall be responsible for compliance with all environmental regulatory requirements. This includes but is not limited to the protection of resources, air and water quality, implementation of effective noise and traffic controls, proper management of soils, hazardous materials, and solid wastes.

The Contractor shall also conduct monthly site safety and environmental meetings to ensure that all the identified impacts and corresponding mitigation and enhancement measures presented and discussed are properly implemented.

Responsibility for EMP implementation shall shift to the Proponent (SACASUN) when the 50 MW Power Plant is operational. A Safety and Pollution Control Officer (SPCO) shall be designated, primarily responsible for monitoring the EMP performance and efficiency.

SOCIAL DEVELOPMENT PLAN

8 SOCIAL DEVELOPMENT PLAN

8.1 SOCIAL DEVELOPMENT FRAMEWORK (SDF) AND COMMUNITY STEWARDSHIP

San Carlos Sun Power Inc. is committed to corporate social responsibility (CSR). It is embodied in the Company's mission of becoming the best in the country's independent power producer (IPP). It shall be involved in philanthropic initiatives to more strategic intents of contributing to nation building, uplifting the lives of people through education, health programs, and livelihood opportunities, and being a preferred and trusted neighbor to communities surrounding their power plant. CSR or community stewardship is a key component of their Sustainability Framework.

8.2 INFORMATION, EDUCATION AND COMMUNICATION (IEC) PROGRAM

SACASUN's EMP cannot succeed without a strong public education effort that provides general information about the EMP. IEC will also benefit SACASUN and the Contractor by preventing adverse impact to the environment.

8.2.1 Goal of the IEC Campaign

Education on environmental management for all impacts of the project (construction and operation) is the goal of the IEC campaign. Information about the EMP should also reach the public, suppliers, visitors, transient workers, local officials, media group, NGOs, etc. for their cooperation. The media is an especially important vehicle; media understanding of EMP issues helps ensure accurate and responsible reporting.

8.2.2 Significance of the IEC Campaign

Public education on the EMP is a good idea even if construction works have not yet commenced. The scope of this effort will depend on the funds and personnel available. Early education can focus on:

- Current environmental conditions at the project site
- Various construction activities and its corresponding impacts to the environment
- Mitigating and enhancement measures to all identified impacts
- Short and long term implication to soil and water contamination
- Basic ways to prevent soil and water contamination

8.2.3 Communication Approaches

The IEC campaign can be implemented in a variety of ways: broadcast information, primer, posters, billboards, etc. Broadcast media is an especially important vehicle; media understanding of EMP issues helps ensure accurate and responsible reporting.

Primers, posters, billboards, and other similar materials shall be displayed in conspicuous areas. These are the inexpensive options and require less staff time than

many other educational methods, however, video and audio clips will also be shown as necessary in relation to the promotion of the renewable energy to the public which is the company's thrust.

8.2.4 Other Approaches (Performance Rating)

Basic environmental auditing shall be undertaken at the site with the Contractor as respondent. Contractor will be rated based on their performance to EMP implementation and based on the provisions of the Procedural Manual for DAO 2003-26, known as “Revised Industrial EcoWatch System”. Its compliance to pertinent EMB rules and regulations should be property rated with performance indicators:

Performance Indicators	Broad Category	Color
Efforts beyond legal requirement	Excellent	Gold
	Outstanding	Silver
Effort level sufficient to comply	Very good	Green
	Good	Blue
Effort not sufficient for compliance	Bad	Red
No effort to comply	Very bad	Black

ENVIRONMENTAL MONITORING PLAN (EMoP) with ENVIRONMENTAL QUALITY PERFORMANCE LEVELS (EQPLs)

Key Environmental Aspects per Project Phase	Potential Impacts Per Env't'l Sector	Parameter to be Monitored	Sampling & Measurement Plan			Lead Person	Annual Estimated Cost	EQPL MANAGEMENT SCHEME					
			Method	Frequency	Location			EQPL RANGE			MANAGEMENT MEASURE		
								ALERT	ACTION	LIMIT	ALERT	ACTION	LIMIT
1. CONSTRUCTION PHASE													
1.1 Air Quality	Dust Generation	Dust Particulates	Visual	Daily-during construction	Within the site	San Carlos Sun Power Inc.	None	Delivery trucks being uncovered	Dust and mud generation	Dust and mud generation along the road	Inform delivery truck drivers to put cover	Suppliers to be informed regarding covering delivery trucks	Change supplier not following the arrangement whenever doing a delivery
												Implement cleaing measures of soiled equipments	Dust and mud source elimination
1.2 Water Quality	Wastewater	Existence of temporary toilets	Site inspection	Once during the initial stage of construction	Within the site	San Carlos Sun Power Inc.	Part of development cost	Absence of toilet facility	Absence of toilet facility	Absence of toilet facility	Build toilet facility at start of the project	Build toilet facility	Build toilet facility
										Unsanitary surroundings	Clean up	Clean up	Clean up
1.3 Land Topography and Soil	Solid waste	Volume and quality	Visual	Daily	Within the site	San Carlos Sun Power Inc.	Part of development cost	Unsegregated wastes	Unsegregated wastes	Overflowing, rotting, and undisposed wastes for a week	Impose waste segregation	Coordinate with San Carlos LGU regarding uncollected wastes	Lodge complaint to the concerned office for the irregular waste collection
								Garbage bins are half full of capacity ir uncollected wastes in collection schedule	Overflow of garbage or uncollected garbage wastes 2 days after schedule		Coordinate with San Carlos LGU regarding uncollected garbage	Coordinate with the recycling company	Dispose the uncollected wastes specially the bulk construction wastes
	Traffic generation	Volume of traffic	Visual	Daily	Around the site	San Carlos Sun Power Inc.	Traffic aid salary	Temporary traffic	Consistently causing traffic	Road blockage	Traffic enfocement	Reschedule traffic inflow and outflow	No parking along the road around the property

Key Environmental Aspects per Project Phase	Potential Impacts Per Env't'l Sector	Parameter to be Monitored	Sampling & Measurement Plan			Lead Person	Annual Estimated Cost	EQPL MANAGEMENT SCHEME					
			Method	Frequency	Location			EQPL RANGE			MANAGEMENT MEASURE		
								ALERT	ACTION	LIMIT	ALERT	ACTION	LIMIT
2. OPERATION PHASE													
1.1 Land Solid Wastes	Solid waste	Volume and quality	Visual	Once a week	Within the site	San Carlos Sun Power Inc.	Garbage fee imposed by the LGU	Unsegregated wastes Uncollected wastes 2 days after schedule	Unsegregated wastes Overflow of garbage or uncollected garbage wastes 2 days after schedule	Overflowing, rotting, and undisposed wastes for a week	Impose waste segregation Impose proper solid waste management among workers Coordinate with San Carlos LGU regarding collection schedule	Coordinate with the San Carlos LGU for the uncollected waste Sanctioning of workers not following waste management system	Lodge complaint to the concerned office for the irregular waste collection Dispose own wastes via private collector while awaiting for San Carlos LGU's action
1.2 Water Quality	Wastewater	Coliform, oil-grease, TSS, BOD Presence of septic tanks	Lab. Test Site inspection	Twice a year	Within the sitel	San Carlos Sun Power Inc.	20,000 per sample	Lab result indicating 50% below the class C standard per DAO 35	Lab result indicating 75% below the class C standard per DAO 35	Lab result consistently below the class C standard in spite of the remediation	Analyze source of STP system failure	Retrofit source of failure	Repair or overhaul STP as deemed necessary
1.3 Air Quality	Dust generation	Dust particulates 230ug/NCM	Visual	Daily	Within the site	San Carlos Sun Power Inc.	Part of operation and maintenance cost	Occasional generation of fumes and dust from the equipment	Consistent generation of fumes and dust from the equipment	Dust generation beyond standard	Installation of sensor to avoid overflows in the silos	Immediate redmiadiation or repair of equipment producing fume and dust	Immediate redmiadiation or repair of equipment producing fume and dust

**PROJECT ENVIRONMENTAL MONITORING AND AUDIT PRIORITIZATION SCHEME
(PEMAPS)**

Project Name	:	San Carlos Sun Power
Project Location	:	Baranggay Punao, San Carlos City, Negros Occidental
Proponent	:	San Carlos Sun Power Inc.
Pollution Control Officer	:	Ms. Anabele Natividad
Tel. No./Fax No./Email	:	(02) 752-0050
Project Type	:	Solar Power
Project Status	:	Planning stage / Pre-construction

1. PROJECT CONSIDERATIONS

1.1 Size and Type

1.1.1 Size based on number of employees

Specify number of employees	11
-----------------------------	----

1.1.2 Type

ECP (in either ECA or Non-ECA)	
Non-ECP but in ECA	
Non-ECP and Non-ECA	✓

1.2 Waste Generation and Management

1.2.1 Enumerate Waste Type and Specify Quantity of Wastes generated in your facility

Category	Waste	Type		Quantity
		Hazardous	Non-Hazardous	
Air	Dust		✓	Temporary, during construction only.
Liquid	Domestic wastewater		✓	Estimated personnel= 11 Average wastewater = 0.050 per pax Total wastewater = 0.55 m ³ per day
Solid	Solid waste		✓	Temporarily during construction only. Construction debris such as boxes, packaging materials

1.3 Pollution Control System (PCS)

1.3.1 Enumerate PCS or Waste Management Method Used in your facility.

Category	PCS/Waste Management Method Used	Remarks
Air	Cleaning of the construction vehicle prior to leaving the construction site	✓
	Confining & watering of stock pile when and where applicable	✓
Liquid	Septic tank	✓
Solid	Waste minimization	✓
	Segregation of solid waste in disposing with the common wastes	✓
	Regular waste collection in coordination w/ LGU of San Carlos City	✓
	Final disposal to San Carlos Eco Center / Landfill	✓

2. PATHWAYS

2.1 Prevailing wind towards barrio or city? (mark the corresponding point)

Yes x No

2.2 Rainfall (impacts surface & groundwater pathways)

2.2.1 Average annual net rainfall (in mm):

Specify amount:	2,380
-----------------	-------

2.2.2 Maximum 24-hour rainfall (in mm):

Specify amount:	238.76
-----------------	--------

2.3 Terrain (select one and mark)
Flat Steep

2.4 Is the facility located in a flood-prone area?
Yes No

2.5 Ground Water

Depth of groundwater table (meter)	
0 to less than 3 km	
3 to 10 km	
Greater than 10 km	<input checked="" type="checkbox"/>

3. RECEIVING MEDIA / RECEPTORS

3.1 Air

(Distance to nearest community)	
0 to less than 3 km	<input checked="" type="checkbox"/>
3 to 10 km	
Greater than 10 km	

3.2 Receiving Surface Water Body

3.2.1 Distance to receiving surface water:

0 to less than 3 km	
3 to 10 km	
Greater than 10 km	<input checked="" type="checkbox"/>

3.2.2 Size of population using receiving surface water

Specify number:	n/a
-----------------	-----

3.2.3 Fresh Water:

3.2.3.1 Classification of fresh water

AA	
A	
B	
C	
D	

3.2.3.2 Size of fresh water body

Specify size:	none
---------------	------

3.2.3.3 Economic value of water use

Drinking	
Domestic	
Recreational	
Fishery	
Industrial	
Agricultural	
Other	

3.2.4 Salt water: Tañon Strait

3.2.4.1 Classification of salt water

SA	
SB	✓
SC	
SD	

3.2.4.2 Economic value of water use

Fishery	✓
Tourist zone or park	
Recreational	
Industrial	

3.3 Ground Water

3.3.1 Distance to nearest recharge area

0 to less than 0.5 km	
0.5 to 1 km	
Greater than 1 km	✓

3.3.2 Distance to nearest well used

0 to less than 0.5 km	✓
0.5 to 1 km	
Greater than 1 km	

3.3.3 Groundwater use within the nearest well

Drinking	
Industrial	✓
Agricultural	✓
Domestic	

3.4 Land

3.4.1 Indicate current/actual land uses within 0.5 km radius:

Residential	✓
Commercial/Institutional	
Industrial	✓
Agricultural/Recreational	✓
Protected Area	

3.4.2 Potential/proposed land uses within 0.5 km

Residential	
Commercial/Institutional	
Industrial	
Agricultural/Recreational	✓
Protected Area	

3.4.3 Number of affected Environmentally Critical Areas within 1 km:

Specify number:	none
-----------------	------

3.4.4 Distance to nearest ECA (select one and mark)

0 to less than 0.5 km	
0.5 to 1 km	
Greater than 1 km	✓

4. ENVIRONMENTAL PERFORMANCE

4.1 Compliance (pls. take note that this will be double-checked with PCD files)

Law	Violation (check if any)	Type (pls. specify number of times committed)				Type of Admin Violation	Additional Remarks/Status of Compliance
		STANDARD					
		Emission/Effluent/Discharge	Ambient	Human Impact	Admin/ECC		
RA 8749	N/A	N/A	N/A	N/A	N/A	N/A	N/A
RA 9275	-do-	-do-	-do-	-do-	-do-	-do-	-do-
RA 6969	-do-	-do-	-do-	-do-	-do-	-do-	-do-
PD 1586	-do-	-do-	-do-	-do-	-do-	-do-	-do-
RA 9003	-do-	-do-	-do-	-do-	-do-	-do-	-do-

4.2 Number of Valid Complaints

4.2.1 Citizen and NGOs

Specify number:	0
-----------------	---

4.2.2 Others (other Govt. Agencies, Private Institutions)

Specify number:	0
-----------------	---

(To be filled up by EMB Personnel)

RECOMMENDATION/S:

Noted by: _____

Assessed By: _____

INITIAL ENVIRONMENTAL REPORT



FOR THE PROPOSED SAN CARLOS SUN POWER



ATTACHMENTS



PREPARED FOR
SAN CARLOS
SUN POWER INC.

PREPARED BY



JANUARY 2015



Republic of the Philippines
City of San Carlos
Province of Negros Occidental
OFFICE OF THE CITY PLANNING AND DEVELOPMENT COORDINATOR

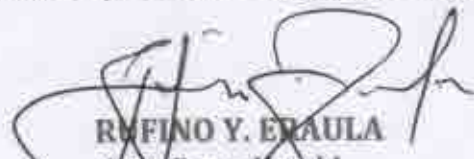
CERTIFICATION

THIS IS TO CERTIFY that the described landholding below is zoned for use specified in the table as per comprehensive **Land Use Plan/Zoning Ordinance of San Carlos City, Negros Occidental (Ord. No. 17 Series of 2001)** reviewed and approved by the **Sangguniang Panlalawigan (SP)** through **SP Resolution No. 0809 Series of 2001, dated December 19, 2001** in accordance with pertinent issuances:

Registered Owner	LOT NO.	TCT NO.	AREA (SQ.M)	ZONE CLASSIFICATION
1) Gamboa Hermanos Farmworkers Multi-purpose Cooperative	761-B	T-347	87,595	Special Economic Zone
2) Gamboa Hermanos Farmworkers Multi-purpose Cooperative	760-B-5-A	T-342	1,289,379	Special Economic Zone

This is to further certify that the same landholding has been zoned for Commercial-Industrial Zones as per **City Zoning Ordinance No. 16-77 of San Carlos City dated** and duly approved by the Human Settlement Regulatory Commission (Now HLURB) as per **Resolution No. 39-4 dated July 31, 1980.**

Issued this **19th day of April, 2013** at San Carlos City, Province of Negros Occidental, Philippines.


RUFINO Y. ERAULA
Asst. Dept. Head I
City Zoning Administrator

RECEIVED

BY: [Signature]

DATE: 7/19/07

SN No. 00800764

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF JUSTICE
LAND REGISTRATION AUTHORITY

REGISTRY OF DEEDS FOR THE CITY OF SAN CARLOS

Transfer Certificate of Title
No. T-342

Comp. Invol.
7/19/07
Sg

Entered in accordance with Republic Act No. 6657, dated June 10, 1988, pursuant to a Certificate of Land Ownership Award issued by the Department of Agrarian Reform, at Quezon City, and spread in the records of the said Department of Agrarian Reform, as follows:

"REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF AGRARIAN REFORM
CERTIFICATE OF LAND OWNERSHIP AWARD NO. 00800764

TO ALL WHOM THESE PRESENTS SHALL COME, GREETINGS:

WHEREAS, pursuant to the provisions of Republic Act No. 6657, dated June 10, 1988, INSTITUTING A COMPREHENSIVE AGRARIAN REFORM PROGRAM TO PROMOTE SOCIAL JUSTICE AND INDUSTRIALIZATION AND PROVIDING THE MECHANISM FOR ITS IMPLEMENTATION, there is hereby awarded unto GAMBOA HERMANOS FARMWORKERS MULTI-PURPOSE COOPERATIVE, a parcel of agricultural land situated in Barangay Punao, Municipality of San Carlos City, Province of Negros Occidental, Island of Negros, Philippines, containing an area of ONE MILLION TWO HUNDRED EIGHTY NINE THOUSAND THREE (1,289,379) square meters, more or less, which is now more particularly bounded and described at the back hereof. HUNDRED SEVENTY NINE

WHEREAS, it has been established that the herein awardee has fully complied with the requirements for the grant of title under Republic Act No. 6657.

NOW, THEREFORE, KNOW YE, That by authority of the provisions of Republic Act No. 6657, there is hereby awarded unto the said* GAMBOA HERMANOS FARMWORKERS MULTI-PURPOSE COOPERATIVE with address at San Carlos City, Negros Occidental this Certificate of Land Ownership Award covering the parcel of agricultural land herein described.

TO HAVE AND TO HOLD IN OWNERSHIP AND TO USE PRODUCTIVELY said parcel of agricultural land with all the rights and privileges appurtenant thereto, subject to the condition that it shall not be sold, transferred or conveyed except through hereditary succession, or to the Government, or to the Land Bank of the Philippines, or to the other qualified beneficiaries for a period of ten (10) years, Provided, however, that the children or the spouse of the transferor shall have a right to repurchase the land from the Government or the Land Bank of the Philippines within a period of two (2) years from the date of transfer.

IN TESTIMONY WHEREOF, and by authority vested upon me by law, I, GLORIA MACAPAGAL ARROYO, President of the Philippines, hereby cause these letters to be made patent and the seal of the Republic of the Philippines to be hereunto affixed.

Given at Quezon City, Philippines, on this 27 day of JUN 27 2007, in the year of Our Lord Two Thousand and Seven

BY AUTHORITY OF THE PRESIDENT
OF THE PHILIPPINES
[Signature]
Secretary of Agrarian Reform*

It is hereby certified that said land was originally registered on _____ as Original Certificate of Title No. T-12282 pursuant to (1) Decree No. 14370 in L.R.C. Record No. 8048 or (2) Patent No. _____. This certificate is a transfer from Transfer Certificate of Title No. T-34071

Entered in the Registry of Deeds of San Carlos City pursuant to Section 24 of Republic Act No. 6657 on this 29th day of June two thousand and Seven at 1:30

San Carlos City, Neg. Occ.
(Owner's postal address)

[Signature]
MARILOU T. ESCANTE
Deputy Register of Deeds OIC

*State the civil status, name of spouse if married, age if a minor, citizenship and residence of the awardee

DESCRIPTION OF THE LAND

A parcel of land (Lot 760-B-5-A, Psd-064524-030365, being a portion of Lot 760-B-5, Psd-064524-026418), situated in the Barangay of Punao, City of San Carlos, Island of Negros. Bounded on the SE., along lines 1-2-3-4-5-6-7-8-9-10-11-12-13-14-15-16-17-18-19-20-21 by lot 1927, Cad. 149, San Carlos Cadastre; along lines 21-22-23-24-25-26-27-28-29-30-31-32-33-34-35-36-37-38-39-40 by lot 760-B-3; along line 40-41 by lot 760-B-1, both of Psd-064524-026418; on the SW., along lines 41-42-43-44-45-46 by lot 775, Cad. 149, San Carlos Cadastre; on the NW., along lines 46-47-48-49-50-51-52 by lot 760-B-5-B of this subd. survey; on the NE., along lines 52-53-54-55-56-57-58-59-60-61-62-63-64-65-66-67-68-69-70-71-72-73 by lot 760-B-9, Psd-064524-026418; on the SE., along lines 68-69-70-71-72-73 by lot 1927, Cad. 149, San Carlos Cadastre; along lines 73-74-75-76-77-78-79-80-81 by lot 760-B-4, Psd-064524-026418; along lines 81-82-83 by lot 760-A, Psd-06-012755; along lines 83-84-85-86-87-1 by lot 1927, Cad. 149, San Carlos Cadastre. Beginning at a point marked "1" on plan being S. 31-14'E., 717.15 meters from BLLM No. 52, Cad. 149, San Carlos Cad., thence S. 53-47'W., 05.09 m. to point 2; S. 35-59'E., 168.94 m. to point 3; S. 38-35'E., 30.55 m. to point 4; S. 48-31'E., 20.40 m. to point 5; S. 54-37'E., 20.10 m. to point 6; S. 55-54'E., 255.50 m. to point 7; S. 54-04'E., 19.92 m. to point 8; S. 46-34'E., 19.73 m. to point 9; S. 38-19'E., 19.55 m. to point 10; S. 33-05'E., 16.03 m. to point 11; S. 31-31'E., 10.56 m. to point 12; S. 31-37'E., 52.34 m. to point 13; S. 26-01'E., 14.80 m. to point 14; S. 19-07'E., 19.76 m. to point 15; S. 11-03'E., 19.19 m. to point 16; S. 03-56'E., 20.14 m. to point 17; S. 03-30'W., 19.36 m. to point 18; S. 13-14'W., 19.83 m. to point 19; S. 19-54'W., 19.78 m. to point 20; S. 28-10'W., 19.61 m. to point 21; S. 49-11'W., 78.06 m. to point 22; S. 47-47'W., 41.25 m. to point 23; S. 41-18'W., 46.21 m. to point 24; S. 36-30'W., 212.07 m. to point 25; N. 44-00'W., 52.24 m. to point 26; S. 44-24'W., 133.72 m. to point 27; S. 52-02'E., 66.72 m. to point 28; S. 37-45'W., 114.46 m. to point 29; S. 51-18'W., 18.89 m. to point 30; N. 73-10'W., 19.03 m. to point 31; N. 83-53'W., 19.63 m. to point 32; N. 73-08'W., 19.51 m. to point 33; N. 66-29'W., 21.72 m. to point 34; S. 23-49'W., 05.03 m. to point 35; S. 66-23'E., 22.02 m. to point 36; S. 73-44'E., 20.38 m. to point 37; S. 83-46'E., 20.46 m. to point 38; N. 81-59'E., 21.80 m. to point 39; N. 68-23'E., 07.87 m. to point 40; S. 37-42'W., 59.71 m. to point 41; N. 57-11'W., 230.62 m. to point 42; N. 71-58'W., 08.95 m. to point 43; N. 65-57'W., 164.54 m. to point 44; N. 54-09'W., 137.73 m. to point 45; N. 54-06'W., 211.46 m. to point 46; N. 37-02'E., 400.00 m. to point 47; N. 37-02'E., 400.00 m. to point 48; N. 37-02'E., 80.00 m. to point 49; N. 51-23'E., 400.00 m. to point 50; N. 51-23'E., 400.00 m. to point 51; N. 51-23'E., 296.42 m. to point 52; S. 53-28'E., 22.96 m. to point 53; S. 27-26'E., 98.76 m. to point 54; S. 04-03'W., 13.30 m. to point 55; S. 30-58'W., 105.34 m. to point 56; S. 24-40'W., 39.36 m. to point 57; S. 69-05'W., 108.03 m. to point 58; S. 07-07'E., 26.07 m. to point 59; S. 29-31'E., 23.85 m. to point 60; S. 40-28'E., 54.37 m. to point 61; S. 44-39'E., 238.88 m. to point 62; S. 26-36'E., 31.52 m. to point 63; S. 14-38'E., 34.19 m. to point 64; S. 36-26'E., 64.13 m. to point 65; S. 35-37'E., 126.27 m. to point 66; S. 41-15'W., 48.87 m. to point 67; S. 62-49'W., 21.49 m. to point 68; N. 28-16'E., 15.03 m. to point 69; N. 31-01'E., 27.39 m. to point 70; N. 59-33'W., 04.95 m. to point 71; S. 30-07'W., 43.80 m. to point 72; S. 31-18'W., 05.98 m. to point 73; S. 60-49'W., 13.10 m. to point 74; S. 42-44'W., 232.25 m. to point 75; S. 57-19'W., 18.77 m. to point 76; S. 67-21'W., 36.05 m. to point 77; S. 66-43'W., 88.74 m. to point 78; S. 65-02'W., 118.27 m. to point 79; S. 25-03'E., 07.00 m. to point 80; S. 64-54'W., 13.05 m. to point 81; N. 33-38'W., 289.56 m. to point 82; S. 60-42'W., 136.70 m. to point 83; N. 55-54'W., 230.53 m. to point 84; N. 54-32'W., 19.95 m. to point 85; N. 48-05'W., 19.63 m. to

(Continued on Page B)

Register of Deeds

MEMORANDUM OF ENCUMBRANCES

Entry No. _____

point 86; N. 39-00'W., 29.70 m. to point 87; N. 35-57'W., 169.12 m. to point 1; point of beginning. Containing an area of ONE MILLION TWO HUNDRED EIGHTY NINE THOUSAND THREE HUNDRED SEVENTY NINE (1,289,379) SQUARE METERS, more or less. All points referred to are indicated on plan and are marked on the ground as follows: points 1 to 45, 53 to 87 by old points and the rest by PS cyl. conc.

Note: Technical Descriptions were copied from TCT-T-21071.

(Sgd) Register of Deeds

Name of Fbs	Name of Spouse	Postal Address
1. Benito B. Abellana	Lucia P. Abellana	Brgy. Punao, San Carlos
2. Fermin B. Abellana	Mercedes M. Abellana	City, Neg. Occ.
3. Mercedes M. Abellana	Fermin B. Abellana	-do-
4. Andrea T. Abello	Romeo B. Abello, Sr.	-do-
5. Annabelle A. Abello	Ernesto M. Abello	-do-
6. Antonia E. Abello	widow	-do-
7. Fernando M. Abello	Jovelita L. Abello	-do-
8. Gloria L. Abello	Pedro M. Abello	-do-
9. Jose V. Abello	Raquel S. Abello	-do-
10. Maria Lita S. Abello	Paulino M. Abello	-do-
11. Pablo M. Abello	Gloria L. Abello	-do-
12. Paulino M. Abello	Maria Lita S. Abello	-do-
13. Pedro M. Abello	Milagros P. Abello	-do-
14. Romeo B. Abello, Sr.	Andrea T. Abello	-do-
15. Santos M. Abello	Evarista C. Abello	-do-
16. Leonardo P. Adlawan	Esmeralda R. Adlawan	-do-
17. Ronnie I. Aguilar	Lilia B. Aguilar	-do-
18. Elario M. Albios	Dioscora B. Albios	-do-
19. Estelito F. Alegre	Virginia C. Alegre	-do-
20. Teodoro M. Alfar	Carmelita H. Alfar	-do-
21. Leonardo D. Alingalan	Apolonia G. Alingan	-do-
22. Gonzalo D. Alo	single	-do-
23. Danilo C. Alota	Ederlina S. Alota	-do-
24. Ernesto C. Alota	Cleofe G. Alota	-do-
25. Liberato P. Aloyan	Teresita N. Aloyan	-do-
26. Silverio M. Alsonado	Lita T. Alsonado	-do-
27. Martin C. Alota, Jr.	Catherine S. Alota	-do-
28. Ike M. Alvarez	Luningning V. Alvarez	-do-
29. Norvencio M. Antenero	Sherlina N. Antenero	-do-

(Memorandum of Encumbrances continued on Page _____)

30. Federico P. Arcenas	Alicia O. Arcenas	-do-
31. Rogelio B. Ardientes	Rosemarie L. Ardientes	-do-
32. Alfredo B. Atubang	Julie L. Atubang	-do-
33. Jennifer R. Auditor	single	-do-
34. Cosme M. Bacalso	Jocelyn V. Bacalso	-do-
35. Mateo M. Bacalso	Merlina P. Bacalso	-do-
36. Romulo P. Bacasmas	Gwendolyn S. Bacasmas	-do-
37. Norberto G. Bacites	Vivian S. Bacites	-do-
38. Alma G. Bagacay	Ruperto T. Bagacay	-do-
39. Hilario M. Bahita	Ignacia L. Bahita	-do-
40. Mariano N. Baja	Julia L. Baja	-do-
41. Diosdado R. Baoya	Victoria V. Baoya	-do-
42. John P. Baradero	Leni V. Baradero	-do-
43. Jose P. Baradero	Lilia V. Baradero	-do-
44. Roque A. Barbadillo	Darna L. Barbadillo	-do-
45. Bonifacio B. Baring	Wilma S. Baring	-do-
46. Francisco P. Baroa, Jr.	Belinda F. Baroa	-do-
47. Salvador L. Barquin	Marilyn U. Barquin	-do-
48. Zosimo D. Bayawa	Normita A. Bayawa	-do-
49. Pedgie N. Baynosa	Nimfa S. Baynosa	-do-
50. Wilfredo M. Beating	Victoriosa C. Beating	-do-
51. Dionisio L. Benitez	Judith P. Benitez	-do-
52. Solomon D. Berjolano	Marina S. Berjolano	-do-
53. Ana R. Bernabe	Benjamin B. Bernabe	-do-
54. Merdonieta S. Biscocho	Lemuel B. Biscocho	-do-
55. Matias M. Borja	Selbistra M. Borja	-do-
56. Roberto M. Borja	Emily R. Borja	-do-
57. Nelly A. Buscas	Rogelio T. Buscas	-do-
58. Rogelio T. Buscas	Nelly A. Buscas	-do-
59. Cornelia S. Cabalida	Federico G. Cabalida	-do-
60. Federico G. Cabalida	Cornelia S. Cabalida	-do-
61. Llyod Harvey T. Caballero	single	-do-
62. Mansueto G. Delima	single	-do-
63. Romeo C. Cabansag	Visitacion A. Cabansag	-do-
64. Nelson G. Calumba	Susan B. Calumba	-do-
65. Reynaldo G. Cañas	Julieta S. Cañas	-do-
66. Rogelio G. Cañas	Norma M. Cañas	-do-
67. Antonio E. Candillada	separated	-do-
68. Victoriano G. Candillada	Felecesima G. Candillada	-do-
69. Benedicto B. Cañete	Ma. Victoria E. Cañete	-do-
70. Ricardo B. Cañete	Ma. Evelyn M. Cañete	-do-
71. Andresito S. Caratao	Perla A. Caratao	-do-

MEMORANDUM OF ENCUMBRANCES

(When necessary use this page for the continuation of the technical description)

72. Marcelo B. Caratao	Romarita B. Caratao	-do-
73. Francisco P. Carillo	widower	-do-
74. Guillermo S. Cataluña	Salvacion S. Cataluña	-do-
75. Joselito S. Cataluña	Geralina C. Cataluña	-do-
76. Edgardo T. Celo	single	-do-
77. Francisco O. Cordova	Doadema C. Cordova	-do-
78. Lucesio T. Cuenca	Julia P. Cuenca	-do-
79. Lanibel G. Curacha	Nataniel L. Curacha	-do-
80. Leonardo H. Dacula	single	-do-
81. Antonio M. Dayonos	Estrella R. Dayonos	-do-
82. Jose M. Dayonos	Alicia T. Dayonos	-do-
83. Roel Marc T. Debulgado	Ione Yvette G. Debulgado	-do-
84. Wilfredo L. Dedel	Hermelita R. Dedel	-do-
85. Diana Rose C. Dela Rosa	Junober T. Dela Rosa	-do-
86. Reynaldo L. Dela Rosa	Nanette R. Dela Rosa	-do-
87. Raul P. Dela Torre	Merlita F. Dela Torre	-do-
88. Carmencita Z. Dela Victoria	Manuel B. Dela Victoria	-do-
89. Wilfredo F. Delicana	Erlinda B. Delicana	-do-
90. Antonio P. Delima	Esperanza E. Delima	-do-
91. Ernesto P. Delima	Edna G. Delima	-do-
92. Marites V. Delima	Dioscoro S. Delima, Jr.	-do-
93. Romeo S. Delima	Rosita M. Delima	-do-
94. Ofelia D. Tecson	Anthony V. Tecson	-do-
95. Fedelina R. Delit	single	-do-
96. Baltazar L. Denopol	Elena A. Denopol	-do-
97. Oscar G. Desamparado	Imelda B. Desamparado	-do-
98. Felipe R. Desoyo	Lourdes G. Desoyo	-do-
99. Ireneo F. Despabeladero	Christine T. Despabeladero	-do-
100. Ricardo F. Despabeladero	Jenelyn S. Despabeladero	-do-
101. Edmundo R. Desucatan	Rodenita M. Desucatan	-do-
102. Ernesto V. Desucatan	Remedios B. Desucatan	-do-
103. Henry P. Desucatan	Elena M. Desucatan	-do-
104. Carlos R. Desucatan	Juana C. Meñosa	-do-
105. Cornelio C. Diano	Ma. Victoria G. Diano	-do-
106. Serapio O. Dinglas	Elizabeth C. Dinglas	-do-
107. Ada G. Domecillo	Bienvenido R. Domecillo, Sr.	-do-
108. Primitivo H. Dumasig	Maria P. Dumasig	-do-
109. Leopoldo S. Elisorio	Rizalina C. Elisorio	-do-
110. Rodrigo P. Enderes	Ma. Lita G. Enderes	-do-
111. Vicente A. Entanes, Jr.	Edita P. Entanes	-do-
112. Felomino B. Ernan	Victoria B. Ernan	-do-

(Memorandum of Encumbrances continued on Page _____)
(Technical Description continued on Page _____)

(Continuation of the Memorandum of Encumbrances from Page _____)
(Continuation of the Technical Description from Page _____)

113. Joebencio B. Ernan	Maria Teresa L. Ernan	-do-
114. Antonio G. Esguera	Merlinda D. Esguera	-do-
115. Dorolito G. Esguera	Editha C. Esguera	-do-
116. Eduardo G. Esguera	Anecia B. Esguera	-do-
117. Leno G. Esguera	Bella B. Esguera	-do-
118. Liberto G. Esguera	Laurita C. Esguera	-do-
119. Artemio P. Espadon	single	-do-
120. Edwin S. España	Melanie P. España.	-do-
121. Romeo B. Estimar	Anastacia V. Estimar	-do-
122. Ronnie T. Estinopo	Rosalina L. Estinopo	-do-
123. Gilbert C. Fernandez	Eulogia Antonieta P. Fernandez	-do-
124. Ma. Janet T. Ferolino	Rufino O. Ferolino	-do-
125. Oscar A. Ferolino	Amelita E. Ferolino	-do-
126. Alexander S. Galvez	Ma. Connie G. Galvez	-do-
127. Danilo C. Garcia	Ma. Rebecca A. Garcia	-do-
128. Edgar S. Garcia	Marlyn U. Garcia	-do-
129. Eduardo C. Garcia	Carmelita N. Garcia	-do-
130. Eliza C. Garcia	Herman C. Garcia	-do-
131. Francisco U. Garcia	Merlinda A. Garcia	-do-
132. Herman C. Garcia	Eliza C. Garcia	-do-
133. Herminiano U. Garcia	Erlinda L. Garcia	-do-
134. Isabelito C. Garcia	Julieta A. Garcia	-do-
135. Julieta A. Garcia	Isabelito C. Garcia	-do-
136. Nelson C. Garcia	Crisanta P. Garcia	-do-
137. Vicente U. Garcia	Letecia P. Garcia	-do-
138. Jason A. Gardose	Jocelyn D. Gardose	-do-
139. Coper S. Garganera	Esterlina R. Garganera	-do-
140. Ireneo G. Garina	Ricarda T. Garina	-do-
141. Fernando C. Genes	Perla S. Genes	-do-
142. Rafael T. Giganto, Sr.	Eugenia R. Giganto	-do-
143. Juanito P. Gines	Mercedes P. Gines	-do-
144. William C. Guatiz	Esmeralda Y. Guatiz	-do-
145. Eduardo P. Guilleran	Merlita S. Guilleran	-do-
146. Jesus T. Hentil, Sr.	Julieta L. Hentil	-do-
147. Ernesto I. Hermo	Virginia U. Hermo	-do-
148. Jimmy G. Hojilla	Ma. Cecelia D. Hojilla	-do-
149. Roberto G. Hojilla	Christina N. Hojilla	-do-
150. Rogelio A. Ilijan	Saturnina D. Ilijan	-do-
151. Bonifacio T. Illadora	Lorna V. Illadora	-do-
152. Artemio S. Ilustrisimo	Lolita S. Ilustrisimo	-do-
153. Zaldy S. Ilustrisimo, Sr.	Josephine L. Ilustrisimo	-do-
154. Fermin M. Insao	Alicia L. Insao	-do-

(Continued on Page _____)

Register of Deeds

MEMORANDUM OF ENCUMBRANCES

(When necessary use this page for the continuation of the technical description)

155. Emelia L. Javellana	Emilio B. JAVellana	-do-
156. Eusebio B. Javellana	Emelda L. Javellana	-do-
157. Henry L. Jimenez	Erlinda B. Jimenez	-do-
158. Jose Hasler L. Jimenez	single	-do-
159. Alberto C. Landao	Lilibeth S. Landao	-do-
160. Alejandro C. Landao	Teresita B. Landao	-do-
161. Emilio V. Landao	Luzviminda S. Landao	-do-
162. Imelda E. Landao	Reynaldo B. Landao	-do-
163. Luzviminda S. Landao	Emilio V. Landao	-do-
164. Reynaldo B. Landao	Imelda E. Landao	-do-
165. Ronaldo B. Landao	Nida G. Landao	-do-
166. Cesar G. Lara	Elpedia S. Lara	-do-
167. Cornerlio Q. Laresma	Norma D. Laresma	-do-
168. Silvestre Q. Laresma	Norma P. Laresma	-do-
169. Luciano S. Largosa, Jr.	Mary Jane T. Largosa	-do-
170. Artemio Y. Larisma	Benita L. Larisma	-do-
171. Fernando B. Larisma	widower	-do-
172. Melecio A. Layogue	Concepcion C. Layogue	-do-
173. Antonio B. Lemoran	Susana L. Lemoran	-do-
174. Jose N. Libodlibod	Mila U. Libodlibod	-do-
175. Marcelo S. Libre	Matilde A. Libre	-do-
176. Paquito L. Linganay	Haide M. Linganay	-do-
177. Juanito S. Lolán	Pacita T. Lolán	-do-
178. Jose D. Lopez	Analyn A. Lopez	-do-
179. Delia T. Lopez	widow	-do-
180. Ernesto T. Luague	Teresita C. Luague	-do-
181. Francisco D. Luague	Luzvisminda V. Luague	-do-
182. Maximo B. Luague	Virginia D. Luague	-do-
183. Rebecca H. Lumanog	Susan T. Lumanog	-do-
184. Vilma G. Maasin	Bienvenido E. Maasin	-do-
185. Carlos P. Macapobre	Candelaria T. Macapobre	-do-
186. Apolonio C. Mag-usara	Erlinda T. Mag-usara	-do-
187. Marilyn Y. Manait	Benedicto C. Manait	-do-
188. Ernesto C. Mangcao	Felicisima D. Mangcao	-do-
189. Cristita E. Manaytay	single	-do-
190. Cipriano C. Manigos	Mila M. Manigos	-do-
191. Exequiel E. Mangubat	Lucrecia S. Mangubat	-do-
192. Larry Q. Maquiling	Maria D. Maquiling	-do-
193. Prudencio D. Mariposa	Lilian D. Mariposa	-do-
194. Rolando P. Marquez	Ma. Cecelia M. Marquez	-do-

(Memorandum of Encumbrances continued on Page _____)

(Technical Description continued on Page _____)

(Continuation of the Memorandum of Encumbrances from Page _____)
(Continuation of the Technical Description from Page _____)

195. Alfredo N. Martinez	Visitacion R. Martinez	-do-
196. Romulo D. Martinez	Aurelia P. Martinez	-do-
197. Teresito A. Martinez	Mailen L. Martinez	-do-
198. Danilo M. Mole	Ma. Mina P. Mole	-do-
199. Joseph B. Montemayor	Annabelle A. Montemayor	-do-
200. Joselito B. Montero	Silveria B. Montero	-do-
201. Pedro R. Montero	Antonieta C. Montero	-do-
202. Vito S. Montero	Eugenia L. Montero	-do-
203. Mario Q. Montes	Anecita B. Montes	-do-
204. Oscar S. Moreño	Marina B. Moreño	-do-
205. Clemente C. Nadera	Medalla G. Nadera	-do-
206. Sonny A. Navilla	Analiza T. Navilla	-do-
207. Tirso A. Navilla	Wennie L. Navilla	-do-
208. Zakdy E. Navilla	Gina R. Navilla	-do-
209. Isidro T. Nawanao	single	-do-
210. Primitivo T. Nawanao	Elvira M. Nawanao	-do-
211. Orlando S. Oyo-a	Maricel T. Oyo-a	-do-
212. Eduardo L. Nengasca	Ma. Fe U. Nengasca	-do-
213. Alfredo T. Neniël	Victoriana D. Neniël	-do-
214. Enrique C. Ninieël	Elma A. Ninieël	-do-
215. Carlos C. Obtina	Alicia D. Obtina	-do-
216. Wilson C. Ordinario	Shiela D. Ordinario	-do-
217. Sheila D. Ordinario	Wilson C. Ordinario	-do-
218. Manuel A. Ombao	Perlita J. Ombao	-do-
219. Rodrigo L. Oren	Rufina S. Oren	-do-
220. Alexander G. Pangpangan	Elma S. Pangpangan	-do-
221. Rodrigo G. Pangpangan	Delia M. Pangpangan	-do-
222. Jordan A. Panton	Ma. Luz V. Panton	-do-
223. Camilo A. Pardiño	Elvira P. Pardiño	-do-
224. Eduardo D. Pasilaban	Virginia L. Pasilaban	-do-
225. Manuel D. Pasilaban	Luzvisminda C. Pasilaban	-do-
226. Rodolfo P. Pasilaban	Lydia A. Pasilaban	-do-
227. Rodolfo L. Pasilan	Thelma D. Pasilan	-do-
228. Dante R. Pasilan	Teresita P. Pasilan	-do-
229. Carlos P. Pasilan	Teresita C. Pasilan	-do-
230. Diossa J. Pasilan	Wilson Y. Pasilan	-do-
231. Geralyn R. Pasilan	Isagani C. Pasilan	-do-
232. Pepito L. Pasilan	Nena M. Pasilan	-do-
233. Luis P. Pasilan	Jocelyn B. Pasilan	-do-
234. Ronito L. Pasilan	Luzvisminda B. Pasilan	-do-
235. Victorino V. Pasilan, Jr.	Jocelyn R. Pasilan	-do-
236. Vicenta P. Pataytay	separated	-do-

(Continued on Page _____)

Register of Deeds

MEMORANDUM OF ENCUMBRANCES

(When necessary use this page for the continuation of the technical description)

237. Romeo B. Patenio	Evelyn S. Patenio	-do-
238. Romeo B. Patria	Nenita R. Patria	-do-
239. Apolinario E. Perocillo	Irenea R. Perocillo	-do-
240. Crisostomo G. Pescante	single	-do-
241. Evelyn G. Pescante	Julito S. Pescante	-do-
242. Julito S. Pescante	Evelyn G. Pescante	-do-
243. Rogelio P. Pitulan	widower	-do-
244. Jacinta S. Poloyapoy	Vicente M. Poloyapoy	-do-
245. Roque T. Poloyapoy	Elisa E. Poloyapoy	-do-
246. Vicente M. Poloyapoy	Jacinta S. Poloyapoy	-do-
247. Conchita P. Poloyapoy	Roberto Y. Poloyapoy	-do-
248. Nenito T. Ponce	Belinda P. Ponce	-do-
249. Reynaldo R. Pradilla	Judy T. Pradilla	-do-
250. Pablo C. Purisima	single	-do-
251. Raymundo E. Purisima	Nenita V. Purisima	-do-
252. Rosemarie R. Quijote	Lemuel L. Quijote	-do-
253. Grima S. Rabacal	Jerecto V. Rabacal	-do-
254. Narciso R. Ramirez	Cynthia A. Ramirez	-do-
255. Rodolfo G. Rebadomia	Mary Ann A. Rebadomia	-do-
256. Rogelio D. Recesio	Cornelia M. Recesio	-do-
257. Antonio D. Recosalem	Melodia P. Recosalem	-do-
258. Melodia P. Recosalem	Antonio D. Recosalem	-do-
259. Felix P. Regidor	Roselyn M. Regidor	-do-
260. Joselito J. Releganio	Jazel T. Releganio	-do-
261. Edgar C. Repetillo	Nancy P. Repetillo	-do-
262. Joselito S. Repetillo	Fedeliza L. Repetillo	-do-
263. Sabeniano C. Repetillo	Cleofe V. Repetillo	-do-
264. Servando V. Revamonte	widower	-do-
265. Gabriel B. Revilla	Gloria P. Revilla	-do-
266. Gloria P. Reveilla	Gabriel B. Revilla	-do-
267. Venancio Q. Ricamata	Eulalia E. Ricamata	-do-
268. Myrope N. Rigor	Louie C. Rigor	-do-
269. Eliseo S. Roja	single	-do-
270. Carlito A. Ruben	Eulalia M. Ruben	-do-
271. Lorna P. Salve	Rolando A. Salve, Sr.	-do-
272. Rolando E. Salve	Lorna P. Salve	-do-
273. Apolonio S. Samonte	Ma. Lolita E. Samonte	-do-
274. Marcelo B. Samulde	Clarita V. Samulde	-do-
275. Antonio S. Sante	Francisco D. Sante	-do-
276. Dioscora A. Santillan	widow	-do-
277. Juanita O. Santillan	Pedro T. Santillan	-do-

(Memorandum of Encumbrances continued on Page _____)
(Technical Description continued on Page _____)

(Continuation of the Memorandum of Encumbrances from Page _____)
(Continuation of the Technical Description from Page _____)

278. Rogelio C. Santillan	Norma B. Santillan	-do-
279. Arsenio C. Sare	Diomedisa C. Sare	-do-
280. Pablo D. Sarraga, Jr.	Herginia A. Sarraga	-do-
281. Amado C. Sarsosa	single	-do-
282. Maura G. Sasis	widow	-do-
283. Alfredo A. Satingasin	widower	-do-
284. Rodrigo B. Sator	Luzviminda M. Sator	-do-
285. Manuel D. Sayson	Irenea M. Sayson	-do-
286. Marcelo R. Serad	Carmelita P. Serad	-do-
287. Jose Nolao B. Seville	Imelda G. Seville	-do-
288. Carlos P. Sevillejo	Rosario S. Sevillejo	-do-
289. Felix P. Sevillejo	Hermiginilda P. Sevillejo	-do-
290. Rosario S. Sevillejo	Carlos P. Sevillejo	-do-
291. Felix T. Sibuyan	Vilma C. Sibuyan	-do-
292. Marie Therese B. Singular	Danilo B. Singular, Jr	-do-
293. Rodrigo T. Sitoy	Julieta B. Sitoy	-do-
294. Diosdado A. Solitario	Corazon T. Solitario	-do-
295. Fernando G. Solitario, Sr.	Verginia G. Solitario	-do-
296. Gilbert C. Solitario	Juditha C. Solitario	-do-
297. Verginia C. Guro	Fernando S. Guro	-do-
298. Demosthenes P. Sta. Rita	widower	-do-
299. Rodrigo E. Sumagaysay	Erena T. Sumagaysay	-do-
300. Narciso A. Sumrana	Julieta G. Sumrana	-do-
301. David D. Surdivillar	Maria L. Surdivillar	-do-
302. Josevino Q. Tabuena	Sheila B. Tabuena	-do-
303. Renante Y. Tadifa	Mary Ann M. Tadifa	-do-
304. Alexander B. Tapio	Emelita U. Umbao	-do-
305. Antonio B. Tapio	Merlinda P. Tapio	-do-
306. Emelita U. Tapio	Alexander V. Tapio	-do-
307. Felix B. Tapio	Florencia B. Tapio	-do-
308. Rodrigo B. Tapio	Virginia D. Tapio	-do-
309. Romeo B. Tapio	Margarita S. Tapio	-do-
310. Felomino A. Tausa	Modesta B. Tausa	-do-
311. Cesario R. Tayo	Marilyn G. Tayo	-do-
312. Miguel M. Tejana	Luisa C. Tejana	-do-
313. Martin B. Tiaño	Imelda M. Tiaño	-do-
314. Prudencio L. Tiaño	Susan P. Tiaño	-do-
315. Virgilio P. Tiaño	Cristita D. Tiaño	-do-
316. Loreto G. Tengal	Felisa S. Tengal	-do-
317. Marcelino E. Tolero	Lydia D. Tolero	-do-
318. Raleigh D. Tonicol	Zerzina R. Tonicol	-do-
319. Fernando R. Toribio	Trinidad R. Toribio	-do-

(Continued on Page _____)

Register of Deeds

MEMORANDUM OF ENCUMBRANCES

(When necessary use this page for the continuation of the technical description)

320. Segundo C. Tormes	Rosemarie D. Tormes	-do-
321. Vicente Roy T. Torres	Suzette D. Torres	-do-
322. Victoriano B. Trasona	Cresilda R. Trasona	-do-
323. Rufino A. Traya, Jr.	Marilyn P. Traya	-do-
324. Rafael P. Traya	Mardy V. Traya	-do-
325. Jose T. Tura	Elsa U. Tura	-do-
326. Avelino N. Ugdiman	Merlyn C. Ugdiman	-do-
327. Isabelo S. Ugdiman	single	-do-
328. Edmundo A. Umba	Magdalena J. Umba	-do-
329. Selvino A. Umba	single	-do-
330. Antonio B. Umbao	Purita C. Umbao	-do-
331. Esmeraldo V. Umbao	Edovejes I. Umbao	-do-
332. Gonzalo A. Umbao	Rosita V. Umabo	-do-
333. Nicolas C. Umbao	Judith B. Umbao	-do-
334. Ricardo G. Umbao	Evacinda S. Umbao	-do-
335. Rotillo B. Umbao	Rosalina C. Umbao	-do-
336. Felix B. Unabia	Maxilinda S. Unabia	-do-
337. Jorge S. Velasco	Susana S. Velasco	-do-
338. Diosdado B. Verana	Susana D. Verana	-do-
339. Jose P. Vijante	Alicia L. Vijante	-do-
340. Romulo P. Vijante	Dolores M. Vijante	-do-
341. Teodorico P. Bejante	Evelyn R. Bejante	-do-
342. Eduardo V. Villadar	Adelina S. Villadar	-do-
343. Felix E. Villadar	Basivilla V. Villadar	-do-
344. Jesus E. Villadar	Lilia A. Villadar	-do-
345. Leonardo L. Villadar	Emeliana C. Villadar	-do-
346. Rodolfo E. Villadar	Salvacion A. Villadar	-do-
347. Romeo R. Villadar	Loreta G. Villadar	-do-
348. Vicente E. Villadar	widower	-do-
349. Victoriano I. Villadar	Mila G. Villadar	-do-
350. Allan T. Villarias	Adela G. Villarias	-do-
351. Mario T. Villarias	Victoria R. Villarias	-do-
352. Diosdado A. Ylan	Flordeliza P. Ylan	-do-
353. Severino A. Ylan, Jr.	Elsa B. Ylan	-do-
354. Romulo N. Yonzon	Anatalia N. Yonzon	-do-
355. Napoleon Victorio V. Zarate	Elnora V. Zarate	-do-
356. Carlos C. Maquiling	Maria D. Maquiling	-do-
	- Nothing Follows -	

(Memorandum of Encumbrances continued on Page _____)
(Technical Description continued on Page _____)

(Continuation of the Memorandum of Encumbrances from Page _____)
(Continuation of the Technical Description from Page _____)

ANNOTATION

The herein parcel of land will be finally surveyed and subdivided for each co-owner and will be subjected for individual issuance of Title/CLOA pursuant to Administrative Order No. 3, Series of 1993.


STEPHEN M. LEONIDAS, CES
Provincial Agrarian Reform Officer II

ANNOTATION

THE PARCEL OF LAND DESCRIBED IN THIS CLOA IS
ENCUMBERED IN FAVOR OF:
LAND BANK OF THE PHILIPPINES
TO SECURE FULL PAYMENT OF ITS VALUE PURSUANT
TO RA 6707 BY THE AGRARIAN REFORM BENEFICIARIES/
FARMER'S COOPERATIVE ASSOCIATION NAMED HEREIN
DATE: JUN 27 2007

STEPHEN M. LEONIDAS, CES
PROVINCIAL AGRARIAN REFORM OFFICER II

(Continued on Page _____)

Register of Deeds

MEMORANDUM OF ENCUMBRANCES CLOA TCT No. 342
(When necessary use this page for the continuation of the technical description)

Entry No. 15634 - Affidavit of Non-Tenancy executed by Rogelio Debulgado that this lot is not tenanted. Document subscribed and sworn to before Notary Public of San Carlos City, Eduardo F. Lagaga, as doc. no. 26, page 49, book no. VIII, series of 1981. Date of instrument - March 19, 1981. Date of inscription - March 20, 1981 at 9:30 a.m.

(SGD) GAUDENCIO M. TABINAS, NPS-IV
Ex-Officio Register of Deeds

Entry No. 47659 - Milling Contract - San Carlos Milling Co. Ltd.
Milling Contract executed by Eliseo Lizarraga Belzunce, as attorney in fact of Julia Belzunce, Isabel Belzunce, Ursina Belzunce, Alicia Belzunce, Arturo Belzunce, Amparo Vda. de Belzunce, Wena Perez, Sabina Vda. de Vicente & Maria Perez in favor of the San Carlos Milling Co., Ltd. for a period of twelve (12) sugar crops, counting ^{from} and including the 1952-1953 crop; subject to all other conditions in the original contract filed in this office and ratified before Notary Public, of Messes Ramon Francisco and Jose Y. Apuhin as doc. nos. 394 & 26, pages 80 & 6 books IX & VI, series of 1954. Date of instrument - Feb. 26, & 17, 1954. Date of inscription - March 18, 1957 at 3:35 p.m.

(SGD) CIRILO ABRASIA
Register of Deeds

The above annotation of encumbrances were carried over from TCT No. T-21071, Republic of the Philippines

Department of Justice
LAND REGISTRATION AUTHORITY
Registry of Deeds
San Carlos City
Negros Occidental

MARILOU T. PESCANTE
Deputy Register of Deeds

Control No. 6CC-2008-411

CERTIFICATION

This is to certify that this is a true copy of TCT No. T-342, Book No. 2, Page No. 142, registered in the name of Gamba Hermanos Farmworkers Multi-purpose Coop. consisting of thirteen (13) pages, the original of which is on file in this Registry.

Issued at San Carlos City, Neg. Occ. on March 13, 2008 upon the written request of Gamba Hermanos, Inc. with address at San Carlos City for whatever legal purposes.

Checked by RHEUBEN M. VINGNO
Adm. Aide III

OLIVIA R. FRANCIA
Records Officer J

MARILOU T. PESCANTE
DEPUTY REGISTER OF DEEDS

Amount P102.00

OFFICER-IN-CHARGE

Paid Under O.R. No. 8015373-2

03/13/08



(Memorandum of Encumbrances continued on Page _____)
(Technical Description continued on Page _____)

SECRETARY'S CERTIFICATE

I, **MARITES V. DELIMA**, of legal age, Filipino citizen, married, with postal address at San Carlos City, Negros Occidental, after having been duly sworn to in accordance with law, deposes and says:

1. That I am the incumbent and duly qualified Secretary of **GAMBOA HERMANOS FARMWORKERS MULTIPURPOSE COOPERATIVE**, a cooperative duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at San Carlos City, Negros Occidental,
2. That as the Secretary of the said Cooperative, I am in custody of all the books, minutes of regular and special meetings, and other documents of the Corporation;
3. That during the special meeting of the Board of Directors of the Cooperative held on _____ at San Carlos City, a quorum was present and upon motion duly made and seconded, the following resolution was approved by all of the directors of the Cooperative:

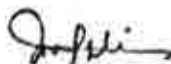
"RESOLVED, AS IT IS HEREBY RESOLVED, to authorize **GAMBOA HERMANOS FARMWORKERS MULTIPURPOSE COOPERATIVE** to enter into a Joint Venture Agreement with the **SAN JULIO REALTY, INC.** for the development of the 405-hectare property known as the **SAN CARLOS ECOZONE**, particularly those covered by the following titles: T-342, T-343, T-344, T-345, T-346, T-347, T-348, T-349, T-350, T-351, T-373 T-374, T-352, T-353, T-371 & T-372.

RESOLVED FURTHER, that the Chief Operating Officer, **MARIANO ANTONIO E. CUI III**, be authorized to determine the terms and conditions of the Agreement.

RESOLVED FURTHERMORE, that the said officer be authorized to sign to execute and deliver such contracts or agreements as may be necessary for the abovementioned purpose."

4. That the above resolution has not been amended, revoked, revised, modified or cancelled by the Board of Directors of the Cooperative.


IN WITNESS WHEREOF, I have hereunto signed this certificate on this _____ at San Carlos City, Negros Occidental, Philippines.



MARITES V. DELIMA
Secretary

SUBSCRIBED AND SWORN TO before me this _____ at San Carlos City, Negros Occidental. Affiant exhibited to me her Competent Evidence of Identity: _____

Doc. No. 41
Page No. 9
Book No. LXXVI
Series of 2009



Notary Public Seal and Signature



Republic of the Philippines
Province of Negros Occidental
City of San Carlos
BARANGAY PUNAO



OFFICE OF THE SANGGUNIANG BARANGAY

EXCERPT FROM THE MINUTES OF SPECIAL SESSION OF THE SANGGUNIANG BARANGAY OF BARANGAY PUNAO, SAN CARLOS CITY, NEGROS OCCIDENTAL HELD AT BARANGAY COMMUNITY CENTER ON OCTOBER 13, 2014 2:00 IN THE AFTERNOON.

Present:	Paquito G. Abadies	Punong Barangay
	Sofronio U. Senador	Barangay Kagawad
	Mario C. Alota	Barangay Kagawad
	Danilo M. Mole	Barangay Kagawad
	Anacleto B. Unabia	Barangay Kagawad
	Leoncio R. Adlawan	Barangay Kagawad
	Ma. Ariel B. Gatungay	Barangay Kagawad
	Eleuterio C. Bardon	Barangay Kagawad

Absent **None**

RESOLUTION No. 14-026

RESOLUTION FAVORABLY ENDORSING TO THE CITY MAYOR'S OFFICE ON THE PROPOSED SOLAR PROJECT BY BRONZEOAK, PHILIPPINES, INC., AND ITS SUBSIDIARY (SAN CARLOS SUN POWER INC.) LOCATED IN BARANGAY PUNAO, SAN CARLOS CITY FOR ENDORSEMENT TO THE LOCAL GOVERNMENT UNIT OF THIS CITY.

WHEREAS, the Barangay Council, in its effort to attract investors to the City, is promoting the proposed Solar Project by Bronzeoak, Philippines, Inc. and its subsidiary (San Carlos Sun Power Inc.), located in Barangay Punao, San Carlos City;

WHEREAS, the Barangay Council recognizes, lauds and supports the proposed development of the Solar project under Bronzeoak, Philippines, Inc. and its subsidiary (San Carlos Sun Power Inc.) to be located in Barangay Punao, this City, for so many reason, foremost of which are the following:

- The Solar project is envisioned to provide employment to local residents in the Barangay with multiplier effects in terms of increased economic activities, employment generation and improvement of the provision of basic services.
- The Solar Project forecasts to produce 70 MW of electricity from solar energy within the territorial area of Barangay Punao, thereby making the city energy sufficient and its constituents economically enhanced.
- The electricity produced shall alleviate the existing power shortage in the Visayas Grid not to mention its benefit of being sourced from renewable fuels.
- The Solar project is also in line with the LGU's thrust for San Carlos becoming the "Green City of the Philippines".
- These, then, shall contribute to the development and greening, not only of the City of San Carlos, but of the whole Province of Negros Occidental, if not the whole Visayan region as well

WHEREAS, the Barangay Council of Punao, further acknowledges, extols and upholds the initiative of San Carlos Sun Power Inc., in the consultation process;

RESOLVED, to declare that the Barangay Council of Punao endorses the proposed Solar project of Bronzeoak, Philippines, Inc. and its subsidiary (San Carlos Sun Power Inc.) to be located in Barangay Punao, to the city of San Carlos.

RESOLVED FURTHER, to furnish a copy of this resolution to the Office of the City Mayor, Bronzeoak Philippines, Inc. and other Offices Concerned for information and favorable consideration.

UNANIMOUSLY ADOPTED: October 13, 2014.

I **HEREBY CERTIFY** of the correctness of the foregoing resolution duly adopted by the Sangguniang Barangay in its special session held at Community Center, Sitio Ibul, Barangay Punao this city on October 13, 2014.


MA. LOUVENN S. ALOTA
BARANGAY SECRETARY

**ATTESTED AND CERTIFIED
TO BE DULY ADOPTED:**

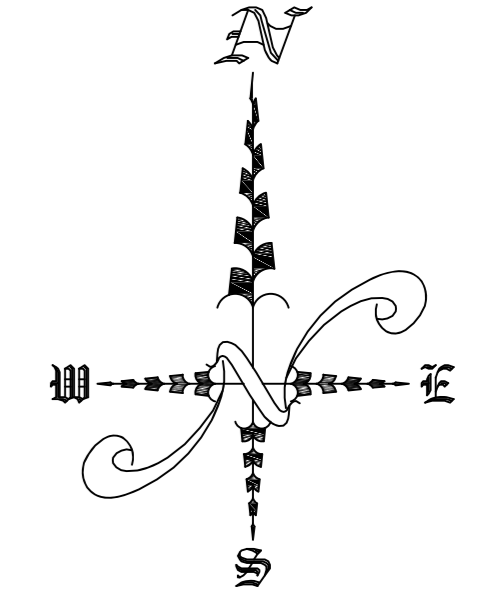

HON. PAQUITO G. ABADIES
PRESIDING OFFICER

APPROVED: October 13, 2014


HON. PAQUITO G. ABADIES
PUNONG BARANGAY

PRELIMINARY DRAWING

50MWp DC SOLAR PROJECT



LEGEND

- PV MODULE (CONERGY PE260P)
- SEWERAGE PIPE LINE
- SEWERAGE OPEN CANAL
- ELECTRICAL POLE
- TELEPHONE LINE / CTV
- TREES
- PUMP HOUSE

NOTE

1. MODULE TYPE: 260Wp, TOTAL QUANTITY 192,322 Nos.
2. TOTAL POWER 50,000kWp.
3. 2x13 MODULE TABLE.
4. 26 MODULE PER STRING.
5. TILT ANGLE 10°, PITCH 7m.
6. TOTAL INVERTER 48 Nos. (SMA SC900CP XT).
7. ALL DIMENSIONS ARE IN METER UNLESS OTHERWISE SPECIFIED.
8. FINAL LAYOUT WILL BE DETERMINED AFTER SITE SURVEY.

A	NOT FOR CONSTRUCTION	12-12-2014
REV	DESCRIPTION	DATE

THIS DRAWING IS PROPERTY OF CONERGY AND MAY NOT BE COPIED (IN WHOLE OR IN PART) USED FOR MANUFACTURING OR DISCLOSED WITHOUT PRIOR CONSENT OF CONERGY SINGAPORE



PROJECT NAME:
SAN CARLOS SUN POWER INC. 50MWp SOLAR PROJECT
UNLESS OTHERWISE SPECIFIED, DIMENSIONS ARE IN m

Builder / Owner:

General contractor:

TITLE
MODULE LAYOUT
50MWp SOLAR PROJECT - PHILIPPINES

DRAWN	HARI	DATE	12-12-2014	SIGN.
CHKD.	ARUL	DATE	12-12-2014	
APPR.	F GRAINGER	DATE	12-12-2014	
PART No.	REFER TO	SHEET 1 OF 1		
DWG No.	CGY-PH-BHL-01	SHT SIZE	A0	SCALE
			1:2000	REV.
				A



REPUBLIC OF THE PHILIPPINES
SECURITIES AND EXCHANGE COMMISSION
SEC Building, EDSA, Greenhills
City of Mandaluyong, Metro Manila

COMPANY REG. NO. CS201414479

COMPANY TIN 008-828-101

CERTIFICATE OF INCORPORATION

KNOW ALL PERSONS BY THESE PRESENTS:

This is to certify that the Articles of Incorporation and By-Laws of

SAN CARLOS SUN POWER INC.

were duly approved by the Commission on this date upon the issuance of this Certificate of Incorporation in accordance with the Corporation Code of the Philippines (Batas Pambansa Blg.68), and copies of said Articles and By-Laws are hereto attached.

This Certificate grants juridical personality to the corporation but does not authorize it to undertake business activities requiring a Secondary License from this Commission such as, but not limited to acting as: broker or dealer in securities, government securities eligible dealer (GSED), investment adviser of an investment company, close-end or open-end investment company, investment house, transfer agent, commodity/financial futures exchange/broker/merchant, financing company, pre-need plan issuer, general agent in pre-need plans and time shares/club shares/membership certificates issuers or selling agents thereof. Neither does this Certificate constitute as permit to undertake activities for which other government agencies require a license or permit.

As a registered corporation, it shall submit annually to this Commission the reports indicated at the back of this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of this Commission to be affixed at Mandaluyong City, Metro Manila, Philippines, this 25th day of July, Twenty Fourteen.




FERDINAND B. SALES
Director

Company Registration and Monitoring Department

INITIAL ENVIRONMENTAL REPORT



FOR THE PROPOSED SAN CARLOS SUN POWER



ADDENDUM



PREPARED FOR
SAN CARLOS
SUN POWER INC.

PREPARED BY



JANUARY 2015

Topaz Solar Farm Reflection Study

Prepared by OptiSolar Inc.

February 24, 2009

Contents

1.	Introduction	3
2.	Reflection Calculator Description	3
3.	Application of Reflection Program to Proposed Topaz Solar Farm	5
4.	Reflection Cases	6
5.	Combined Reflection From All Observers	9
6.	Conclusions	10

1. Introduction

OptiSolar has prepared this study to assess the impact of specular solar reflections from the photovoltaic panels onto nearby locations surrounding the Topaz Solar Farm. Specular reflections are mirror-like reflections from smooth surfaces, and occur from common objects such as office building windows, water surfaces and car bodies. Due to their relative brightness, specular reflections of interest in this study are the ones where a person can see an image of the Sun reflected from a solar panel. This will only occur under limited conditions. To see a reflected image of the Sun from a panel requires a particular alignment of a person, a panel, and the Sun, and a cloud-free sky near the Sun.

At many locations surrounding the solar farm it isn't possible to see a specular reflection of the Sun from the solar panels. For example, locations directly north and south of the farm and near ground level typically don't have solar specular reflections. To assess the impact of reflections, this study takes the following approach.

1. Identify key locations (observation points) where solar specular reflections can occur and could be considered problematic (such as nearby buildings or roads);
2. Identify the various solar array blocks that can be seen from an observation point and therefore potentially reflect an image of the Sun;
3. Use a computer model (described below) to track the path of the Sun and determine if there are days of the year and times of the day when a solar specular reflection may be seen from a sensitive location.

2. Reflection Calculator Description

The reflection calculator program is designed to calculate the solar reflections seen by an observer from a regular block of solar panels. The program is written using Matlab¹. Inputs to the program are the location of the solar farm on the earth in latitude and longitude, and the size, spacing and tilt of the solar panels. The program automatically fills in an area defined by the user with solar panels. The position of the observer and the desired calculation times (day, hour, min, sec) are further inputs to the program (Figure 1).

At any given time (day, hour, min, sec), the program calculates the position of the Sun using accepted solar position equations including atmospheric refraction². The program finds the incident solar ray unit vector in Cartesian coordinates, and reflects that unit vector from a panel. The reflection vector (\hat{R}) is found by calculating the dot product of the incident solar radiation (\hat{S}) with the panel normal (\hat{N}), and subtracting twice this value from the incident solar radiation in the direction of the panel normal. The equations and definitions are given below.

$$\hat{R} = \hat{S} - 2(\hat{S} \cdot \hat{N}) \cdot \hat{N}$$

Definitions:

\hat{R} = calculated reflection unit vector

\hat{S} = incident solar ray unit vector

¹ Matlab (version R2008a) is a computer programming language designed for solving scientific and technical problems.

² For example see Reda I, Andreas A., 2008. Solar Position Algorithm for Solar Radiation Applications, National Renewable Energy Laboratory, Golden CO.

\hat{N} = panel normal unit vector

The reflected radiation unit vector is then traced from the observer position back to the panels, and if that reflected ray intercepts the surface of a panel then the observer sees the Sun. As the Sun moves throughout the day, the reflected vector angle changes and the observer sees the Sun “move” on the solar panels. In this manner the calculator tracks the position of the reflections, and the program saves the time and location of the reflection (Figure 2).

The program assumes the Sun is a narrow beam of light, also known as a collimated point source. In order to account for the angular aspect of the Sun and circumsolar disk which depends on atmospheric conditions, the user can assume 3-5 minutes of additional reflection time as the Sun moves on and off the panels. The program does not account for local time change due to daylight savings time.

Latitude	42.2714
Longitude	-82.4308
Timezone	-5
Rowspacing	[1 2]
PanelDim	[3 2]
Polypoints	[0 47;63 47;63 0;0 0]
Tilt	30
Aspect	0
Observer	[-439.1268 -211.8683 8.0751]
Day	155:1:190'
Hour	5:.002:10'

Figure 1. Sample input to the reflection calculator.

Reflection Day and Time		Reflection Location on Panels (m)		
Day Number	Time	X	Y	Z
155	7:01:48	39.32	0.55	0.32
158	7:03:00	30.61	0.19	0.11
160	7:03:36	27.15	0.48	0.28
162	7:04:12	24.11	0.68	0.39
164	7:04:48	21.45	0.78	0.45
166	7:05:24	19.14	0.76	0.44
168	7:06:00	17.14	0.62	0.36
170	7:06:36	15.44	0.36	0.21
171	7:06:36	17.12	1.09	0.63
173	7:07:12	15.77	0.62	0.36

Figure 2. Sample output of calculated data is saved in an Excel format spreadsheet (sample shown above).

3. Application of Reflection Program to Proposed Topaz Solar Farm

The plan shown in Figure 3 illustrates the proposed location of solar panel placement on the Topaz Solar Farm site. The five observation points analyzed for reflections are shown in the figure. For all the observation points, the height of the observer's eyes above the ground is taken as five feet. This is about the elevation of a driver's eyes in a typical car. If there is a reflection, it may be seen for the same duration of time throughout a range of heights a few feet above and below five feet, accounting for various sizes of cars. For each observation point the reflection simulation program determines if specular reflections of the Sun can be seen from any of the solar panels.

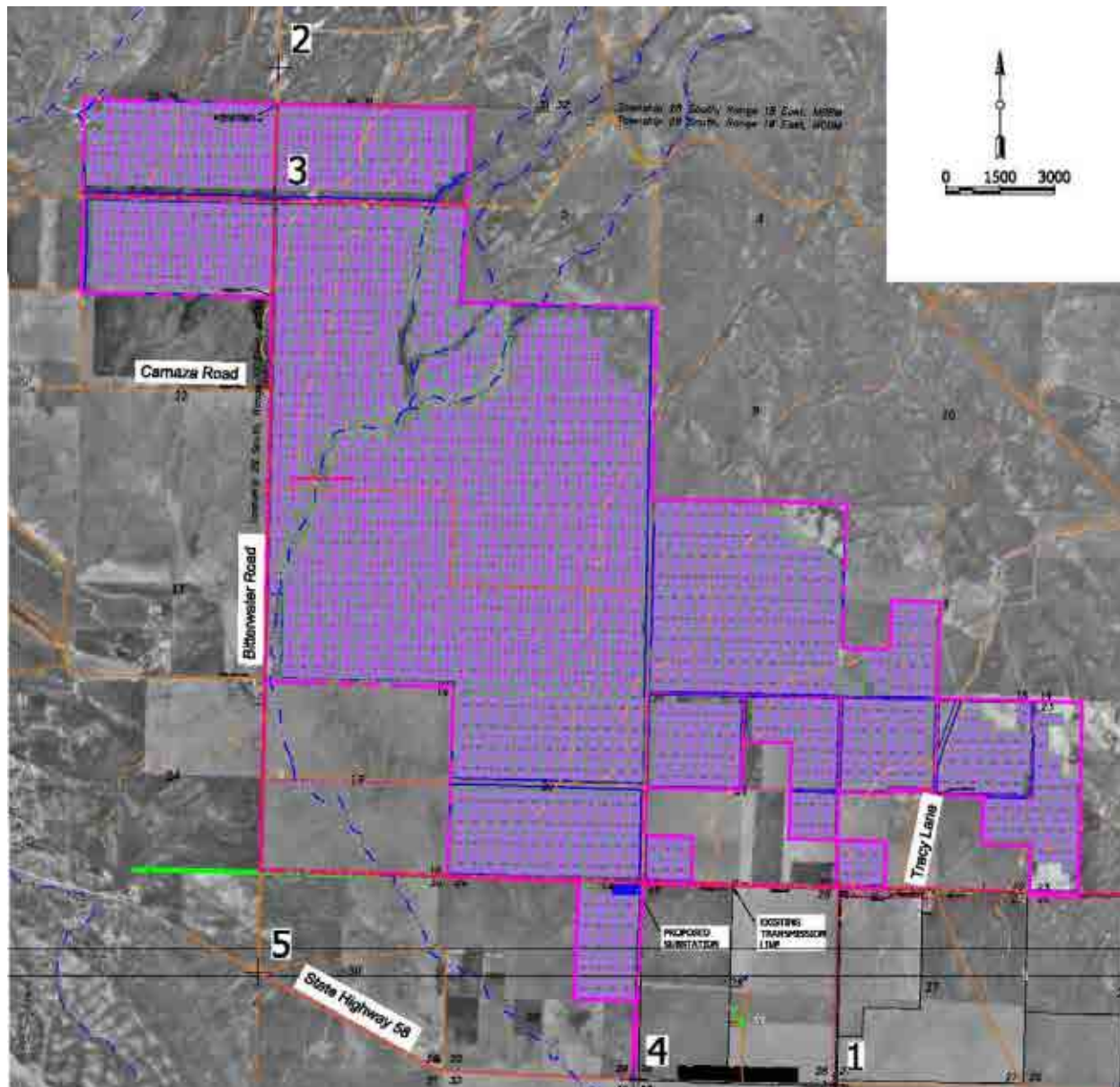


Figure 3. Topaz solar farm layout and observation points. Solar panels face south and are tilted at about 15° from the horizontal. The five observation points considered in this study are labeled one through five.

4. Reflection Cases

If solar specular reflections occur at an observation point near the ground, they are found in the morning and evening when the Sun is lower in the sky. The observer must generally be located to the southwest of an array block to see a solar specular reflection in the morning, and to the southeast to see a solar specular reflection in the evening.

Referring to Figure 3, no reflections were found at observation points 1, 2, 4 and 5. The reason for this is their relatively large distance from the solar farm.

Reflections were found for observer 3 on Bitterwater Rd. Figures 4 and 5 show the days of the year, times of day and durations of reflections found for observation point 3. From observation point 3, one would see reflections while looking east in the morning. These reflections would last for no more than about 15 minutes and occur between about 5:50 AM and 6:15 AM from March 22 through September 21 (Figure 4). In the evening while looking west, one would see reflections for no more than 20 minutes between about 5:35 PM and 6:15 PM from March 22 through September 21 (Figure 5).

An observer on Bitterwater Rd would typically be traveling in a vehicle at the speed limit of 55 mph. Solar panels border the eastern side of the road for about three miles and line the western side for about one mile (Figure 3). It would take the vehicle about three minutes to pass the solar panels directly to the east and one minute to pass by the panels directly to the west. During the vehicle's travel time of a few minutes through the solar farm, the Sun's position in the sky doesn't change much. Therefore, if an observer at position 3 traveling at the speed limit sees a reflection, either from the east or west, the reflection will move with the observer until the panels lining the road end. The reflection seen by the observer moves from panel to panel along with the moving observer. Likewise, if upon entering the solar farm an observer traveling the speed limit does not see a reflection from the panels lining Bitterwater Rd, then that observer will not see a reflection during the entire few minute transit time through the solar farm.

In summary, an observer traveling on Bitterwater Rd at the speed limit and within the solar farm, could see a reflection from the east for about three minutes between the times of 5:50 AM and 6:15 AM, or for about one minute from the west between the times of 5:35 PM and 6:15 PM. The range in time of day depends on the day of the year the observer is there. For example, referring to Figure 4, to see a 3-minute long reflection on the morning of March 22 (day number 81), the observer would have to be traveling between about 6:07 AM and 6:16 AM. For the traveling observer to see a 1-minute long reflection on the evening of March 22, the observer would have to be on the road and within the solar farm between about 5:50 PM and 6:06 PM (Figure 5). A reflection is not visible on all days of the year. Between days 1 to 80 and 265 to 365 the observer will not see a reflection.

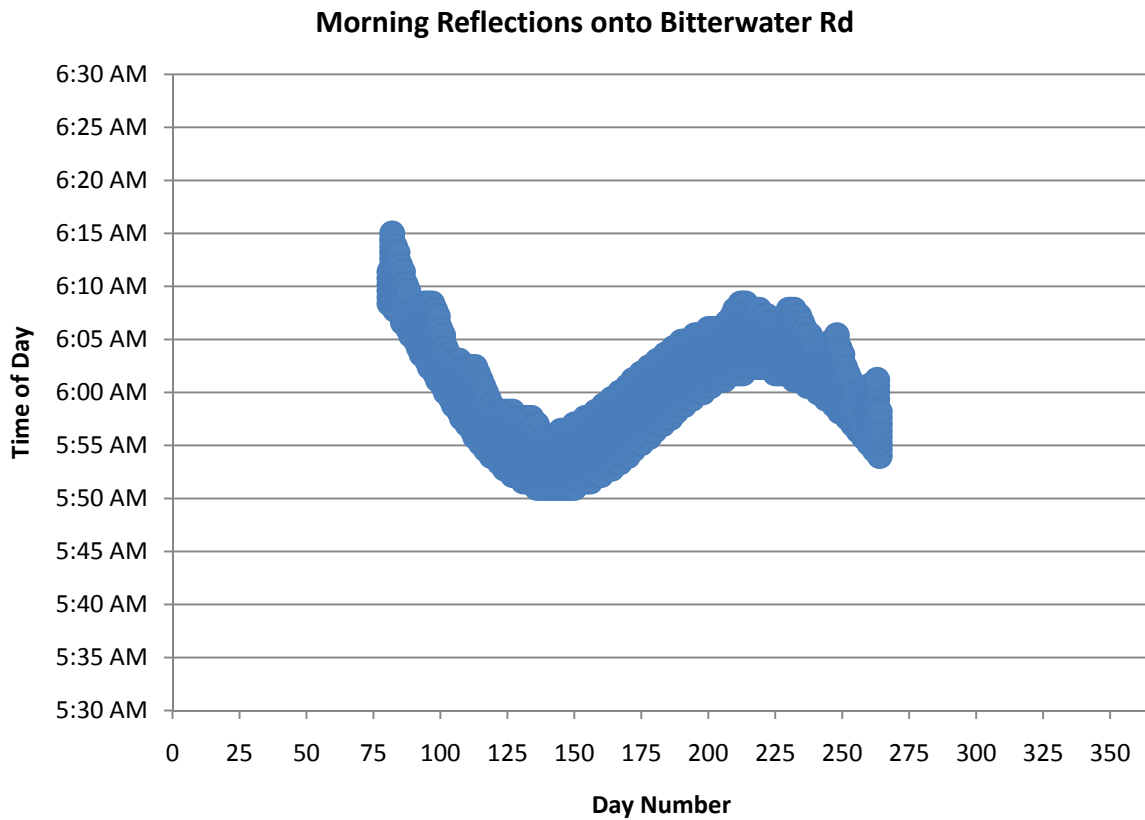


Figure 4. This graph shows the time and day of morning reflections seen by observer 3 on Bitterwater Rd. The time of day the observer sees a reflection depends on the day of the year. The width (vertical thickness) of the band indicates the duration of a reflection on any given day. The graph shows the widest part of the band is about 10 minutes. Adding 5 minutes to account for the circumsolar disk (the intensely bright area of the sky surrounding the sun’s disk), the maximum length of time the observer sees a reflection is for about 15 minutes. Reflections are only seen between day numbers 81 (March 22) and 264 (September 21).

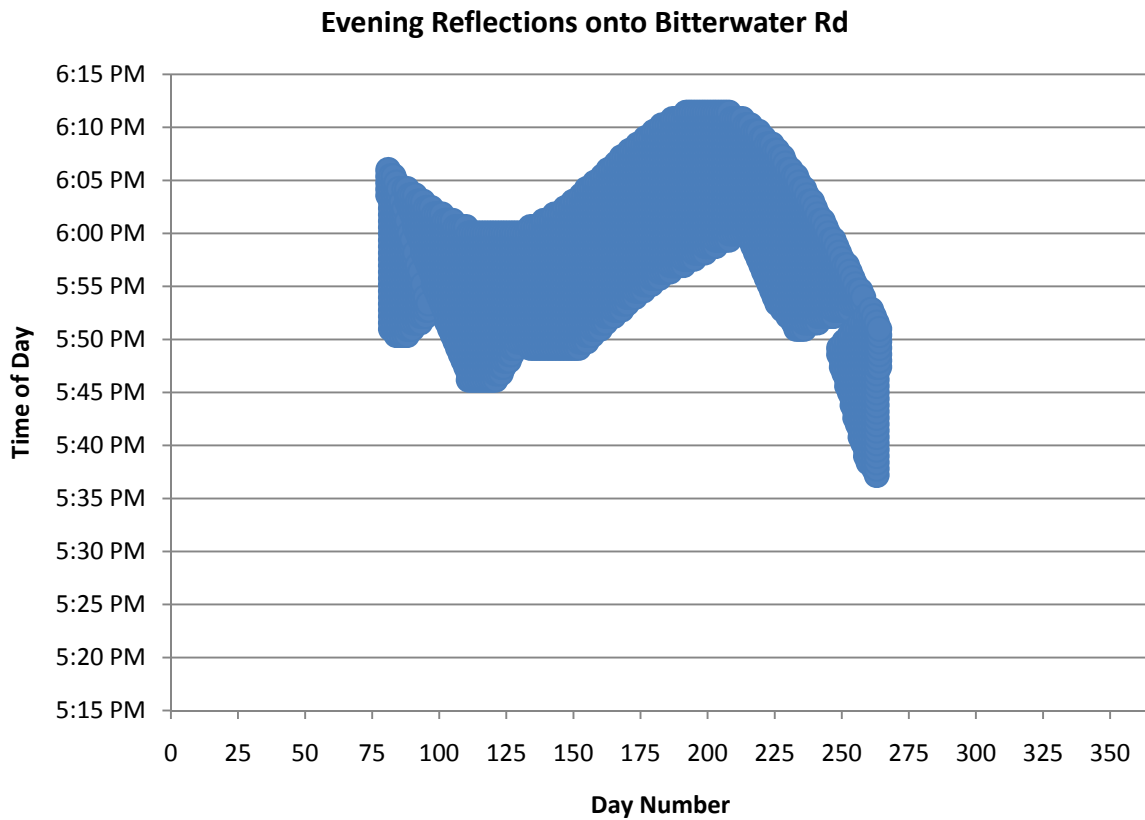


Figure 5. This graph shows the time and day of evening reflections seen by observer 3 on Bitterwater Rd. The width (vertical thickness) of the band indicates the duration of a reflection on any given day. The graph shows the widest part of the band is about 15 minutes. Adding 5 minutes to account for the circumsolar disk (the intensely bright area of the sky surrounding the sun's disk), the maximum length of time the observer sees a reflection is for about 20 minutes. Reflections are only seen between day numbers 81 (March 22) and 264 (September 21).

5. Combined Reflection From All Observers

Figure 6 shows the total length of time by day number that reflections are seen at observation point 3 on Bitterwater Rd. Reflections occur only when the Sun is close to the horizon, in the early morning and in the evening, and there is no more than about 35 minutes of total reflection time at a location on a particular day. For a significant number of days there are reflections.

Naturally, potential reflections on motor vehicle operators are of particular concern. At times when reflections are possible, reflections seen by drivers on Bitterwater Rd traveling at the speed limit would be shorter in duration than is indicated in Figure 6. The traveler would pass through the solar farm in a few minutes at which point the reflections would no longer be visible. Since these reflections would originate from approximately the same compass direction as the sun, they would not be “surprising” to drivers (i.e., coming from an unexpected direction).

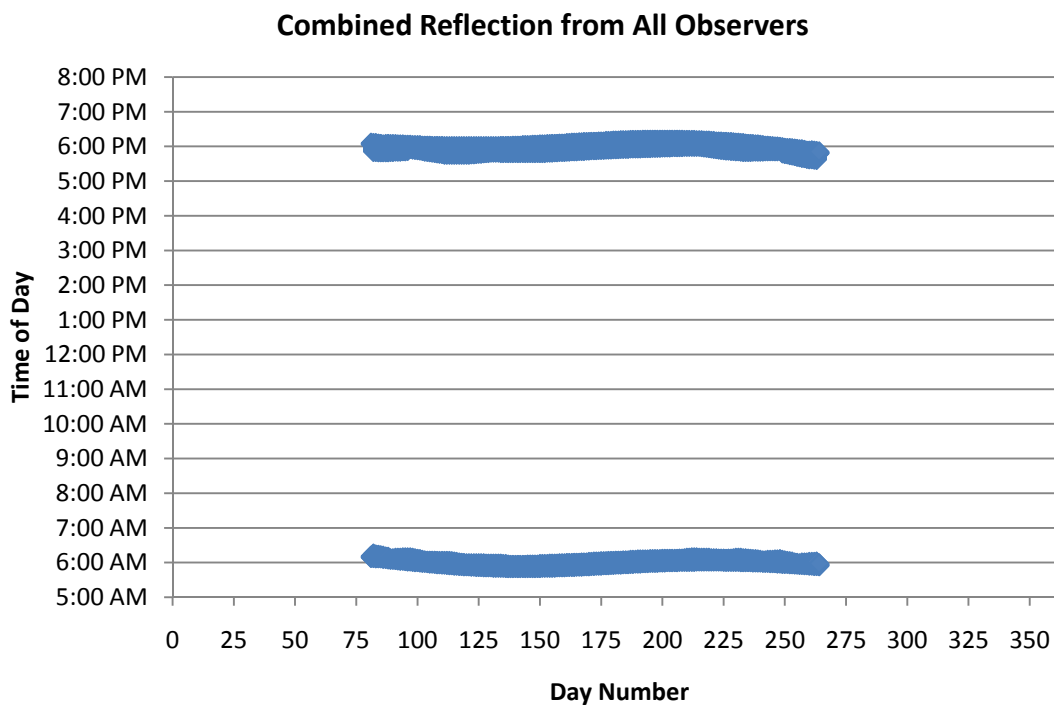


Figure 6. This figure shows the combined reflection times shown in Figures 4 and 5.

6. Conclusions

The reflections that occur are seen for minimal amounts of time in the early morning or evening. For vehicles on Bitterwater Rd, the reflections are not directly in the line of sight of drivers. The peripheral vision reflections present much less of a distraction to the safe operation of vehicles and can be considered to be comparable to driving past a lake or a building with reflective glass.

1 Introduction

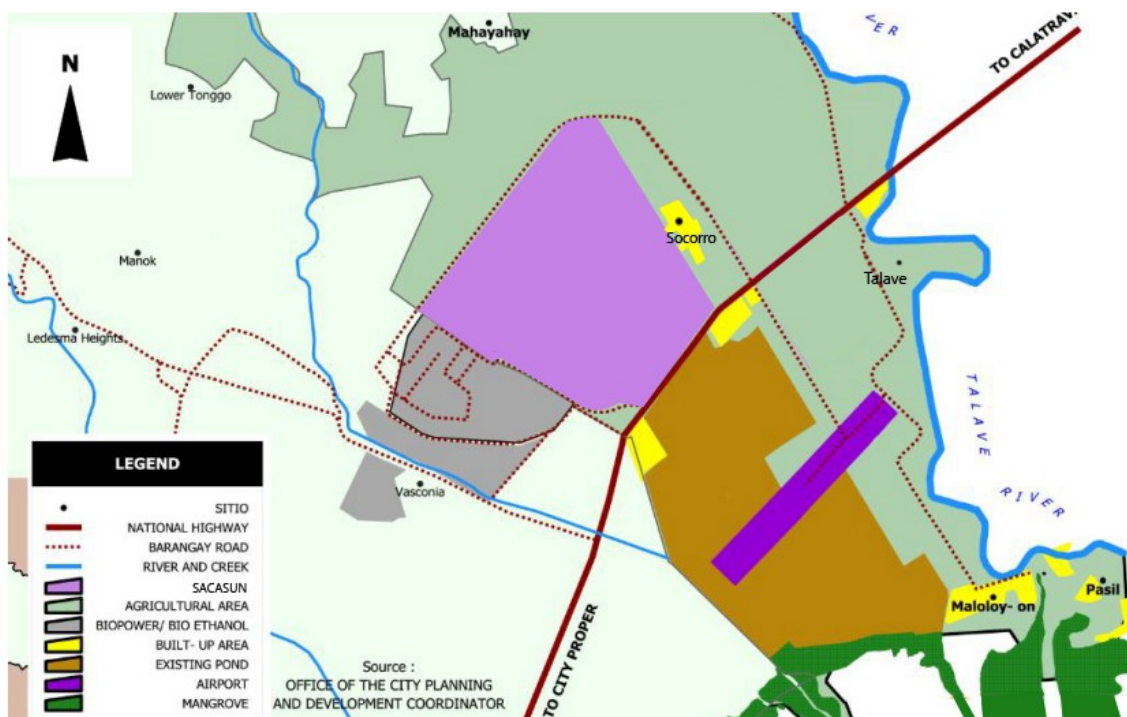
In the following sections, are additional information given to provide more information about the project details and its impact and clarify some of the issues.

2 Reflection from the Solar Panels

A research was done to assess and determine the possibility of specular solar reflections from the photovoltaic panels onto nearby locations surrounding the San Carlos Sun Power Solar Plant and its impact to the proposed landing strip within the 1 km radius.

Specular reflections are mirror-like reflections from the smooth surfaces, and occur from common objects such as office building windows, water surfaces, and car bodies. Due to their relative brightness, specular reflection is one of the concerns that must be addressed. Of particular interest is when the reflection is directly hitting a person or community or an approaching aircraft on the landing strip, can see the image of the sun reflected from a solar panel. See vicinity map for reference.

According to a separate study/report conducted by OptiSolar Inc., this solar reflection occurs under limited conditions. In order to see a reflected image of the sun from a panel, it will require a particular alignment of a person or aircraft, a panel, and the sun, and a cloud free sky near the sun. Hence, this will only happen when the aircraft is approaching from east or west. In the case of the airstrip, in San Carlos City, the alignment is of the north-south direction. Moreover, the community is also located on the north and south (along the coastal lines), thus, the possibility of reflection is not a concern. Below is the map showing the location of the airstrip and the solar farm.



3 Location Support Facilities

Support facilities comprise of the admin office, MV room, pumphouse, and battery room. The map below will be finalized later on when the Engineering Procurement Company (EPC) will finalize the project design. Any changes on the layout is expected not to contribute any impact to the neighboring areas as it is located within the premises of the indicated project site and will not cross other private properties.



4 Displacement of Workers on Sugar Plantation

Among the concerns are the program for the upcoming displacement of the sugar plantation farmers.

As mentioned in the IEER, there are no residents or tenants who will be displaced. The proponent simply hired these workers on a day-to-day basis to make the land productive when the project has not yet been realized. By contract, workers are assigned to various locations where their services are needed for a particular period or planting season. They are moved from one portion of the land to another. Hence, the conversion of the 75 hectare property to a solar power plant will not necessarily displace any workers. Workers will be assigned to another location unless they do not want to go anywhere else to work. Since SACASUN would be operating in the area, and may need labor force, few job openings maybe extended to qualified skilled locals.



Department of Environment and Natural Resources
Environmental Management Bureau
Regional Office No. IV - CALABARZON

ECC Reference Code: ECC-R4A-1505-0371

JUN 29 2015

MR. JUAN FELIPE A. ALFONSO
Chief Operating Officer
ASEAGAS CORPORATION
9F NAC Tower 32nd Street
Bonifacio Global City
Taguig City, Metro Manila 1634

SUBJECT: ENVIRONMENTAL COMPLIANCE CERTIFICATE

Dear **Mr. Alfonso:**

This has reference to your **Environmental Compliance Certificate (ECC)** application for your **8.8MW Biogas Power and Liquefied Carbon Dioxide Production Project** located at **Barangay Malaruhatan, Lian, Batangas**. Please be informed that after evaluation of the documents submitted on the aforesaid project, this Office has decided to grant your application for ECC which is hereto attached.

In issuing this **CERTIFICATE**, it should be understood that the same is a **PLANNING TOOL** and **NOT A PERMIT**. It is expected that you will diligently secure pertinent **PERMITS/CLEARANCES** from all concerned government agencies pertaining to the implementation of your project. With the issuance of this ECC, you are expected to strictly implement the measures presented in the Environmental Impact Statement (EIS) Report intended to protect and mitigate the project's adverse impacts on community health, welfare and the environment. Environmental considerations should be incorporated in all phases and aspects of your project.

The DENR/EMB will be monitoring the project periodically to ensure your compliance with stipulations cited in the attached ECC. Finally, any expansion or modification of currently approved plans will be subjected to new Environmental Impact Assessment (EIA) requirements.

For your information and guidance.

Very truly yours,


ENGR. CARLOS J. MAGNO

Regional Director

6th Floor DENR by the Bay Bldg., 1515 Roxas Blvd., Ermita, Manila
RD's Office 536-2808; 536-3095; Telefax No. 536-9784; Admin/Finance Division Telefax No. 404-1610
PC Division 525-0348; 404-1610; EIA Division Telefax No. 522-8177
E-mail Address: emb_r4a@denr.gov.ph



Department of Environment and Natural Resources
Environmental Management Bureau
Regional Office No. IV - CALABARZON

ENVIRONMENTAL COMPLIANCE CERTIFICATE

(Issued under Presidential Decree 1586)

ECC-R4A-1505-0371

THIS IS TO CERTIFY THAT THE PROPONENT, **ASEAGAS CORPORATION** is granted this Environmental Compliance Certificate (ECC) for their **8.8MW BIOGAS POWER AND LIQUEFIED CARBON DIOXIDE PRODUCTION PROJECT** located at the **Barangay Malaruhatan, Lian, Batangas** by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau (EMB), CALABARZON Region.

SUBJECT ONLY to the conditions and restrictions set out herein, this Certificate supersedes ECC-4A-1309-0603 dated October 01, 2013.

PROJECT DESCRIPTION

The 8.8MW Biogas Power and Liquefied Carbon Dioxide Production Project shall have a total power generating capacity not to exceed Eight and 8/10 (8.8) megawatts and a maximum annual production capacity not to exceed Ten Thousand Eight Hundred Ninety (10,890) metric tons of liquid carbon dioxide, and One Hundred Twelve Thousand Two Hundred (112,200) metric tons of organic fertilizer (with 3% moisture). It shall have the following components: anaerobic digesters, gas engines with generators, gas upgrading and separation, carbon dioxide liquefier, waste treatment facility, flare system, substation facility, Sixty Nine (69) KV transmission line, medium and low voltage facility, step down transformers, standby generator set, instrument air system, fire protection system, warehouse, office, central room/SCADA, laboratory, sedimentation pond, wastewater treatment facility, and other related support facilities/amenities.

The project shall cover a gross floor area of Twenty Two Thousand Nine Hundred Ten (22,910) square meters within a total land area of One Hundred Thirty Six Thousand Six Hundred Eighty Four (136,684) square meters parcels of land embraced by TCT Nos. T-44732, T-53036, T-53037, T-120491, T-14659, and T-055-2013001633 located at Barangay Malaruhatan, Lian, Batangas.

This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 2003-30. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this Certificate.

ECC-R4A-1505-0371
8.8MW Biogas Power and Liquefied Carbon Dioxide Production Project
Aseagas Corporation

6th Floor DENR by the Bay Bldg., 1515 Roxas Blvd., Ermita, Manila
Rd's Office 536-2808; 536-3095; Telefax No. 536-9784; Admin/Finance Division Telefax No. 404-1610
PC Division 525-0348; 404-1610; EIA Division Telefax No. 522-8177
E-mail Address: emb_r4a@denr.gov.ph

This is to certify, further, that in issuing this **CERTIFICATE**, it should be understood that the same is a **PLANNING TOOL** and **NOT A PERMIT**. It is expected that the proponent will diligently secure pertinent **PERMITS/CLEARANCES** from all concerned government agencies (i.e. DOE, LGUs, DA, DTI, NWRB, HLURB, DOH, DOLE, DAR, NIA, DOST, DPWH, DOTC, PDEA, FDA, MGB, PMRB, etc.) prior to the implementation of the proposed project. Furthermore, the DENR/EMB will be monitoring the project periodically to ensure compliance with the stipulations cited in the attached conditions and restrictions which are made as integral part of this ECC.

Issued at EMB CALABARZON Region this JUN 29 2015.

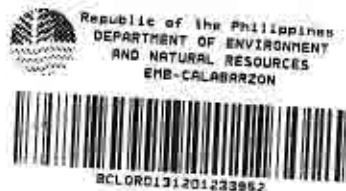
Recommending Approval:


Approved by:


NOEMI A. PARANADA

Chief, Environmental Impact
Assessment and Management Division &
Chief, Administrative and Finance Division
In Concurrent Capacity


ENGR. CARLOS J. MAGNO
Regional Director




ECC R4A-1505-0371

S.S.W Biogas Power and Liquefied Carbon Dioxide Production Project
Biogas Corporation

SWORN STATEMENT OF PROPONENT/OWNER

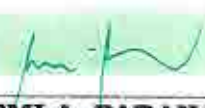
Under the provisions of Presidential Decree 1586, I, JUAN FELIPE A. ALFONSO, do hereby certify that the information provided to the Department of Environment and Natural Resources (DENR) - Environmental Management Bureau (EMB), CALABARZON Region pertaining to the 8.8MW Biogas Power and Liquefied Carbon Dioxide Production Project located at Barangay Malaruhatan, Lian, Batangas are true and correct to the best of my personal knowledge and based on the records in my possession and I shall take full responsibility in complying with all conditions and restrictions contained in this Environmental Compliance Certificate (ECC).



JUAN FELIPE A. ALFONSO
Chief Operating Officer
ASEAGAS CORPORATION

TIN: 132-302-188-000

Attested by:



NOEMI A. PARANADA
Chief, Environmental Impact
Assessment and Management Division &
Chief, Administrative and Finance Division
In Concurrent Capacity

SUBSCRIBED AND SWORN TO before me this JUL 06 2015 at TAGAYURAN CITY, the above-named affiant taking oath with any Government issued - ID No. EC-1440976 issued on 8/10/2014 at 172A WIZ EAST, CMC# 024121494 1/13/15 Wakak City



NOTARIZING OFFICER

No. of Commission: 132
Date: December 11 2013
NAC: 32nd Div. Batangas (Wakak City)
No. 0-235113 Tagayuran January 7, 2015
P.O. Box 103004 Tagayuran, Batangas



Doc. No. 143
Page No. 30
Book No. I
Series of 0015

ECC-MA-1505-0371
8.8MW Biogas Power and Liquefied Carbon Dioxide Production Project
Aseagas Corporation

I. CONDITIONS

ENVIRONMENTAL MANAGEMENT

The proponent shall strictly implement the following mitigating, enhancement, and rehabilitating measures:

1. That re-greening, landscaping and planting of native tree species shall be established within and along the periphery of the project site to help attenuate noise levels, abate heat and absorb some pollutant emissions.
2. That the proponent shall strictly manage all external, chemical, process and health hazards identified in the Environmental Impact Statement (EIS) Report and, in case of emergency episodes, appropriate response activities shall be immediately undertaken for the protection of the workers/personnel, host community and the receiving environment.
3. That effective and adequate drainage system and wastewater treatment facility for all its effluents shall be provided. All liquid wastes shall be properly treated and shall not exceed the DENR Effluent Standards. Appropriate plans and specifications for its wastewater treatment facility shall be submitted one (1) month after receipt of the ECC and shall have an implementation period of six (6) months.
4. That preservation and easement retention of natural drainage/waterways shall be undertaken and shall conform with the provisions of the DENR Administrative Order No. 97-05 (Procedures in the Retention of Areas within certain distances along the Banks of Rivers, Streams, and Shores of Seas, Lakes and Oceans for Environmental Protection). If disturbed, an appropriate replacement drainage system shall be constructed within two (2) months from the disturbance.
5. That proper Air Pollution Source and Control Installations (APSCI) shall be provided by the proponent to avert pollutant emission.
6. That the proponent shall properly implement the following:
 - 6.1 Effective Information, Education and Communication (IEC) Plan shall be implemented in all project phases including communication of environmental risks of the project implementation.
 - 6.2 Beneficial Social Development Program (SDP) among the employees/workers, host barangay and affected communities which shall cover livelihood training and employment, including assistance in the setting-up of social welfare programs for health and education that will ensure the participation of youth and women.
 - 6.3 Appropriate wastes management scheme as provided in the Environmental Management Plan (EMP) shall be continuously implemented.
 - 6.4 Portalets/temporary sanitation facilities shall be provided before the start and during the construction works.
7. That in support of the concern of the government to phase-out mercury from all possible sources and to address global warming, the proponent shall install environment-friendly lighting fixtures (i.e. light-emitting diode lamps, compact fluorescent lamps, etc.).

ECC R4A-1505-0371

B.8 MW Biogas Power and Liquefied Carbon Dioxide Production Project

Asagas Corporation

GENERAL CONDITIONS

Further administrative conditions for the grant of this Certificate shall be strictly complied:

8. That the proponent shall religiously comply with the applicable provisions of P.D. 1586 (Philippine Environmental Impact Statement System), R.A. 9003 (Ecological and Solid Waste Management Act of 2000), R.A. 6969 (Toxic Substances and Hazardous and Nuclear Waste Control Act of 1990), R.A. 8749 (Philippine Clean Air Act of 1999), and R.A. 9275 (Philippine Clean Water Act of 2004).
9. That the proponent shall set-up a competent Environmental Unit and shall be duly accredited by this Office in accordance with DAO No. 2014-02, series of 2014 (Revised Guidelines for Pollution Control Officer Accreditation). The Environmental Unit shall be integrated in the proponent's organizational chart to handle all environment related aspects of the project implementation in addition to the monitoring requirements as specified in the Environmental Management Plan (EMP)/Environmental Monitoring Plan (EMoP) and other environmental commitments such as but not limited to the following:
 - 9.1 Monitor actual project impacts vis-à-vis the predicted impacts and management measures in the EIS Report.
 - 9.2 Regular submission of a semi-annual ECC Compliance Monitoring Report (on or before January 15 and July 15 of each year the project is operational) provided with supporting documents and in accordance with the prescribed format stipulated in the Implementing Rules and Regulations of P.D. 1586 (DAO No. 2003-30).
 - 9.3 Ensure that all post-assessment permits/clearances from other concerned government agencies are secured and in place.
 - 9.4 Submit a quarterly environmental monitoring report using the prescribed format of the Self-Monitoring Report (SMR) pursuant to DAO No. 2003-27.
 - 9.5 Submit an Abandonment Plan two (2) months prior to the abandonment activities. It shall include rehabilitation measures/clean-up, costs, remediation of areas possibly contaminated with toxic/hazardous substances and presentation of options on proposed alternative projects in the area.
10. That the proponent shall set up the following:
 - 10.1 A Multi-partite Monitoring Team (MMT) composed of authorized representative from the proponent, DENR-EMB CALABARZON Region, local environmental Non-Government Organization (NGO), Local Government Units concerned and other government agencies concerned, shall be organized through a Memorandum of Agreement (MOA). The MMT should primarily oversee the compliance of the proponent with the Environmental Management Plan (EMP)/Environmental Monitoring Plan (EMoP) and the ECC conditions.
 - 10.2 An Environmental Guarantee Fund (EGF) for the purpose of rehabilitation and restoration activities of affected areas, compensation of damages and assistance to affected parties.
 - 10.3 A replenishable Environmental Monitoring Fund(EMF) to cover all costs attendant to the operation/monitoring activities of the MMT such as, but not limited to the following: meetings, transportation, board & lodging, equipment rental, data documentation, trainings & seminars, sampling & laboratory analysis, hiring of technical experts, supplies and materials, preparation of monitoring reports & distribution, public information campaign/dissemination, communication, honoraria for services rendered, etc.

ECC F4A-1505-0371

B. SMW Biogas Power and Liquefied Carbon Dioxide Production Project

Acogas Corporation

11. That in compliance to Kyoto Protocol Agreement and R.A. 9367 (Bio-Fuels Act of 2006) to deal with the reduction program on activities potential to contribute greenhouse gases or global warming, the proponent shall establish a carbon sink program or apply/use alternative fuels (i.e. bio-fuel liquefied petroleum gas, etc.).
12. That monitoring wells shall be installed and maintained within the project site and identified impact areas, which shall include the following:
 - A semi-annual groundwater quality sampling shall be conducted and the results of the same shall be submitted to this Office.
 - Cisterns/Holding tanks shall be installed to minimize the extraction of groundwater for domestic purposes.
13. That health and sanitation practices shall be observed in all phases of the project implementation and personal protection equipment/devices shall always be provided to the personnel within the premises of the project site to prevent health & occupational hazards.
14. That when the implementation of the project causes adverse environmental impacts and/or pose nuisance to public health and safety, the proponent shall immediately suspend its project operation until such time that appropriate remedial measures are effected and/or any damage to persons and/or properties resulting from the same are properly compensated.
15. That any authorized DENR-EMB personnel, with proper identification card and travel/mission order, shall be allowed unconditional access to conduct an on-the-spot inspection and monitoring to oversee compliance to the ECC without the need for prior notice to the proponent.
16. That a billboard containing this message: **“Notice to the Public, This 8.8 MW BIOGAS POWER AND LIQUEFIED CARBON DIOXIDE PRODUCTION PROJECT OF ASEAGAS CORPORATION has been issued an Environmental Compliance Certificate (ECC-R4A-1505-0371) by the Department of Environment and Natural Resources-Environmental Management Bureau CALABARZON Region on _____.”** shall be installed at all entry and exit points and at all perimeters of the project facing the road to inform the general public within thirty (30) days from receipt of the ECC.
17. That a copy of the ECC shall be posted in a conspicuous location of the project site clearly visible to the public and shall be adequately framed or otherwise protected against damage and at the barangay bulletin board of the host barangay within thirty (30) days from receipt of the ECC.

II. RESTRICTIONS

The proponent is strictly subject to the following restrictions:

1. That no other activities should be undertaken other than what was stipulated in the EIS Report. Should there be an expansion of the project beyond the project description, construction of other structures beyond those stated in the EIS Report; or any change in the activity or location, shall be made subject to a new EIA requirements.
2. That no trees shall be affected in all phases of the project, or if there is any, necessary documents such as "Tree Cutting Permit", "Balling Permit" and other permits/clearances, shall be secured from the concerned DENR sector pertaining to the implementation of the project.
3. That during the construction phase of the project, the proponent shall install a temporary 2-stage settling pond for wastewater prior to its final disposal into the local sewer and drainage system.
4. That in case of transfer of ownership/management of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify this Office within fifteen (15) days as regards to the transfer of ownership/management.
5. That the proponent (**ASEAGAS CORPORATION as represented by its Chief Operating Officer, Mr. Juan Felipe A. Alfonso**) shall be jointly and severally accountable for any misrepresentation and failure to state material information in the submitted documents.

The conditions stipulated in this Certificate shall be deemed final within fifteen (15) days from receipt hereof and all conditions and restrictions set forth above shall be complied with by the herein grantee. This ECC is deemed expired if not implemented within five (5) years from the date of issuance and the proponent shall have to apply for a new ECC if it intends to pursue the project.

Non-compliance with any of the provisions of this certificate shall be a sufficient cause for the cancellation or suspension of this certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (PhP50,000.00) for every violation thereof.

PROJECT ASSESSMENT PLANNING TOOL


For the assistance of the Proponent, LGUs and other concerned government agencies (GAs) in the management of the project and for better coordination in mitigation on the impacts of the project on its surrounding areas and to the environment.


By way of recommendation, the following have been taken notice of by this Office and are providing these recommendations to the parties and authorities concerned for proper action and integration into their decision making-process.

Regulatory Conditions	
<p>1. The proponent shall comply with, but not limited to the following:</p> <p>1.1 P.D. 856 or the Sanitation Code of the Philippines;</p> <p>1.2 P.D. 442 of the Labor Code of the Philippines including occupational health and safety;</p> <p>1.3 R.A. 6541 or the National Building Code of the Philippines including adequate storm drainage system and other flood control measures and compliance to the Fire Safety and Emergency Preparedness; and,</p> <p>1.4 R.A. 9367 or the Bio-Fuels Act of 2006.</p>	<p>DOH DOLE-Bureau of Working Condition Municipal Planning & Dev't. Office/Building Official/BFP/ LGU Concerned Department of Energy</p>
Environmental Planning Recommendations for the Proponent	
<p>2. Close monitoring of the project should be undertaken by the proponent to maintain a high level of safety and efficiency at all stages of the project, and to immediately address any environmental hazard/change that may take place.</p>	<p>Proponent</p>

For dissemination and proper action of the parties concerned.


CHERYL D. DUYA
Case Handler


ROBERT ANGELO M. METIN
OIC, Project Evaluation Section


NOEMI A. PARANADA
Chief, Environmental Impact Assessment and Management Division & Chief, Administrative and Finance Division
In Concurrent Capacity


ENGR. CARLOS J. MAGNO
Regional Director

Processing Fee : Php6,000.00
O.R. No. : 5179876 and 3162400 Date : 04/19/15 and 06/01/15
Legal Fee : Php60.00
O.R. No. : 5177887 and 3166401 Date : 04/19/15 and 06/01/15

 **ECC R4A-1505-0371**
8.5 MW Biogas Power and Liquefied Carbon Dioxide Production Project
Asagas Corporation



Republic of the Philippines
 Department of Environment and Natural Resource
ENVIRONMENTAL MANAGEMENT BUREAU


3rd Floor, North Wing, DENR XI Compound, Km. 7, Lanang, Davao City
 Telephone No. (082) 234-0061 Fax No. (082) 233-0809
 embdavxi@yahoo.com
 Visit us at www.emb.gov.ph/portal/r11

OWNER'S FILE

03 MAR 2017

ECC-R11-1702-0002

MR. RENE B. RONQUILO
 President
APO AGUA INFRASTRUCTURA, INC.
 DANA Corporate Offices, Ladislawa Avenue
 Buhangin, Davao City

 ENVIRONMENTAL MANAGEMENT BUREAU RECORDS UNIT	
DOC. NO.	
RECEIVED	RELEASED
BY:	BY: <i>D. Ch...</i>
DATE:	DATE: 3/3/17
TIME:	TIME: 1:53 PM

Subject: **ENVIRONMENTAL COMPLIANCE CERTIFICATE**

Dear Mr. Ronquillo;

This refers to the Environmental Compliance Certificate (ECC) application for the proposed Davao City Bulk Water Supply Project located in Brgy. Gumalang, Baguio District, Davao City.

After satisfying the requirements of the said application, this Bureau has decided to grant an ECC for the above-mentioned project.

With the issuance of this ECC, you are expected to implement the measures presented in the Environmental Impact Statement (EIS) Report, intended to protect and mitigate the project's adverse impacts on community health, welfare and the environment. Environmental considerations shall be incorporated in all phases and aspects of the project. You may proceed with the project implementation after securing all the necessary permits from other pertinent Government agencies. This Office will be monitoring the project periodically to ensure your compliance with the stipulations cited in the attached ECC.

Please be guided accordingly.

METODIO U. TRINIELLA
 Regional Director



Republic of the Philippines
 Department of Environment and Natural Resources
ENVIRONMENTAL MANAGEMENT BUREAU

3rd Floor, North Wing, DENR XI Compound, Km. 7, Lanang, (Davao)
 Telephone No. (082) 234-0061 Fax No. (082) 233-0809
 embdavxi@yahoo.com
 Visit us at www.emb.gov.ph/portal/r11

OWNER'S FILE

ENVIRONMENTAL MANAGEMENT BUREAU RECORDS UNIT	
RECEIVED	RELEASED
BY:	BY: <i>B. Ong</i>
DATE:	DATE: <i>3/3/13</i>
TIME:	TIME: <i>1:53 pm</i>

ENVIRONMENTAL COMPLIANCE CERTIFICATE
 (Issued under Presidential Decree 1586)
ECC-R11-1702-0002

THIS IS TO CERTIFY THAT THE PROPONENT, **APO AGUA INFRASTRUCTURA, INC.**, represented by its President, **MR. RENE B. RONQUILLO**, is granted this Environmental Compliance Certificate (ECC), for the proposed Davao City Bulk Water Supply Project located in Brgy. Gumalang, Baguio District, Davao City by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau (EMB).

SUBJECT ONLY to the conditions and restrictions set in this ECC and in the attached document labelled as Annexes A and B.

This Certificate is issued with the following details:

PROJECT DESCRIPTION

This ECC covers the proposed Davao City Bulk Water Supply project in Brgy. Gumalang, Baguio District, Davao City, occupying a total area of 68,002 square meters which is a portion of 85,258 square meters lot covered under Transfer Certificate Title No. T-2150 supported by a Deed of Absolute Sale. The project consists of the following components:

Components:	Capacity:
2.3 MW Hydroelectric Power Plant consist of the following:	
One (1) unit Intake Structure/Weir	385 MLD
One (1) unit Desander	385 MLD
One (1) unit Surge Tank	385 MLD
Power Transmission Line	13.8 kV
Substation	3 MVA
350 MLD Water Treatment Plant provided with the following:	
Raw Water Transmission Pipelines	423.5 MLD
Treated Water Transmission Pipelines	350 MLD

Temporary Facilities:

Three (3) units Batching Plant	~60 m ³ /hr
Two (2) units Aggregate Plant	~100 tons/hr
Access Roads	12 kilometers

This Certificate is issued in compliance with the requirements of Presidential Decree No. 1586, and in accordance to DENR Administrative Order No. 2003-30 and EMB Memorandum Circular 005 dated July 2014. Non-compliance with any of the terms and conditions in the issuance of this Certificate shall be a sufficient ground for the suspension or cancellation of this Certificate and/or a fine in an amount not to exceed Fifty Thousand Pesos (P50, 000.00) for every violation thereof without prejudice to imposition of fines and penalties under other environmental laws. The EMB, however, is not precluded from re-evaluating, adding, removing, and correcting any deficiency or error that may be found after issuance of this Certificate.

Issued at EMB-RXI, 3rd Floor, North Wing, DENR XI Compound, Km. 7, Lanang, Davao City this _____.

03 MAR 2017

Recommending Approval:



MARIA DOLORES R. BATOCTOY
Chief, Clearance & Permitting Division

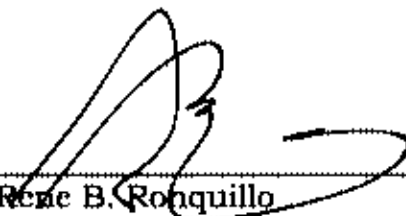
Approved:



METODIO L. TERRELLA
Regional Director

SWORN ACCOUNTABILITY STATEMENT


I, Rene B. Ronquillo, Authorized Representative of Apo Agua Infraestructura, Inc. with office address located at DANA Corporate Offices, Ladislawa Avenue, Buhangin, Davao City takes full responsibility in complying with all the conditions in this Environmental Compliance Certificate (ECC).


Rene B. Ronquillo
President
(signature over printed name)

TIN No. 137-059-594

Subscribed and sworn before me this MAR 07 2017, the above-named affiant taking oath presenting CTC 025K4901, issued on 01/09/17 at City of Manila and passport no. EB 5103616; exp on 04/10/17; issued @ DFA Davao.

Doc. No. 13
Page No. 4
Book No. 1
Series of 2017


FARAH C. CAÑEZAL
Notary Public for Davao City
Commission No. 2017-0127-2018
Until December 31, 2018
Roll of Attorneys No. 51978
PTR No. 7460764 • Jan. 05, 2017 • Davao City
IBP O.R. No. 1060512 • Jan. 09, 2017 • Davao City
Davao City



I. CONDITIONS**ENVIRONMENTAL MANAGEMENT**

All commitments, mitigating measures and monitoring requirements, contained in the Environmental Impact Statement Report for the proposed Davao City Bulk Water Supply Project, particularly in the Environmental Management Plan/ Environmental Monitoring Plan, including any modifications and/or additional information as approved by the EMB, shall be instituted to minimize any adverse impact of the project to the environment throughout its implementation, which shall include among others to wit:

1. That the proponent shall conduct an effective Information, Education and Communication (IEC) Program to inform and educate all stakeholders, especially its contractors, workers, and local residents with the current biodiversity in the area to prevent poaching and illegal wildlife trade, the mitigating measures embodied in its EIS, the conditions stipulated in this Certificate, and the environmental and human safety features of the project for greater awareness, understanding and sustained the acceptance of the project;
2. In line with the DENR's thrust to promote biodiversity conservation and greenhouse gas (GHG) emissions reduction, the proponent in coordination with the DENR Region XI shall identify a site, establish/or adopt and maintain a mini-forest and/or implement a reforestation program integrating Climate Change Adaptation measures;
3. That the proponent shall grow indigenous trees and ornamental plants along the entire periphery and open areas of the plant site that will serve as buffer for dust, noise and improvement of aesthetics;
4. That the mitigating measures to prevent soil erosion and siltation shall be effected especially during site clearing and access road construction. The excavated materials shall be properly stockpiled and properly placed in a strategic location away from the natural drainage to prevent ponding of water in the project site;

GENERAL CONDITIONS

5. That the allowable maximum extraction rate shall be in accordance with the approved Water Permit to be issued by the National Water Resources Board;
6. That all applicable permits and clearances shall be secured and regularly renewed from other concerned national and local offices;
7. That the project implementation shall only commence once the necessary tenorial instruments, and permits/clearances from other government agencies are secured, which shall include, but not limited to the following:
 - a. Lease Contract from the affected lot owners for the installation of water transmission pipelines, including the corresponding road right-of-way;
 - b. Certification issued by the City Planning and Development Office stating therein the compatibility of the project including its related facilities to the existing land use;

8. That the operation of the project shall conform with the applicable provisions of this Office's Implementing Rules & Regulations, Department Administrative Orders and Memorandum Circulars, particularly with respect to the following:
 - a. RA 6969 (Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990),
 - b. RA 9003 (Ecological Solid Waste Management Act of 2000),
 - c. RA 9275 (Philippine Clean Water Act of 2004), and
 - d. RA 8749 (Philippine Clean Air Act of 1999);
9. That the project proponent shall implement a Social Development Program (SDP) and submit status of accomplishments semi-annually through Compliance Monitoring Report to EMB XI;
10. That the proponent shall actively participate in the various monitoring activities of the Davao River Water Quality Management Area Program as part of the protection and preservation of Tamugan River; and that the result of the monitoring shall be submitted to the EMB XI Office on a quarterly basis;
11. That the proponent shall closely coordinate with the DENR XI-PAMBCS for the conduct of Biodiversity Assessment in order to ascertain the extent of the project's impact within the prevailing ecosystem and come up with the applicable mitigating and rehabilitating measures.
12. That an Environmental Unit (EU) shall be created within sixty (60) days from issuance of this Certificate and shall competently handle the environment-related aspects of the project. In addition to the monitoring requirements as specified in the Environmental Management Plan/ Environmental Monitoring Plan, the EU shall have the following responsibilities:
 - a. Monitor actual project impacts vis-à-vis the predicted impacts and management measures in the EIS;
 - b. Recommend revisions to the EMP/EMoP, whenever necessary subject to the approval of EMB XI;
 - c. Ensure that the submitted documents included in the EIS Report and the data gathered during monitoring activities are properly documented, re-assessed, re-evaluated and reported to EMB XI in accordance with the standard formats;
 - d. Ensure that monitoring and submissions of all applicable reports to EMB XI are carried out as required, such as but not limited to Self-Monitoring Reports (SMR) and Compliance Monitoring Report (CMR); and
 - e. Ensure close coordination with the affected barangays for quick response to any issues and concerns that may occur;

13. That the Proponent shall ensure that a copy of this ECC shall be furnished to all agencies/offices concerned and Local Government Unit (LGU) within one (1) month from receipt thereof. A certification shall be submitted by the Proponent to EMB XI that the said copy has been delivered and duly stamped as received by the concerned agencies/offices;
14. That this Certificate shall automatically expire if the project ceases to operate for more than five (5) years or fails to start within five (5) years from the issuance hereof;
15. That three (3) months prior to the abandonment, the Project Proponent shall notify this Office of such action and shall submit therewith their abandonment/mitigation plan

II. RESTRICTIONS

16. That no activities shall be undertaken other than what were stipulated in the EIS report. Should there be any expansion of the project beyond the project description or any change in the activity or transfer of location the same shall be subject to a new Environmental Impact Assessment; and
17. In case transfer of ownership of this project, the same conditions and restrictions shall apply and the transferee shall be required to notify the EMB XI within fifteen (15) days of such transfer.

Conforme:

APO AGUA INFRASTRUCTURA, INC.

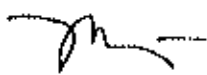
By:


RENE B. RONQUILLO
President

PROJECT ASSESSMENT PLANNING TOOL

For the assistance of the Proponent and the Government agencies concerned in the management of the Project and for better coordination in mitigation of the impacts of the Project on its surrounding areas and the environment, and by way of recommendation, forwarding these recommendations to the parties and authorities concerned for appropriate action.

OTHER REGULATORY REQUIREMENTS/CONDITIONS	CONCERNED GOVERNMENT AGENCIES/ENTITIES
1. Compliance with the Sanitation Code of the Philippines;	City Health Office
2. Compliance with the Labor Code of the Philippines	DOLE XI – Bureau of Working Condition
3. Compliance with the Building Code of the Philippines	Office of the City Building Official
4. Compliance with the Ecological Solid Waste Management Act	City ENRO
5. Secure tree cutting permit (permit to cut trees)/coconut	DENR XI/ Philippine Coconut Authority XI
6. Drainage Clearance	City Engineers Office
7. Zoning/Locational Clearance	City Planning and Development Office
8. Secure Sustainability Study and Water Rights Permit;	National Water Resources Board
9. Mandatory provisions of RA 9513 otherwise known as the "Renewable Energy Act of 2008"	Department of Energy XI
ENVIRONMENTAL PLANNING RECOMMENDATIONS FOR THE PROPONENT	
10. Priority of employment shall be given to qualified local residents. Adequate public information for jobs available to local residents in the affected areas shall be provided; and	
11. Close monitoring of the project should be undertaken by the proponent to maintain a high level of safety and efficiency at all stages of the construction, development, and implementation to immediately address any environmental hazard/alteration that may take place.	


MARIA DOLORES R. BATOCTOY
 Chief, Clearance & Permitting Division


METODJO U. TIBRELLA
 Regional Director



Republic of the Philippines

Department of Environment and Natural Resources

ENVIRONMENTAL MANAGEMENT BUREAU XI
OFFICE OF THE REGIONAL DIRECTOR

3rd Avenue cor. V. Guzman St., Brgy. 27-C, Sta. Ana, Davao City

Telefax No. (082) 233-0809 / Tel Nos. (082) 234-0061, (082) 234-0166

Email address: embdavxi@yahoo.com website: emb.gov.ph/portal/r11

OWNER'S FILE

October 18, 2017

MR. SABIN M. ABOITIZ

President

APO AGUA INFRASTRUCTURA, INC.

DANA Corporate Offices, Ladislawa Avenue

Buhangin, Davao City


ENVIRONMENTAL MANAGEMENT BUREAU XI MICROS UNIT	
NO.:	
RECEIVED	RELEASED
BY:	BY: <i>P. Patnugot</i>
DATE:	DATE: <i>11/2/2017</i>
TIME:	TIME: <i>9:24 AM</i>

Dear **Mr. Aboitiz**,

This refers to the Environmental Compliance Certificate (ECC) with Reference No. ECC-R11-1702-0002 issued to Apo Agua Infraestructura, Inc. on March 03, 2017, for its proposed Davao City Bulk Water Supply Project.

For purposes of clarification, herein attached is the **Addendum to Environmental Compliance Certificate** relative to the scope of the Project covered by the issued ECC to the proponent.

Very truly yours,


NESTOR V. PATNUGOT
OIC Regional Director

**ADDENDUM TO
ENVIRONMENTAL COMPLIANCE CERTIFICATE
ECC-R11-1702-0002**

ENVIRONMENTAL COMPLIANCE CERTIFICATE
NO. 1702-0002

RECEIVED	RELEASED
	BY: <i>PLC</i>
	DATE: <i>05/2/19</i>
	TIME: <i>9:20 AM</i>

The Environmental Compliance Certificate, ECC-R11-1702-0002, dated March 3, 2017 covers the proposed Davao City Bulk Water Supply Project of Apo Agua Infraestructura, Inc. located in Barangays Tawan-tawan, Wines, Gumalang, Riverside, Talomo River, Calinan Proper, Lacson, Biao Joaquin, New Valencia, Talandang, Biao Guianga, Tugbok Proper, Los Amigos, Tigatto, Mandug, Acacia, Buhangin Proper, Indangan and Cabantian, all in Davao City.

The project consists of the following components:

Components	Capacity	Location
2.3 MW Hydroelectric Power Plant consisting of:		
One (1) unit Intake Structure/Weir	385 MLD	Barangay Tawantawan, Davao City
One (1) unit Desander	385 MLD	Barangay Tawantawan, Davao City
One (1) unit Surge Tank	385 MLD	Barangay Wines, Davao City
Power Transmission Line	13.8 kV	Barangay Gumalang, Davao City
Substation	3 MVA	Barangay Gumalang, Davao City
350 MLD Water Treatment Plant consisting of:		
Water Treatment Plant		Barangay Gumalang, Davao City
Raw Water Transmission Pipelines	423.5 MLD	Barangays Tawantawan, Wines and Gumalang, Davao City
Treated Water Transmission Pipelines	350 MLD	Within the 19 barangays mentioned in the coverage area (except Barangays Tawantawan and Wines)
Temporary Facilities consisting of:		
Three (3) units Batching Plant	-60m ³ /hr	Within the 19 barangays mentioned in the coverage area
Two (2) units Aggregate Plant	-100 tons/hr	Within the 19 barangays mentioned in the coverage area
Access Road	12 kilometers	Within the 19 barangays mentioned in the coverage area



This Addendum forms an integral part of and clarifies the Environmental Compliance Certificate, ECC-R11-1702-0002, dated March 3, 2017.

The EMB is not precluded from re-evaluating, adding, removing, and correcting any deficiency or error that may be found in the Certificate and this Addendum that forms part of the Certificate after its issuance.

This Addendum shall take effect as of the date of the effectivity of ECC-R11-1702-0002.

Issued at 3rd Avenue cor. V. Guzman St., Brgy. 27-C, Sta. Ana, Davao City.

Recommending Approval:



MARIA DOLORES R. BATOCTOY
Chief, Clearance & Permitting Division

Approved:



NESTOR V. PATNUGOT
OIC, Regional Director



Environmental Compliance Certificate

10(35)02 06-07 2075-31190

The Department of Environment and Natural Resources (DENR) hereby grants this Environmental Compliance Certificate (ECC) to **PILMICO FOODS CORPORATION** for its **STEEL SILO PROJECT** located at Kiwalan Cove, Iligan City after complying with the Environmental Impact Assessment (EIA) requirements as prescribed in the promulgated guidelines to Section 3 (b) of PD 1121 and 1586 and DENR Administrative Order No. 96-37.

This Certificate is not a permit and is being issued subject to the following conditions/requirements:

A. PRE-CONSTRUCTION PHASE

1. That all other necessary permits from other government agencies shall be secured **prior** to project implementation to be submitted to this Office within fifteen (15) days upon receipt thereof, otherwise, this ECC shall be considered null and void *ab initio*;

B. CONSTRUCTION and OPERATION PHASE:

2. That this Certificate is valid only for the construction and operation of **Two (2) Units Steel Silo** with a **capacity of 9,000 MT each** confined within the plant area of Pilmico Foods Corporation located at Kiwalan Cove, Iligan City. Any expansion from approved plan shall be subject to a separate EIA requirements;
3. That the structural design or component structures of the project shall conform with the design guidelines and approved by the concerned government agency/ies;
4. That construction waste materials and other wastes generated during construction and installation shall be properly disposed of and never to be dumped on any waterbody;
5. That measures to mitigate dust, noise, and other nuisances during construction and operation shall be effected. Dump trucks loaded with filling and construction materials shall be covered with tarpaulin canvas or jute sacks to prevent dust and spillage along road routes;
6. That all heavy equipment shall be fitted with appropriate air pollution control and noise dampening devices and regular maintenance of the same shall be effected;
7. That good sanitation and housekeeping shall be maintained and instituted inside project area at all times;
8. That qualified local residents shall be given priority for employment. Workers shall be provided with appropriate safety gadgets and other measures against health and occupational hazards posed by the project. The proponent shall provide adequate sanitary facilities, health services, and other measures against possible health hazards to workers;

9. That any damage to life and/or property as a result of project implementation shall be justly compensated;

C. OTHERS

10. That all other mitigating measures cited in the submitted Initial Environmental Examination (IEE) report shall be implemented;

11. That the DENR-EMB-X and/or Multi-partite Monitoring Team (MMT) can initiate an on-the-spot monitoring and inspection anytime without prior notice;

12. That the proponent shall initiate to put up an Environmental Monitoring Fund (EMF) for the use of the Multi-partite Team (MMT) in monitoring compliance to ECC;

13. That any misrepresentation or material falsehood on the submitted IEE shall be sufficient cause for the cancellation or suspension of this ECC. The proponent and IEE preparers shall be jointly and severally accountable for any misrepresentation and failure to state material information in the submitted IEE document; and

14. That Transfer of Ownership of this project carries the same conditions in this ECC for which a written notification shall be made by herein grantee to DENR-EMB, Region X within fifteen (15) days from such transfer.

Non-compliance with any of the above conditions shall be sufficient cause for the cancellation or suspension of this Certificate and/or payment of fine in an amount not to exceed **FIFTY THOUSAND PESOS (Php 50,000.00)** for every violation thereof, at the discretion of the DENR, pursuant to Section 9 of P.D. 1586 and Section 6b, Article IX of DENR Administrative Order No. 96-37.

In case there is a need for additional conditions in this ECC after monitoring/inspection, the same shall be imposed by DENR-EMB-Region X.

Given this **JUN 06 2002**


FERNANDO P. QUILLAN, CESO V
OIC, Regional Executive Director

Recommending Approval:


SABDULLAH C. ABUBACAR, DM
OIC, Regional Director
Environmental Management Bureau, R-10

cc: *PENRO Lanao del Norte*
LGU Mayor-Iligan City
LGU Brgy-Kinalolan
File

Processing Fee.....P 2,100.00
Filing Fee.....400.00
LRP.....240.00
Print, Screening fee...200.00
O. R. No. 7155712
Date Issued 06-07-02
TIN.



Environmental Compliance Certificate

10(35)03 02-06 3191-31190

The Department of Environment and Natural Resources (DENR) hereby grants this Environmental Compliance Certificate (ECC) to **PILMICO FOODS CORPORATION** for its **STEEL SILO PROJECT** located at Kiwalan Cove, Iligan City after complying with the Environmental Impact Assessment (EIA) requirements as prescribed in the promulgated guidelines to Section 3 (b) of PD 1121 and 1586 and DENR Administrative Order No. 96-37.

This Certificate is not a permit and is being issued subject to the following conditions/requirements:

A. PRE-CONSTRUCTION PHASE

1. That all other necessary permits from other government agencies shall be secured prior to project implementation to be submitted to this Office within fifteen (15) days upon receipt thereof, otherwise, this ECC shall be considered null and void *ab initio*;

B. CONSTRUCTION and OPERATION PHASE:

2. That this Certificate is valid only for the construction and operation of an additional **two (2) units Steel Silo with a total capacity of 18,000 MT** confined within the plant area Pilmico Foods Corporation area located at Kiwalan Cove, Iligan City. Any expansion from the approved plan shall be subject to a separate EIA requirement;
3. That the structural design or component structures of the project shall conform with the design guidelines and approved by the concerned government agencies;
4. That construction waste materials and other wastes generated during construction and installation shall be properly disposed of and never to be dumped on any waterbody;
5. That measures to mitigate dust, noise, and other nuisances during construction and operation shall be effected. Dump trucks loaded with filling and construction materials shall be covered with tarpaulin canvas to prevent dust and spillages along road routes;
6. That all heavy equipment shall be fitted with appropriate air pollution control and noise dampening devices and regular maintenance of the same shall be effected;
7. That good sanitation and housekeeping shall be maintained and instituted inside plant area at all times;
8. That qualified residents shall be given priority for employment. Workers shall be provided with appropriate safety gadgets and other measures against health and occupational hazards posed by the project. The proponent shall provide adequate sanitary facilities, health service, and other measures against possible health hazards to workers;
9. That adequate fire-fighting equipment shall be made available at all times and adequate buffer walls and warning signs shall be erected for public information;

- 10. That any damage to life and/or property as a result of project implementation shall be justly compensated;
- 11. That qualified local residents shall be given priority for employment;

C. OTHERS


- 12. That all other mitigating measures cited in the submitted Initial Environmental Examination (IEE) report shall be implemented;
- 13. That the EMB-X and/or Multi-partite Monitoring Team (MMT) can initiate an on-the-spot monitoring and inspection anytime without prior notice;
- 14. That the proponent shall initiate to put up an Environmental Monitoring Fund (EMF) for the use of the Multi-partite Team (MMT) in monitoring compliance to ECC;
- 15. That any misrepresentation or material falsehood on the submitted IEE shall be sufficient cause for the cancellation or suspension of this ECC. The proponent and IEE preparers shall be jointly and severally accountable for any misrepresentation and failure to state material information in the submitted IEE document; and
- 16. That Transfer of Ownership of this project carries the same conditions in this ECC for which a written notification shall be made by herein grantee to EMB, Region X within fifteen (15) days from such transfer.

Non-compliance with any of the above conditions shall be sufficient cause for the cancellation or suspension of this Certificate and/or payment of fine in an amount not to exceed **FIFTY THOUSAND PESOS (Php 50,000.00)** for every violation thereof, at the discretion of the DENR, pursuant to Section 9 of P.D. 1586 and Section 6b, Article IX of DENR Administrative Order No. 96-37.

In case there is a need for additional conditions in this ECC after monitoring/inspection, the same shall be imposed by DENR-EMB-Region X.

Given this

6 FEB 2003



SABDULLAH C. ABUBACAR, DM
OIC, Regional Director

Recommending Approval:



ALEX D. JIMENEZ
Chief, EIM Division

cc: FENRU Lanas del Norte
LGU Mayor-Iligan City
LGU Brgy-Kawaian
File

Processing Fee	P 2,100.00
Procedural Screening Fee	200.00
Filing Fee	400.00
L. R. F.	249.00
O.R.# 5397132	
02-C7-03	

TIN:



MAR 04 2010



ENGR. REANO C. GUMALO
VP-Operations
PILMICO FOODS CORPORATION
Kiwalan Cove, Dalipuga
Iligan City

Dear Engr. Gumalo:

This refers to your request for expansion of production capacity from 20 tons/hr to 40 tons/hr as reflected in the Project Description of your Environmental Compliance Certificate (ECC) for your Iligan Feedmill Project located at Kiwalan Cove, Dalipuga, Iligan City.

After review and evaluation, this Office has decided to grant your request. As such, the Project Description of your ECC bearing the code 10(35)07 04-12 4397-31281 shall now read:

PROJECT DESCRIPTION

The **FEEDMILL PLANT (COMPLEX ANIMAL FEEDS) Project** having a production capacity of **Forty (40) Metric Tons per hour** located at Kiwalan Cove, Dalipuga, Iligan City.

Please be informed however, that we will be monitoring your project regularly to ensure compliance to the stipulations in the ECC. Non-compliance thereof shall be ground for automatic revocation/cancellation of ECC without prejudice to the imposition of penalty.

We hope this satisfies your request.

Very truly yours,

DR. SABDULLAH C. ABUBACAR, CESO IV
Regional Director

D.I. 168447
3-4-2010
1,700-10



Environmental Compliance Certificate

10(35)02-06-06-2075-31190

The Department of Environment and Natural Resources (DENR) hereby grants this Environmental Compliance Certificate (ECC) to **PILMICO FOODS CORPORATION** for its **STEEL SILO PROJECT** located at Kiwalan Cove, Iligan City after complying with the Environmental Impact Assessment (EIA) requirements as prescribed in the promulgated guidelines to Section 3 (b) of PD 1121 and 1586 and DENR Administrative Order No. 96-37.

This Certificate is not a permit and is being issued subject to the following conditions/requirements:

A. PRE-CONSTRUCTION PHASE

1. That all other necessary permits from other government agencies shall be secured **prior** to project implementation to be submitted to this Office within fifteen (15) days upon receipt thereof, otherwise, this ECC shall be considered null and void *ab initio*;

B. CONSTRUCTION and OPERATION PHASE:

2. That this Certificate is valid only for the construction and operation of **Two (2) Units Steel Silo** with a **capacity of 9,000 MT each** confined within the plant area of Pilmico Foods Corporation located at Kiwalan Cove, Iligan City. Any expansion from approved plan shall be subject to a separate EIA requirements;
3. That the structural design or component structures of the project shall conform with the design guidelines and approved by the concerned government agency/ies;
4. That construction waste materials and other wastes generated during construction and installation shall be properly disposed of and never to be dumped on any waterbody;
5. That measures to mitigate dust, noise, and other nuisances during construction and operation shall be effected. Dump trucks loaded with filling and construction materials shall be covered with tarpaulin canvas or jute sacks to prevent dust and spillage along road routes;
6. That all heavy equipment shall be fitted with appropriate air pollution control and noise dampening devices and regular maintenance of the same shall be effected;
7. That good sanitation and housekeeping shall be maintained and instituted inside project area at all times;
8. That qualified local residents shall be given priority for employment. Workers shall be provided with appropriate safety gadgets and other measures against health and occupational hazards posed by the project. The proponent shall provide adequate sanitary facilities, health services, and other measures against possible health hazards to workers;

9. That any damage to life and/or property as a result of project implementation shall be justly compensated;

C. OTHERS

10. That all other mitigating measures cited in the submitted Initial Environmental Examination (IEE) report shall be implemented;
11. That the DENR-EMB-X and/or Multi-partite Monitoring Team (MMT) can initiate an on-the-spot monitoring and inspection anytime without prior notice;
12. That the proponent shall initiate to put up an Environmental Monitoring Fund (EMF) for the use of the Multi-partite Team (MMT) in monitoring compliance to ECC;
13. That any misrepresentation or material falsehood on the submitted IEE shall be sufficient cause for the cancellation or suspension of this ECC. The proponent and IEE preparers shall be jointly and severally accountable for any misrepresentation and failure to state material information in the submitted IEE document; and
14. That Transfer of Ownership of this project carries the same conditions in this ECC for which a written notification shall be made by herein grantee to DENR-EMB, Region X within fifteen (15) days from such transfer.

Non-compliance with any of the above conditions shall be sufficient cause for the cancellation or suspension of this Certificate and/or payment of fine in an amount not to exceed **FIFTY THOUSAND PESOS (Php 50,000.00)** for every violation thereof, at the discretion of the DENR, pursuant to Section 9 of P.D. 1586 and Section 6b, Article IX of DENR Administrative Order No. 96-37.

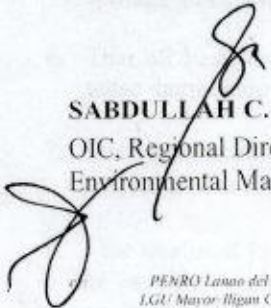
In case there is a need for additional conditions in this ECC after monitoring/inspection, the same shall be imposed by DENR-EMB-Region X.

Given this

JUN 08 2002


FERNANDO P. QUILILAN, CESO V
OIC, Regional Executive Director

Recommending Approval:


SABDULLAH C. ABUBACAR, DM
OIC, Regional Director
Environmental Management Bureau, R-10

*PENRO Lanao del Norte
LGU Mayor Iligan City
LGU Brgy-Kivulan
File*

*Processing Fee.....P 2,100.00
Filing Fee..... 460.00
LRF..... 240.00
Proc. Screening fee..... 200.00
O. R. No. 7135712
Date Issued: 06-07-02
TIN:*



Environmental Compliance Certificate

(Issued under Presidential Decree 1586)

ECC-R10-1108-0247

THIS IS TO CERTIFY THAT THE PROPONENT, **PILMICO FOODS CORPORATION**, is granted this Environmental Compliance Certificate (ECC), for the **CONSTRUCTION OF TWO (2) ADDITIONAL STEEL SILOS PROJECT** located within PILMICO Plant Compound at Kiwalan Cove, Iligan City by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau, (EMB), Region 10.

SUBJECT ONLY to the conditions and restrictions set-out in this certificate.

This certification is issued for the **CONSTRUCTION OF TWO (2) ADDITIONAL STEEL SILOS PROJECT**, with the following details:

PROJECT DESCRIPTION

The **CONSTRUCTION OF TWO (2) ADDITIONAL STEEL SILOS FOR THE FLOUR AND ANIMAL FEEDS MILLING PLANTS HAVING AN INDIVIDUAL CAPACITY OF 9,000 Metric Tons** located within PILMICO Plant Compound at Kiwalan Cove, Iligan City.

This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 2003-30. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this certificate.

Issued at EMB - 10 Cagayan de Oro City this AUG 04 2011 day of _____, 2011.

Recommending Approval:

ALEX D. JIMENEZ
Chief, EIAM Division

Approved by:

DR. SABDULLAH C. ABUBACAR, CESO IV
Regional Director

I. CONDITIONS

ENVIRONMENTAL MANAGEMENT

The proponent shall strictly implement the following mitigating enhancement, and rehabilitating measures:

1. Solid waste generated shall be adequately collected and disposed at areas designated by concerned local government unit (LGU);
2. Dust, noise and other nuisance emanating from the Batching and crushing activities shall be controlled and confined within the project area;
3. Safety gadgets shall be provided to all workers to prevent health and occupational hazards posed by the project;
5. Structural design or component structures of the project shall conform with the design guidelines and approved by the concerned government agency/ies;

GENERAL CONDITIONS

Further administrative conditions for the grant of this certificate shall be strictly complied:

6. The local residents shall be prioritized for employment;
7. The proponent shall initiate to put-up an Environmental Monitoring Fund (EMF) for the use of Multi-Partite Monitoring Team in monitoring compliance to ECC;
8. The DENR-EMB-10 and/or multi-partite team can initiate an on-the-spot monitoring and inspection anytime without prior notice;
9. In case of abandonment, the Proponent shall notify the EMB Regional Office concerned within three (3) months prior to the abandonment and the Proponent shall submit its abandonment mitigation plan;

II. RESTRICTIONS

The proponent is strictly subject to the following restrictions:

10. No other activities should be undertaken other than what was stipulated in the IEE document. Should there be an expansion of the project beyond the project description, construction of other structures beyond those stated in the IEE document; or any change in the activity, shall be made subject to a new Environmental Impact Assessment;
11. All other permits from the concerned government agencies shall be secured prior to project implementation wherein copies of which shall be submitted to this Office within fifteen (15) days upon receipt thereof, otherwise this ECC shall be considered null and void ; and

12. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify the EMB Regional Office concerned within fifteen (15) days as regards to the transfer of ownership.

Non-compliance with any of the provisions of this certificate shall be a sufficient cause for the cancellation or suspension of this certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (50,000.00) for every violation thereof.

cc: PENRO Lanao del Norte.,
LGU Mayor -Iligan City
LGU Brgy.-Kiwalan
file...

Processing Fee... PhP 2700.00
Database Mgt fee ... 1,000.00
Procedural Screening Fee... 300.00
O.R. No. 9783812
Date: 3/4/11



Environmental Compliance Certificate

(Issued under Presidential Decree 1586)



ECC-R10-1109-0290

THIS IS TO CERTIFY THAT THE PROPONENT, **PILMICO FOODS CORPORATION**, is granted this Environmental Compliance Certificate (ECC), for the **MAINTENANCE DREDGING OF EXISTING PORT PROJECT** located Iligan Bay, Kiwalan Cove, Dalipuga, Iligan City by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau (EMB), Region 10.

SUBJECT ONLY to the conditions and restrictions set-out in this certificate.

This certification is issued for the **MAINTENANCE DREDGING OF EXISTING PORT PROJECT** with the following details:

PROJECT DESCRIPTION

The proposed **MAINTENANCE DREDGING OF EXISTING PORT PROJECT** shall be within the Iligan Bay at Kiwalan Cove, Dalipuga, Iligan City. About 45,000 cubic meters of silt material shall be dredged within a span of about four weeks starting on October 2011.

This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 2003-30. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this certificate.

Issued at **EMB - 10 Cagayan de Oro City** this **OCT 03 2011** day of _____, 2011.

Recommending Approval:


ALEX D. JIMENEZ
Chief, EIAM Division

Approved:


DR. SABDULLAH C. ABUBACAR, CESO IV
Regional Director

ENVIRONMENTAL MANAGEMENT

The proponent shall strictly implement the following mitigating enhancement, and rehabilitating measures:

- 1. The depth of excavation shall not be less than the design levels depth of -11 LAT;
- 2. Noise, dust emission, turbidity and other forms of nuisance emitted during project implementation shall be adequately controlled/isolated within the project site;
- 3. Post-dredging sediment survey shall be submitted to this office after project completion;

GENERAL CONDITIONS

Further administrative conditions for the grant of this certificate shall be strictly complied:


- 4. The local residents shall be prioritized for employment;
- 5. The dredge materials shall be disposed off-shore in a depth of not less than twenty (20) meters;

II. RESTRICTIONS

The proponent is strictly subject to the following restrictions:

- 6. No other activities should be undertaken other than what was stipulated in the Initial Environmental Examination (IEE) document. Should there be an expansion of the project beyond the project description, or any change in the activity beyond those stated in the IEE document; shall be made subject to a new Environmental Impact Assessment;
- 7. All other permits from the concerned government agencies shall be secured prior to project implementation wherein copies of which shall be submitted to this Office within fifteen (15) days upon receipt thereof, otherwise this ECC shall be considered null and void ; and

Non-compliance with any of the provisions of this certificate shall be a sufficient cause for the cancellation or suspension of this certificate and/or imposition of affine in an amount not to exceed Fifty Thousand Pesos (50,000.00) for every violation thereof.



cc: PENRO Lanao Norte
 LGU Mayor - Iligan City
 LGU Brgy. Dalupaga
 file...

Processing Fee...	PhpP 2700.00
Database Mgt fee ...	1,000.00
Procedural Screening Fee...	300.00
O.R. No. 973070	
Date: 10/3/2011	

Environmental Compliance Certificate

(Issued under Presidential Decree 1586)

ECC-R10-1206-0101

THIS IS TO CERTIFY THAT THE PROPONENT, **PILMICO FOODS CORPORATION**, is granted this Environmental Compliance Certificate (ECC), for the **PROPOSED FLOUR MILLING PLANT PROJECT** to be located at Kiwalan Cove, Iligan City by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau (EMB), Region 10.

SUBJECT ONLY to the conditions and restrictions set-out in this certificate.

This certification is issued for the **FLOUR MILLING CORPORATION PROJECT**, with the following details:

PROJECT DESCRIPTION

The **FLOUR MILLING PLANT PROJECT** shall be located at Kiwalan Cove, Iligan City. The flour milling plant shall operate with four (4) production lines with the following capacity:

Production Lines	Capacity (metric tons/day)
A- Mill	380
B-Mill	250
C-Mill	750
D-Mill	520

This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 2003-30. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this certificate.

Issued at EMB - 10
Cagayan de Oro City the JUN 06 2012 day of _____, 2012.

Recommending Approval:


ALEX D. JIMENEZ
Chief, EIAM Division

Approved:


SABDULLAH C. ABUBACAR, CESO IV
Regional Director

The proponent shall strictly implement the following mitigating enhancement, and rehabilitating measures:

1. Adequate dust/air pollution device shall be constructed. All emission shall conform with the DENR Effluent Standards and is subject to monitoring by this Office;
2. Dust, noise and other nuisance emanating from project operation shall be controlled and confined within the project area;
3. Solid wastes generated shall be collected effectively and disposed properly. Good housekeeping and sanitation shall be maintained at all times;

GENERAL CONDITIONS

Further administrative conditions for the grant of this certificate shall be strictly complied:

4. This ECC shall supersedes the ECCs bearing the codes 10(35)00 05-31 1606-31190 for the A-Mill plant; 10(35) 0302-06 3191-31190 for the B-Mill, 9309-04-107 for the Flour Mill Expansion; 79704-04-120 for the C-Mill Expansion and 10(35)05 03-31 3950-31190 for the C-Mill Flour Expansion and Partial Modification;
5. Any destruction of adjacent private or public lands as a result of the operation shall be ground for revocation of this ECC and imposition of penalties;
6. The local residents shall be prioritized for employment;
7. The proponent shall initiate to put-up an Environmental Monitoring Fund (EMF) for the use of Multi-Partite Monitoring Team in monitoring compliance to ECC;
8. The DENR-EMB-10 and/or multi-partite team can initiate an on-the-spot monitoring and inspection anytime without prior notice;
9. In case of abandonment, the Proponent shall notify the EMB Regional Office concerned within three (3) months prior to the abandonment and the Proponent shall submit its abandonment mitigation plan;

II. RESTRICTIONS

The proponent is strictly subject to the following restrictions:

10. No other activities should be undertaken other than what was stipulated in the IEE document. Should there be an expansion of the project beyond the project description, or any change in the activity beyond those stated in the IEE document; shall be made subject to a new Environmental Impact Assessment;

12. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferor shall be required to notify the EMB Regional Office concerned within fifteen (15) days as regards to the transfer of ownership.

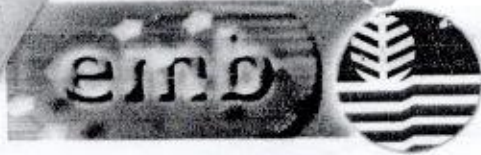
Non-compliance with any of the provisions of this certificate shall be a sufficient cause for the cancellation or suspension of this certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (50,000.00) for every violation thereof.

cc: PENRO Lanao del Norte.
LGU Mayor - Iligan City
LGU Brgy.-Kiwalan Cove
file...



Processing Fee...	Php 2700.00
Database Mgt fee ...	1,000.00
Procedural Screening Fee...	300.00
O.R. No. 9392917	
Date: 4/6/12	





Republic of the Philippines
 Department of Environment and Natural Resources
ENVIRONMENTAL MANAGEMENT BUREAU
 Office of the Regional Director
 Region-10, Macabalan, Cagayan de Oro City



Environmental Compliance Certificate

(Issued under Presidential Decree 1586)

ECC-R10-1306-0121

THIS IS TO CERTIFY THAT THE PROPONENT, **PILMICO FOODS CORPORATION** is granted this Environmental Compliance Certificate (ECC), for the **FEEDMILL PIER PROJECT** located within the Foreshore Leased Area (FLA) at Kiwalan Cove, Iligan City by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau, (EMB), Region 10.

SUBJECT ONLY to the conditions and restrictions set-out in this certificate.

This certification is issued for the **FEEDMILL PIER PROJECT**, with the following details:

PROJECT DESCRIPTION

The proposed **FEEDMILL PIER PROJECT COVERING A TOTAL AREA OF 764.25 SQUARE METERS** is located within the **9,082 SQ.M. FORESHORE LEASED AREA (FLA)** at Kiwalan Cove, Iligan City.

This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 2003-30. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this certificate.

Issued at EMB - 10 this **JUN 05 2013** day of _____, 2013.
 Cagayan de Oro City

Recommending Approval:

ALEX D. JIMENEZ
 Chief, EIAM Division

Approved by:

DR. SABDULLAH C. ABUBACAR, CESO IV
 Regional Director

I. CONDITIONS

ENVIRONMENTAL MANAGEMENT

The proponent shall strictly implement the following mitigating enhancement, and rehabilitating measures:

1. Structural design or component structures of the project shall conform with the design guidelines and approved by the concerned government agency/ies;
2. Measures to prevent soil erosion, siltation and turbidity of affected water body during construction and operation shall be undertaken;
3. Noise, dust emission, and other forms of nuisance emitted during project implementation shall be adequately controlled/isolated within the project site. Dump trucks loaded with filling materials shall be covered with tarpaulin canvas or jute sacks to prevent dust and spillage along road routes;
4. Construction waste materials generated during construction and installation shall be disposed of properly and never to be dumped on any waterbody except for concrete slabs which will be utilized as artificial reefs;
5. The proponent shall implement comprehensive solid wastes management implementing segregation, recycling and reuse. Adequate garbage receptacles in strategic points of the project site shall be provided and regular garbage collection and disposal shall be observed;
6. Adequate drainage system shall be constructed and regularly maintained;
7. The workers shall be provided with appropriate safety gadgets and other measures against health and occupational hazards posed by the project;

GENERAL CONDITIONS

Further administrative conditions for the grant of this certificate shall be strictly complied:

8. The local residents shall be prioritized for employment;
9. The proponent shall initiate to put-up an Environmental Monitoring Fund (EMF) for the use of Multi-Partite Monitoring Team in monitoring compliance to ECC;
10. The proponent shall submit a Compliance Monitoring Report (CMR) semi-annually to EMB Regional Office;
11. The DENR-EMB-10 and/or multi-partite team can initiate an on-the-spot monitoring and inspection anytime without prior notice;

12. In case of abandonment, the Proponent shall notify the EMB Regional Office concerned within three (3) months prior to the abandonment and the Proponent shall submit its abandonment mitigation plan;

II. RESTRICTIONS

The proponent is strictly subject to the following restrictions:

13. No other activities should be undertaken other than what was stipulated in the IEE document. Should there be an expansion of the project beyond the project description, construction of other structures beyond those stated in the IEE document; or any change in the activity, shall be made subject to a new Environmental Impact Assessment;
14. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify the EMB Regional Office concerned within fifteen (15) days as regards to the transfer of ownership.

Non-compliance with any of the provisions of this certificate shall be a sufficient cause for the cancellation or suspension of this certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (50,000.00) for every violation thereof.

cc: PENRO Lanao del Norte
LGU Mayor-Iligan City
LGU Brgy.-Kiwalan
File...

Processing Fee... PhP 2700.00
Database Mgt fee ... 1,000.00
Procedural Screening Fee... 300.00
O.R. No. 4496548
Date: 6/5/13



Environmental Compliance Certificate

(Issued under Presidential Decree 1586)

ECC-E10-1306-0122

THIS IS TO CERTIFY THAT THE PROPONENT, **PILMICO FOODS CORPORATION** is granted this Environmental Compliance Certificate (ECC), for the **FLOUR MILL PIER EXTENSION PROJECT** located within the Foreshore Leased Area (FLA) at Kiwalan Cove, Iligan City by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau, (EMB), Region 10.

SUBJECT ONLY to the conditions and restrictions set-out in this certificate.

This certification is issued for the **FLOUR MILL PIER EXTENSION PROJECT**, with the following details:

PROJECT DESCRIPTION

The proposed **FLOUR MILL PIER EXTENSION PROJECT COVERING A TOTAL AREA OF 95 SQUARE METERS** is located within the **40,784 SQ.M. FORESHORE LEASED AREA (FLA)** at Kiwalan Cove, Iligan City.

This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 2003-30. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this certificate.

Issued at EMB - 10 this JUN 05 2013 day of _____, 2013.
Cagayan de Oro City

Recommending Approval:

ALEX D. JIMENEZ
 Chief, EIAM Division

Approved by:

DR. SABDULLAH C. ABUBACAR, CESO IV
 Regional Director

I. CONDITIONS

ENVIRONMENTAL MANAGEMENT

The proponent shall strictly implement the following mitigating enhancement, and rehabilitating measures:

1. Structural design or component structures of the project shall conform with the design guidelines and approved by the concerned government agency/ies;
2. Measures to prevent soil erosion, siltation and turbidity of affected water body during construction and operation shall be undertaken;
3. Noise, dust emission, and other forms of nuisance emitted during project implementation shall be adequately controlled/isolated within the project site. Dump trucks loaded with filling materials shall be covered with tarpaulin canvas or jute sacks to prevent dust and spillage along road routes;
4. Construction waste materials generated during construction and installation shall be disposed of properly and never to be dumped on any waterbody except for concrete slabs which will be utilized as artificial reefs;
5. The proponent shall implement comprehensive solid wastes management implementing segregation, recycling and reuse. Adequate garbage receptacles in strategic points of the project site shall be provided and regular garbage collection and disposal shall be observed;
6. Adequate drainage system shall be constructed and regularly maintained;
7. The workers shall be provided with appropriate safety gadgets and other measures against health and occupational hazards posed by the project;

GENERAL CONDITIONS

Further administrative conditions for the grant of this certificate shall be strictly complied:

8. The local residents shall be prioritized for employment;
9. The proponent shall initiate to put-up an Environmental Monitoring Fund (EMF) for the use of Multi-Partite Monitoring Team in monitoring compliance to ECC;
10. The proponent shall submit a Compliance Monitoring Report (CMR) semi-annually to EMB Regional Office;
11. The DENR-EMB-10 and/or multi-partite team can initiate an on-the-spot monitoring and inspection anytime without prior notice;

12. In case of abandonment, the Proponent shall notify the EMB Regional Office concerned within three (3) months prior to the abandonment and the Proponent shall submit its abandonment mitigation plan;

II. RESTRICTIONS

The proponent is strictly subject to the following restrictions:

13. No other activities should be undertaken other than what was stipulated in the IEE document. Should there be an expansion of the project beyond the project description, construction of other structures beyond those stated in the IEE document; or any change in the activity, shall be made subject to a new Environmental Impact Assessment;
14. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify the EMB Regional Office concerned within fifteen (15) days as regards to the transfer of ownership.

Non-compliance with any of the provisions of this certificate shall be a sufficient cause for the cancellation or suspension of this certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (50,000.00) for every violation thereof.

cc: PENRO Lanao del Norte
LGU Mayor-Iligan City
LGU Brgy.-Kiwalan
File...



Processing Fee...	Php 2700.00
Database Mgt fee ...	1,000.00
Procedural Screening Fee...	300.00
O.R. No. 1976549	
Date: 9/5/13	





Environmental Compliance Certificate

(Issued under Presidential Decree 1586)

ECC-R10-1506-0167

THIS IS TO CERTIFY THAT THE PROPONENT, **PILMICO FOODS CORPORATION**, is granted this Environmental Compliance Certificate (ECC), for the **FEED MILL PLANT PROJECT** located at Kiwalan Cove, Dalipuga, Iligan City by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau, (EMB), Region 10.

SUBJECT ONLY to the conditions and restrictions set-out in this certificate.

This certification is issued for the **FEEDMILL PLANT PROJECT**, with the following details:

PROJECT DESCRIPTION	
The Following Projects are located within Pilmico Plant Compound at Kiwalan Cove, Dalipuga, Iligan City:	
PROJECT TYPE	CAPACITY
Feedmill (Expansion)	20 TPH
Construction of two Additional (2) Steel Silos	9,000 MT individual capacity (ECC-R10-1108-0247)
Feedmill Plant (Complex Animal Feeds)	20MT/hr (10(35)07 04-12 4397-31281)

This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 2003-30. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this certificate.

Issued at ~~EMB r 10 Cagayan de Oro City~~ this **JUN 11 2015** day of _____, 2015.

Recommending Approval:

ALEX D. JIMENEZ
 Chief, Clearance & Permitting Division

Approved by:

DR. SABDULLAH C. ABUBACAR, CESO IV
 Regional Director

CONDITIONS

ENVIRONMENTAL MANAGEMENT

The proponent shall strictly implement the following mitigating enhancement, and rehabilitating measures:

1. The drainage system shall be properly maintained. Proper disposal of generated waste in this activity shall immediately follow to avoid accumulation of deleterious wastes;
2. Odor, noise and dust emission shall be confined within the project area;
3. All effluents shall be adequately channelled to an adequately designed wastewater treatment facility. All effluents shall conform with the DENR Standards subject to monitoring by this Office;
4. Solid waste generated shall be disposed of properly and never to be burned openly nor to be dumped into any bodies of water. Good housekeeping and sanitation shall be maintained at all times;
5. Air emission from plant operations shall conform to the standards set by the DENR; Any exceedance thereof shall be ground for automatic cancellation or suspension of this Certificate and imposition of penalties;

GENERAL CONDITIONS

Further administrative conditions for the grant of this certificate shall be strictly complied:

6. This Certificate shall supersedes the ECC bearing the code ECC-R10-1108-0247 & 10(35)07 04-12 4397-31281 previously issued to Pilmico Foods Corporation;
7. The local residents shall be prioritized for employment;
8. The DENR-EMB-10 and/or multi-partite team can initiate an on-the-spot monitoring and inspection anytime without prior notice;
9. The proponent shall submit a Compliance Monitoring Report (CMR) semi-annually to EMB Regional Office;
10. In case of abandonment, the Proponent shall notify the EMB Regional Office concerned within three (3) months prior to the abandonment and the Proponent shall submit its abandonment mitigation plan;

RESTRICTIONS

The proponent is strictly subject to the following restrictions:

11. No other activities should be undertaken other than what was stipulated in the IEE document. Should there be an expansion of the project beyond the project description, or any change in the activity beyond those stated in the IEE document; shall be made subject to a new Environmental Impact Assessment;

12. All other permits from the concerned government agencies shall be secured prior to project continuation wherein copies of which shall be submitted to this Office within fifteen (15) days upon receipt thereof, otherwise this ECC shall be considered null and void ; and
13. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify the EMB Regional Office concerned within fifteen (15) days as regards to the transfer of ownership.

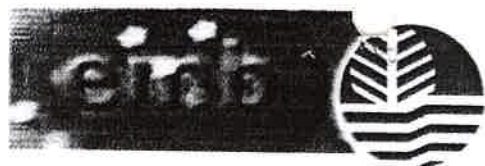
Non-compliance with any of the provisions of this certificate shall be a sufficient cause for the cancellation or suspension of this certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (50,000.00) for every violation thereof.

cc: PENRO Lanao del Norte.
LGU Mayor -Iligan City
LGU Brgy.-Dalipuga
file...



Processing Fee...	Php 2700.00
Database Mgt fee ...	1,000.00
Procedural Screening Fee...	300.00
O.R. No. 6215578	
Date: 6/8/15	





MAY 05 2017



ENGR. FLORENCIO D. SEBANDAL

VP-Operations
 FILMICO FOODS CORPORATION
 Kiwalan Cove, Dalipuga,
 Iligan City

Dear Engr. Sebandal:

This refers to your request for an amendment to the issued Environmental Compliance Certificate (ECC) bearing the code **ECC-R10-1506-0167** for the Feed Mill Plant Project located at Kiwalan Cove, Dalipuga, Iligan City **specifically the addition of 2 x 8,000 MT capacity steel silos.**

After review and evaluation of the submitted documents, this Office has decided to grant your request. As such, the project description shall now read:

PROJECT DESCRIPTION	
The following projects are located within Filmico Plant Compound at Kiwalan Cove, Dalipuga, Iligan City:	
PROJECT TYPE	CAPACITY
Feedmill (Expansion)	20 TPH
Construction of two Additional (2) Steel Silos	9,000 MT individual capacity (ECC R10-1108-0247)
Construction of two Additional (2) Steel Silos	8,000 MT individual capacity
Feedmill Plant (Complex Animal Feeds)	20 MT/hr (10(35)07 04-12 4397-31281)

Please be informed that we will be monitoring your project regularly to ensure compliance to the stipulations in the issued ECC. Non compliance with any of the stipulated conditions shall be dealt with in accordance to the Implementing Rules and Regulations of P.D. 1586.

We hope this satisfies your request.

Very truly yours,

DR. ABDULLAH C. ABUBACAR, CESO IV
 Regional Director

O.W.# 6318433
 5/5/17



Environmental Compliance Certificate

(Issued under Presidential Decree 1586)

ECC-R10-1506-0167

THIS IS TO CERTIFY THAT THE PROPONENT, **PILMICO FOODS CORPORATION**, is granted this Environmental Compliance Certificate (ECC), for the **FEED MILL PLANT PROJECT** located at Kiwalan Cove, Dalipuga, Iligan City by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau, (EMB), Region 10.

SUBJECT ONLY to the conditions and restrictions set out in this certificate.

This certification is issued for the **FEEDMILL PLANT PROJECT**, with the following details:

PROJECT DESCRIPTION	
The following Projects are located within Pilmico Plant Compound at Kiwalan Cove, Dalipuga, Iligan City:	
PROJECT TYPE	CAPACITY
Feedmill (Expansion)	20 TPH
Construction of two Additional (2) Steel Silos	9,000 MT individual capacity (ECC-R10 1108 0217)
Feedmill Plant (Complex Animal Feeds)	20MT/hr (10(35)07 04-12 4397-31281)

This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 2003 30. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this certificate.

Issued at ~~EMB R 10 Cagayan de Oro City~~ **JUN 11 2015** day of _____, 2015.

Recommending Approval:

ALEX D. JIMENEZ
 Chief, Clearance & Permitting Division

Approved by:

DR. SABDULLAH C. ABUBACAR, CESO IV
 Regional Director

CONDITIONS

ENVIRONMENTAL MANAGEMENT

The proponent shall strictly implement the following mitigating enhancement, and rehabilitating measures:

1. The drainage system shall be properly maintained. Proper disposal of generated waste in this activity shall immediately follow to avoid accumulation of deleterious wastes;
2. Odor, noise and dust emission shall be confined within the project area;
3. All effluents shall be adequately channelled to an adequately designed wastewater treatment facility. All effluents shall conform with the DENR Standards subject to monitoring by this Office;
4. Solid waste generated shall be disposed of properly and never to be burned openly nor to be dumped into any bodies of water. Good housekeeping and sanitation shall be maintained at all times;
5. Air emission from plant operations shall conform to the standards set by the DENR; Any exceedance thereof shall be ground for automatic cancellation or suspension of this Certificate and imposition of penalties;

GENERAL CONDITIONS

Further administrative conditions for the grant of this certificate shall be strictly complied:

6. This Certificate shall supersede the ECC bearing the code ECC-R10-1108-0247 & 10(35)07-04-12-4397-31281 previously issued to Pilrnico Foods Corporation;
7. The local residents shall be prioritized for employment;
8. The DENR-EMB 10 and/or multi-partite team can initiate an on-the-spot monitoring and inspection anytime without prior notice;
9. The proponent shall submit a Compliance Monitoring Report (CMR) semi-annually to EMB Regional Office;
10. In case of abandonment, the Proponent shall notify the EMB Regional Office concerned within three (3) months prior to the abandonment and the Proponent shall submit its abandonment mitigation plan;

RESTRICTIONS

The proponent is strictly subject to the following restrictions:

11. No other activities should be undertaken other than what was stipulated in the IEE document. Should there be an expansion of the project beyond the project description, or any change in the activity beyond those stated in the IEE document; shall be made subject to a new Environmental Impact Assessment;

12. All other permits from the concerned government agencies shall be secured prior to project continuation wherein copies of which shall be submitted to this Office within fifteen (15) days upon receipt thereof, otherwise this ECC shall be considered null and void ; and
13. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify the EMB Regional Office concerned within fifteen (15) days as regards to the transfer of ownership.

Non-compliance with any of the provisions of this certificate shall be a sufficient cause for the cancellation or suspension of this certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (50,000.00) for every violation thereof.

cc: PENRO Lanao del Norte
LCU Mayor Iligan City
LCU Bryy. Dulipaku
file...



Processing Fee...
Database Mgt fee ...
Procedural Screening Fee...
O.R. No. 615578
Date: 6/18/15

PHP 2100.00
1,000.00
100.00





Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
ENVIRONMENTAL MANAGEMENT BUREAU
Regional Office No. III 4/F Mel-Vi Bldg., Olongapo-Gapan Road
Dolores, City of San Fernando, Pampanga
Telefax Nos. (045) 961-5203; 961-5206; 861-2361

SEP 22 2015

ECC Ref. Code No. R03-1507-0294
PILMICO ANIMAL NUTRITION CORPORATION
Brgy. Armenia, Tarlac City
Tarlac

Dear Sir/Madam,

This refers to your application for an Environmental Compliance Certificate (ECC) for the **proposed Breeder and Nursery Farm 2** to be located at Brgy. Armenia, Tarlac City, Tarlac.

After satisfying the requirements of the said application, this Office has decided to grant an Environmental Compliance Certificate (ECC) to the above-mentioned project.

In issuing this **CERTIFICATE**, it should be understood that the same is a **PLANNING TOOL** and not a **PERMIT**. It is expected that you will diligently secure pertinent **PERMITS/CLEARANCES** from all concerned government agencies.

With the issuance of this ECC, you are expected to implement the measures presented in the Environmental Impact Statement (EIS), intended to protect and mitigate the project's adverse impacts on community health, welfare and the environment. Environmental considerations shall be incorporated in all phases and aspects of the project. You may proceed with project implementation, after securing all the necessary permits from the pertinent government agencies. This Office will be monitoring the project periodically to ensure your compliance with the stipulations cited in the attached ECC.

Please be guided accordingly.

Very truly yours,

LORMELYN E. CLAUDIO, CESO IV
Regional Director

cc: LGU-Tarlac City, Tarlac
City Engineers Office
Department of Health
Department of Labor and Employment
City Planning and Development Office



Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
ENVIRONMENTAL MANAGEMENT BUREAU
Regional Office No. III 4/F Mel-Vi Bldg., Olongapo-Gapan Road
Dolores, City of San Fernando, Pampanga
Telefax Nos. (045) 961-5203; 961-5206; 861-2361

ENVIRONMENTAL COMPLIANCE CERTIFICATE
(Issued Under Presidential Decree 1586)
R03-1507-0294

THIS IS TO CERTIFY THAT **PILMICO ANIMAL NUTRITION CORPORATION** is granted this Environmental Compliance Certificate (ECC) for the **proposed Breeder and Nursery Farm 2** to be located at **Brgy. Armenia, Tarlac City, Tarlac**, by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau, Region III.

SUBJECT ONLY to the conditions and restrictions set-out in this ECC and in the attached document labeled as Annex A. Recommendations have been provided in Annex B as guidance to concerned government agencies and local government units for consideration in their decision making.

It shall cover the operation of a livestock farm project (Group 2.2.7a) with the following component covering an area of 64,906 square meters.

- Piggery farm with a capacity of 5,660 sow to be housed in 45 buildings
- Poultry farm with a capacity of 160,000 birds to be housed in 4 buildings

Project Geographical Coordinates/Location:

North Latitude - 15^o24'40.0"
East Longitude - 120^o32'19.4"

This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 30-2003. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this certificate.

Issued at City of San Fernando, Pampanga, this **SEP 22 2015**.

Recommending Approval:



DENNIS O. CELESTIAL
Chief, Clearance and Permitting Division

Approved by:


LORMELYN E. CLAUDIO, CESO IV
Regional Director

SWORN STATEMENT OF OWNER/AUTHORIZED REPRESENTATIVE

I Ismael Fabriga, proponent of this Breeder and Nursery located in Armenia, Tarlac City takes full responsibility in complying with all conditions contained in this Environmental Compliance Commitment (Environmental Compliance Certificate or ECC).


Signature

TIN _____

Subscribed and sworn to before me this **OCT 08 2015** day of _____, 2015, the above-named affiant taking oath presenting Residence Certificate No. _____ issued on _____ 2015 at _____.

CONRADO DANAN
Notary Public
Until December 31, 2015
NOTARY PUBLIC
IBP No 981921 1/5/15
Pampanga
Roll No 27347
MCLE No IV - 0016123

Doc. No. 894
Page No. 167
Book No. 05
Series of 2015

I. CONDITIONS

A. ENVIRONMENTAL MANAGEMENT and MONITORING PLAN (EMMoP)

1. All mitigating measures in the submitted Environmental Impact Statement (EIS) shall be implemented;
2. Implement proper housekeeping practices to prevent generation of obnoxious odor and proliferation of flies in the project area and adjacent vicinities;
3. Ensure that no wastes shall be burned in the area and that ecological waste management measures such as waste segregation, minimization, re-use, composting, etc., are implemented.
4. The proponent shall construct and operate its Wastewater Treatment Facility (WTF) effectively to ensure compliance with the effluent standards of the DENR. The WTF shall be installed/provided with appropriate impermeable high density linings to prevent groundwater contamination;
5. Provide an accessible walk-way leading to the WTF or effluent outfall area and the periphery of the project site for easy conduct of monitoring and water sampling.
6. Mortality pit shall be provided with adequate lining to prevent contamination of groundwater.
7. Planting of native tree species shall be undertaken either within the project site and/or in other areas as part of the proponent's social and environmental program. A Tree/Vegetation Plantation Plan shall be submitted to this Office within thirty (30) days from the date of approval of this ECC which includes quantities and plant species, area/location and planting strategy and management programs, etc.;
8. The proponent shall establish a vegetative buffer zone/green area of sufficient width along the perimeter line of the livestock farm and the same shall be planted with fragrant and appropriate species to minimize the impact of odor and noise nuisance to the surrounding areas/communities;

B. GENERAL CONDITIONS

9. The proponent shall comply with the requirements of other environmental laws, i.e. Republic Act (RA) 8749 or "The Clean Air Act of 1999", RA 6969 or "Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990", RA 9003 or "Ecological Solid Waste Management Act of 2000" and RA 9275 or "Clean Water Act of 2004", among which are:
 - Secure Permit to Operate Air Pollution Source Control Installations (APSCI) and Discharge Permit for Water Pollution Source/Control Facilities (WPSCF)
 - Designate Pollution Control Officer (PCO)
 - Submit quarterly Self Monitoring Report (SMR)
 - Submit semi-annual Compliance Monitoring Report (CMR)
 - Register as Hazardous Waste Generator

10. An Abandonment Plan shall be submitted to this Office ninety (90) days prior to the project's abandonment. The plan shall include remediation, clean-up and rehabilitation measures of contaminated areas and proposed alternative project or activity suitable in the area.
11. Copy of Environmental Compliance Certificate (ECC) shall be posted in a conspicuous area in the project site;
12. The proponent shall conduct quarterly stream and wastewater sampling tests for influent/effluent for parameters such as BOD, Total Suspended Solids (TSS), Settleable Matter, pH, and other applicable parameters and results of which shall be submitted to EMB Region 3 as part of the Self Monitoring Report;
13. The proponent shall formulate and implement Information Education Campaign (IEC) programs incorporating recommended environmental management practices through but shall not be limited to various advertising media (i.e., posters, billboards, etc).
14. That should there be any complaint from the community related to environmental pollution, odor nuisance and sanitation problem brought about by the piggery farm's operation, the proponent shall be held responsible to address such problem;
15. The proponent shall allow inspection or monitoring that will be conducted by this Office anytime in coordination with concerned groups;
16. The proponent shall set-up a Multipartite Monitoring Team composed of representative from the proponent, concerned LGU, stakeholders and this Office within sixty (60) days from receipt of this Certificate. Likewise, an Environmental Monitoring Fund (EMF) to cover all costs attendant to the operation of the MMT shall be established;

II. RESTRICTIONS

17. Any expansion or modification of the approved project shall be subject to new EIA requirement; and
18. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify this Office within fifteen (15) days as regards to the transfer of ownership.

Non-compliance with any of the provisions of this certificate shall be a sufficient cause for the cancellation or suspension of this certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (50,000.00) for every violation thereof.

OR No. : 8011427 / 8013132
 Proposed fee : P300 / P3,700
 Date : March 16, 2015 / June 23, 2015

PROJECT ASSESSMENT PLANNING TOOL

For the assistance of the Proponent and government agencies concerned in the management of the project and for better coordination in mitigation on the impact of the project on its surrounding areas and to the environment.

By way of recommendation, the following have been taken notice by the undersigned and are forwarding these recommendations to the parties and authorities concerned for proper appreciation and action.

RECOMMENDATIONS TO CONCERNED GOVERNMENT AGENCY/LGUs	CONCERNED GOVERNMENT AGENCIES/ENTITIES
1. Provide drainage canal, concrete culverts, and other flood control measures to adequately receive and channel the run-off of silt-laden rain water to the nearby receiving body of water.	Municipal Engineers Office/ Proponent
2. Provide segregation, collection, recycling, and disposal mechanism for solid waste.	LGU/Proponent
3. Comply with the Sanitation Code of the Philippines, Labor Code of the Philippines including Occupational Health and Safety Standards and Building Code of the Philippines.	DOH, DOLE- Bureau of Working Condition and Municipal Planning & Devt. Office/LGU/Proponent
4. Observe and protect legal easement along rivers and creeks i.e. establishment of linear park along the easement, construction of boundary wall to prevent encroachment of the required legal easement of adjacent creek/river and regular clean-up and desilting of adjacent creek/river to prevent clogging.	HLURB/LGU/Proponent
ENVIRONMENTAL PLANNING RECOMMENDATIONS FOR THE PROPONENT	
The following are recommendations for the Proponent for the protection of the project area and the affected environment. It is strongly recommended that the same be strictly complied by the Proponents.	
1. Ensure efficient use of energy and other resources, i.e. rainwater collecting reservoir, pressure cleaners, nozzles, scraper systems, automatic drinking system, use of partially/fully elevated slatted floorings, etc.	
2. Ensure that the best available technologies shall be adopted and promote the use of renewable energy, i.e. solar cell panel, solid/liquid separator, biogas digester with methane recovery, tunnel ventilated pig buildings to minimize use of water, prevent obnoxious odor and flies and ensure compliance with the effluent standards	
3. Donate collectible recyclables to Local Government Unit (LGU)	
4. Undertake close monitoring to maintain a high level of safety & efficiency to immediately address any environmental hazards or change that may take place.	
5. Formulate and implement mitigating measures in the submitted EMP to include the regular and proper cleaning of the area, using disinfectants to prevent proliferation of flies, proper collection of pig manure and proper disposal of dead pigs.	

For dissemination and proper action of the parties concerned.



DENNIS O. CELESTIAL
Chief, Clearance and Permitting Division



LORMELYN E. CLAUDIO, CESO IV
Regional Director



Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
ENVIRONMENTAL MANAGEMENT BUREAU

Regional Office No. III, Turquoise Street, Zone 2, Ramar Village, San Agustin

City of San Fernando, Pampanga

Tel. Nos. (045) 455-3316, 455-3080, 455-4340

402-5071, 402-5073, 402-5074

ENVIRONMENTAL COMPLIANCE CERTIFICATE

(Issued under Presidential Decree 1586)

R03-1507-0294

Amended

THIS IS TO CERTIFY THAT **PILMICO ANIMAL NUTRITION CORPORATION** is granted this amended Environmental Compliance Certificate (ECC) for the **change of project name and expansion of the existing Swine Breeder Farm 2, Swine Nursery Farm 2 and Rearing (formerly Breeder and Nursery Farm 2)** located at **Brgy. Armenia, Tarlac City, Tarlac, Region 03**, by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau, Region III.

SUBJECT ONLY to the conditions and restrictions set-out in this ECC and in the attached document labeled as Annex A. Recommendations have been provided in Annex B as guidance to concerned government agencies and local government units for consideration in their decision making.

It shall cover the operation of a livestock farm (Group 2.2.7a and 2.2.7c) with the following components:

Existing Components

- Piggery farm with a capacity of 5,660 sow to be housed in 45 buildings
- Poultry farm with a capacity of 160,000 birds to be housed in 4 buildings

Proposed Components

- Additional capacity of 940 sow and 23,520 heads of pigs
- Additional 8 pig buildings
- Total area from 64,906 square meters to 772,938 square meters

Project Geographical Coordinates/Location:

North Latitude - 15° 24' 40"
East Longitude - 120° 32' 19.4"

This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 30-2003. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this certificate.

Issued at City of San Fernando, Pampanga, this

AUG 09 2018

Recommending Approval

ENGR. DENNIS O. CELESTIAL
Chief, Clearance and Permitting Division

Approved by:

I. CONDITIONS

A. ENVIRONMENTAL MANAGEMENT and MONITORING PLAN (EMMoP)

1. All mitigating measures in the submitted Environmental Performance Report and Management Plan (EPRMP) shall be implemented;
2. Implement proper housekeeping practices to prevent generation of obnoxious odor and proliferation of flies in the project area and adjacent vicinities;
3. Ensure that no wastes shall be burned in the area and that ecological waste management measures such as waste segregation, minimization, re-use, composting, etc., are implemented;
4. The proponent shall construct and operate its Wastewater Treatment Facility (WTF) effectively to ensure compliance with the effluent standards of the DENR. The WTF shall be installed/provided with appropriate impermeable high density linings to prevent groundwater contamination;
5. Provide an accessible walkway leading to the WTF or effluent outfall area and the periphery of the project site for easy conduct of monitoring and water sampling;
6. Mortality pit shall be provided with adequate lining to prevent contamination of groundwater;
7. The proponent shall establish a vegetative buffer zone/green area of sufficient width along the perimeter line of the livestock farm and the same shall be planted with fragrant and appropriate species to minimize the impact of odor noise to the surrounding areas/communities;
8. Planting of tree species shall be undertaken either within the project site and/or in other areas as part of the proponent's social and environmental program. The proponent shall submit to this Office within thirty (30) days from the date of approval of this ECC the Tree/Vegetation Plantation Plan which includes quantities and plant species, area/location and planting strategy and management programs, etc.;

B. GENERAL CONDITIONS

9. The proponent shall comply with the requirements of other environmental laws, i.e. Republic Act (RA) 8749 or "The Clean Air Act of 1999", RA 6969 or "Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990", RA 9003 or "Ecological Solid Waste Management Act of 2000" and RA 9275 or "Clean Water Act of 2004", among which are:
 - Secure Permit to Operate Air Pollution Source Control Installations (APSCI) and Discharge Permit Water Pollution Source/Control Facilities (WPSCF)
 - Designate Pollution Control Officer (PCO)
 - Submit quarterly Self Monitoring Report
 - Submit semi-annual Compliance Monitoring Report
 - Register as Hazardous Waste Generator

10. An Abandonment Plan shall be submitted to this Office ninety (90) days prior to the project's abandonment. The plan shall include remediation, clean-up and rehabilitation measures of contaminated areas and proposed alternative project of activity suitable in the area;
11. The proponent shall ensure that multi-chambered septic tank with impermeable high density linings shall be constructed to serve the facility and siphoning/desludging of the same shall be undertaken. Septage shall be hauled/transported and treated by a third party Licensed Hauler and Treater;
12. Copy of Environmental Compliance Certificate (ECC) shall be posted in a conspicuous area in the project site;
13. The proponent shall conduct quarterly wastewater sampling tests for parameters such as BOD, Total Suspended Solids (TSS), Settleable Matter, pH and other applicable parameters. The results of which shall be submitted to EMB Region 03 as part of the Self-Monitoring Report;
14. The proponent shall formulate and implement Information Education Campaign (IEC) programs incorporating recommended environmental management practices through but shall not be limited to various advertising media (i.e., posters, billboards, etc.);
15. Comply with RA 9003 (Ecological Solid Waste Management Act) by implementing the following:
 - a. Provide designated temporary storage area/Material Recovery Facility for recyclables, electronic wastes, BFLs, batteries and other special waste;
 - b. Provide backyard composting area/facility (if applicable) or proof of collection;
 - c. Provide copy of Contract/MOA with the LGU as hauler and with Contract/MOA with accredited Sanitary Landfill (SLF) for disposal of residual waste; and
 - d. Provide copy of Certificate of Disposal/Treatment issued by accredited Sanitary Landfill (SLF) and Treatment, Storage and Disposal (TSD) Facility operators;
16. That should there be any complaint from the community related to environmental pollution, odor nuisance and sanitation problem brought about by the operation, the proponent shall be held responsible to address such problem;
17. The proponent shall allow inspection or monitoring that will be conducted by this Office anytime in coordination with concerned groups;
18. The proponent shall set-up a Multipartite Monitoring Team (MMT) composed of representatives from the Stakeholders within sixty (60) days from issuance of this Certificate. Likewise, an Environmental Monitoring Fund (EMF) and Environmental Guarantee Fund (EGF) to cover all costs attendant to the operation of the MMT and damages and compensation cost shall be established;

19. This Certificate shall supersede the ECC with Reference No. R03-1507-0294 dated September 22, 2015. Original copy of the superseded ECC (R03-1507-0294) shall be surrendered within thirty (30) days upon receipt of this Certificate;

II. RESTRICTIONS

20. Any expansion or modification of the approved project shall be subject to new EIA requirement; and

21. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify this Office within fifteen (15) days as regards to the transfer of ownership.

Non-compliance with any of the provisions of this certificate shall be a sufficient cause for the cancellation or suspension of this certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (50,000.00) for every violation thereof.

OR No. : 2662431
Processing Fee : P 2,000.00
Date : March 13, 2018


PROJECT ASSESSMENT PLANNING TOOL


For the assistance of the Proponent and government agencies concerned in the management of the project and for better coordination in mitigation on the impact of the project on its surrounding areas and to the environment.

By way of recommendation, the following have been taken notice by the undersigned and are forwarding these recommendations to the parties and authorities concerned for proper appreciation and action.

RECOMMENDATIONS TO CONCERNED GOVERNMENT AGENCY/LGUs	CONCERNED GOVERNMENT AGENCIES/ENTITIES
1. Provide proper storm drainage canal, concrete culverts, and other flood control measures to adequately receive and channel the run-off of silt-laden rain water to the nearby receiving body of water.	LGU/Municipal Engineers Office/Proponent
2. Provide segregation, collection, recycling, and disposal mechanism for solid waste.	LGU/Proponent
3. Comply with the Sanitation Code of the Philippines, Labor Code of the Philippines including Occupational Health and Safety Standards and Building Code of the Philippines.	DOH, DOLE- Bureau of Working Condition and Municipal Planning & Development Office / LGU / Proponent
ENVIRONMENTAL PLANNING RECOMMENDATIONS FOR THE PROPONENT	
The following are recommendations for the Proponent for the protection of the project area and the affected environment. It is strongly recommended that the same be strictly complied by the Proponents.	
1. Donate collectible recyclables to the LGU concerned.	
2. Undertake close monitoring by the proponent to maintain a high level of safety & efficiency to immediately address any environmental hazards or change that may take place.	

For dissemination and proper action of the parties concerned.


ENGR. DENNIS O. CELESTIAL
 Chief, Clearance and Permitting Division


LORMELYN E. CLAUDIO, CESO IV
 Regional Director



Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
ENVIRONMENTAL MANAGEMENT BUREAU
Regional Office No. III, 4/F Mel-Vi Bldg., Olongapo-Gapan Road
Dolores, City of San Fernando, Pampanga
Telefax (045) 861-2361 * 961-5203 * 961-5206

SEP 23 2016

ECC Ref. Code No. III-9803-005-116A
PILMICO ANIMAL NUTRITION CORPORATION
Brgy. Aranguren, Capas
Tarlac

Dear Sir/ Madam:

This refers to your application for the amendment of the Environmental Compliance Certificate (ECC) for the **change of Project Name, Increase in Capacity and Area and proposed Chicken Layer Farm for the existing Livestock (Piggery Farm) Project** located at Brgy. Aranguren, Capas, Tarlac.

After satisfying the requirements of the said application, this Office has decided to grant an amended Environmental Compliance Certificate (ECC) to the above-mentioned project.

In issuing this **CERTIFICATE**, it is expected that you will diligently secure pertinent **PERMITS/CLEARANCES** from all concerned government agencies.

With the issuance of this ECC, you are expected to implement the measures presented in the submitted Environmental Performance Report and Management Plan (EPRMP), intended to protect and mitigate the project's adverse impacts on community health, welfare and the environment. Environmental considerations shall be incorporated in all phases and aspects of the project. You may proceed with project implementation, after securing all the necessary permits from the pertinent government agencies. This Office will be monitoring the project periodically to ensure your compliance with the stipulations cited in the attached ECC.

Please be guided accordingly.

Very truly yours,


LORMELYN E. CLAUDIO, CESO IV
Regional Director

cc: LGU-Capas, Tarlac
Municipal Engineers Office
Department of Health
Department of Labor and Employment
Municipal Planning and Development Office



Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
ENVIRONMENTAL MANAGEMENT BUREAU

Regional Office No. III 4/F Mel-Vi Bldg., Olangapo-Gapan Road
Dolores, City of San Fernando, Pampanga
Telefax Nos. (045) 961-5203; 961-5206; 861-2361

ENVIRONMENTAL COMPLIANCE CERTIFICATE
(Issued Under Presidential Decree 1586)
III-9803-005-116A
Amended

THIS IS TO CERTIFY THAT **PILMICO ANIMAL NUTRITION CORPORATION** is granted this Amended Environmental Compliance Certificate (ECC) for the **change of Project Name, Increase in Capacity and Buildings for the existing Livestock (Piggery Farm) Project** located at **Brgy. Aranguren, Capas, Tarlac**, by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau, Region III.

THIS IS SUBJECT to the conditions and restrictions set-out in this ECC and in the attached document labeled as Annex A. Recommendations have been provided in Annex B as guidance to concerned government agencies and local government units for consideration in their decision making.

It shall cover the operation of a piggery farm (Group 2.2.7a) with the following project components covering an area of 173,000 square meters:

- From Livestock Piggery Farm to Swine Breeder Farm (Breeder Farm 1)
- From 5,000 sow level to 6,600 sow level
- From 23 pig buildings to 24 pig buildings


Project Geographical Coordinates/Location:

North Latitude - 15°18'5.57"
East Longitude - 120°34 '4.48"

This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 30-2003. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this certificate.

Issued at City of San Fernando, Pampanga, this SEP 23 2016.

Recommending Approval:


DENNIS O. CELESTIAL
Chief, Clearance and Permitting Division

Approved by:


LORMELYN E. CLAUDIO, CESO IV
Regional Director

SWORN STATEMENT OF OWNER/AUTHORIZED REPRESENTATIVE

I Jemal Fabres, proponent of this Swine Breeder Farm 1 located in Tranguren, Capas, Tarlac takes full responsibility in complying with all conditions contained in this Environmental Compliance Commitment (Environmental Compliance Certificate or ECC).



Signature

TIN _____

OCT 19 2016

Subscribed and sworn to before me this _____ day of _____, 2016, the above-named affiant taking oath presenting Residence Certificate No. _____ issued on _____ 2016 at _____.

Doc. No. 905
Page No. 181
Book No. 41
Series of 2016

NOTARY PUBLIC

BIENVENIDO B. BACANI
Notary Public
Until December 31, 2016
PTR No. 2199426 - 1/4/16
IBP No. 0939463 - 1/4/16
Roll No. 25657
MCLE No. IV-0008753

I. CONDITIONS

A. ENVIRONMENTAL MANAGEMENT and MONITORING PLAN (EMMoP)

1. All mitigating measures in the submitted Environmental Performance Report and Management Plan (EPRMP) shall be implemented;
2. Implement proper housekeeping practices to prevent generation of obnoxious odor and proliferation of flies in the project area and adjacent vicinities;
3. Ensure that no wastes shall be burned in the area and that ecological waste management measures such as waste segregation, minimization, re-use, composting, etc., are implemented.
4. The proponent shall construct and operate its Wastewater Treatment Facility (WTF) effectively to ensure compliance with the effluent standards of the DENR. The WTF shall be installed/provided with appropriate impermeable high density linings to prevent groundwater contamination;
5. Provide an accessible walk-way leading to the WTF or effluent outfall area and the periphery of the project site for easy conduct of monitoring and water sampling.
6. Mortality pit shall be provided with adequate lining to prevent contamination of groundwater.
7. Planting of native tree species shall be undertaken either within the project site and/or in other areas as part of the proponent's social and environmental program. A Tree/Vegetation Plantation Plan shall be submitted to this Office within thirty (30) days from the date of approval of this ECC which includes quantities and plant species, area/location and planting strategy and management programs, etc.;
8. The proponent shall establish a vegetative buffer zone/green area of sufficient width along the perimeter line of the livestock farm and the same shall be planted with fragrant and appropriate species to minimize the impact of odor and noise nuisance to the surrounding areas/communities;

B. GENERAL CONDITIONS

9. The proponent shall comply with the requirements of other environmental laws, i.e. Republic Act (RA) 8749 or "The Clean Air Act of 1999", RA 6969 or "Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990", RA 9003 or "Ecological Solid Waste Management Act of 2000" and RA 9275 or "Clean Water Act of 2004", among which are:
 - Secure Permit to Operate Air Pollution Source Control Installations (APSCI) and Discharge Permit for Water Pollution Source/Control Facilities (WPSCF)
 - Designate Pollution Control Officer (PCO)
 - Submit quarterly Self Monitoring Report (SMR)
 - Submit semi-annual Compliance Monitoring Report (CMR)
 - Register as Hazardous Waste Generator

10. The proponent shall ensure that multi-chambered septic tank shall be constructed to serve the facility and siphoning/desludging of the same shall be undertaken. Septage shall be hauled/transported and treated by a third party Licensed Hauler and Treater;
11. Comply with RA 9003 (Ecological Solid Waste Management Act) in coordination with the Local Government Unit (LGU) by implementing the following:
 - a. The proponent shall establish and institute an ecological solid wastes management system to ensure segregation at source, segregated, collection, temporary storage at the Materials Recovery Facility (MRF) and appropriate disposal of solid and hazardous wastes, waste minimization and other ecological waste management practices;
 - b. Construct a Materials Recovery Facility (MRF) with composting system for biodegradable wastes, recyclables and temporary storage area for electronic wastes, busted fluorescent lamps (BFLs), batteries and other special/ hazardous wastes;
 - c. Ensure the proper disposal of solid wastes. As such, provide a copy of Contract/Memorandum of Agreement (MOA) with the Local Government Unit (LGU) as hauler and with Contract /MOA with an accredited Sanitary Landfill (SLF) for disposal of residual wastes;
 - d. Provide copy of Certificate of Disposal/Treatment issued by accredited Sanitary Landfill (SLF) and Treatment, Storage and Disposal (TSD) Facility operators;
12. An Abandonment Plan shall be submitted to this Office ninety (90) days prior to the project's abandonment. The plan shall include remediation, clean-up and rehabilitation measures of contaminated areas and proposed alternative project or activity suitable in the area;
13. Copy of Environmental Compliance Certificate (ECC) shall be posted in a conspicuous area in the project site;
14. The proponent shall conduct quarterly water sampling for the receiving waterbody and influent/effluent for parameters such as BOD, Total Suspended Solids (TSS), Settleable Matter, pH, and other applicable parameters and results of which shall be submitted to EMB Region 3 as part of the Self Monitoring Report;
15. The proponent shall formulate and implement Information Education Campaign (IEC) programs incorporating recommended environmental management practices through but shall not be limited to various advertising media (i.e., posters, billboards, etc).
16. That should there be any complaint from the community related to environmental pollution, odor nuisance and sanitation problem brought about by the farm's operation, the proponent shall be held responsible to address such problem;
17. The proponent shall allow inspection or monitoring that will be conducted by this Office anytime in coordination with concerned groups;

18. The proponent shall set up a Multipartite Monitoring Team (MMT) composed of representatives from the proponent, LGU concerned, stakeholders and this Office. Likewise, an Environmental Monitoring Fund (EMF) to cover all costs attendant to the operation of the MMT shall be established;

19. This Certificate shall supersede the ECC with Reference Code No. III-9803-005-116A dated June 8, 2012. Original copy of superseded (III-9803-005-116A) shall be surrendered within thirty (30) days upon receipt of this Certificate;

II. RESTRICTIONS

20. Any expansion or modification of the approved project shall be subject to new EIA requirement; and

21. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify this Office within fifteen (15) days as regards to the transfer of ownership.

Non-compliance with any of the provisions of this certificate shall be a sufficient cause for the cancellation or suspension of this certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (50,000.00) for every violation thereof.

OR No. : 8011944
Proposed fee : P1,200
Date : April 14, 2015

PROJECT ASSESSMENT PLANNING TOOL

This is for the assistance of the Proponent and government agencies concerned in the management of the project and for better coordination in mitigation on the impact of the project on its surrounding areas and to the environment.

By way of recommendation, the following have been taken notice by the undersigned and are forwarding these recommendations to the parties and authorities concerned for proper appreciation and action.

RECOMMENDATIONS TO CONCERNED GOVERNMENT AGENCY/LGUs	CONCERNED GOVERNMENT AGENCIES/ENTITIES
1. Provide drainage canal, concrete culverts, and other flood control measures to adequately receive and channel the run-off of silt-laden rain water to the nearby receiving body of water.	Municipal Engineers Office /Proponent
2. Provide segregation, collection, recycling, and disposal mechanism for solid waste.	LGU/Proponent
3. Comply with the Sanitation Code of the Philippines, Labor Code of the Philippines including Occupational Health and Safety Standards and Building Code of the Philippines.	DOH, DOLE- Bureau of Working Condition and Municipal Planning & Devt. Office/LGU/Proponent
4. Observe and protect legal easement along rivers and creeks i.e. establishment of linear park along the easement, construction of boundary wall to prevent encroachment of the required legal easement of adjacent creek/river and regular clean-up and desilting of adjacent creek/river to prevent clogging.	HLURB/LGU/Proponent
ENVIRONMENTAL PLANNING RECOMMENDATIONS FOR THE PROPONENT	
The following are recommendations for the Proponent for the protection of the project area and the affected environment. It is strongly recommended that the same be strictly complied by the Proponents.	
1. Ensure efficient use of energy and other resources, i.e. rainwater collecting reservoir, pressure cleaners, nozzles, scraper systems, automatic drinking system, use of partially/fully elevated slatted floorings, etc.	
2. Ensure that the best available technologies shall be adopted and promote the use of renewable energy, i.e. solar cell panel, solid/liquid separator, biogas digester with methane recovery, tunnel ventilated pig buildings to minimize use of water, prevent obnoxious odor and flies and ensure compliance with the effluent standards	
3. Donate collectible recyclables to Local Government Unit (LGU)	
4. Undertake close monitoring to maintain a high level of safety & efficiency to immediately address any environmental hazards or change that may take place.	
5. Formulate and implement mitigating measures in the submitted EMP to include the regular and proper cleaning of the area, using disinfectants to prevent proliferation of flies, proper collection of pig manure and proper disposal of dead pigs.	

For dissemination and proper action of the parties concerned.


DENNIS O. CELESTIAL
 Chief, Clearance and Permitting Division


LORMELYN E. CLAUDIO, CESO IV
 Regional Director



Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
ENVIRONMENTAL MANAGEMENT BUREAU
Regional Office No. III, Turquoise Street, Zone 2, Ramar Village, San Agustin
City of San Fernando, Pampanga
Tel. Nos. (045) 455-3316, 455-3080, 455-4340
402-5071, 402-5073, 402-5074

ENVIRONMENTAL COMPLIANCE CERTIFICATE
(Issued under Presidential Decree 1586)
R03-04182018-4460

THIS IS TO CERTIFY THAT **PILMICO ANIMAL NUTRITION CORPORATION** is granted this Environmental Compliance Certificate (ECC) for the **proposed Swine Breeder Farm 3** located at **Brgy. Armenia, Tarlac City, Tarlac**, by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau, Region III.

SUBJECT ONLY to the conditions and restrictions set-out in this ECC and in the attached document labeled as Annex A. Recommendations have been provided in Annex B as guidance to concerned government agencies and local government units for consideration in their decision making.

It shall cover the operation of a swine breeder farm (Group 2.2.7a) with a capacity of 13,440 heads (sow level) in 21 units pig houses in an area of 148,000 square meters the boundary of which is defined under TCT No. 350664.

Project Geographical Coordinates/Location:
North Latitude - 15° 26' 31.09"
East Longitude - 120° 32' 39.39"

This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 30-2003. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this certificate.

Issued at City of San Fernando, Pampanga, this MAY 11 2018

Recommending Approval


DENNIS O. CELESTIAL
Chief, Clearance and Permitting Division

Approved by:


LORMELYN E. CLAUDIO, CESO IV
Regional Director

Page 1 of 6

ECC-R03-04182018-4460

Swine Breeder Farm 3

PILMICO ANIMAL NUTRITION CORPORATION

*The Earth is the Lord's and all that is in it (Psalm 24:1)
... Let's be good stewards!*

I. CONDITIONS

A. ENVIRONMENTAL MANAGEMENT and MONITORING PLAN (EMMoP)

1. All mitigating measures in the submitted Environmental Impact Statement (EIS) shall be implemented;
2. Implement proper housekeeping practices to prevent generation of obnoxious odor and proliferation of flies in the project area and adjacent vicinities;
3. Ensure that no wastes shall be burned in the area and that ecological waste management measures such as waste segregation, minimization, re-use, compositing, etc., are implemented;
4. The proponent shall construct and operate its Wastewater Treatment Facility (WTF) effectively to ensure compliance with the effluent standards of the DENR. The WTF shall be installed/provided with appropriate impermeable high density linings to prevent groundwater contamination;
5. Provide an accessible walkway leading to the WTF or effluent outfall area and the periphery of the project site for easy conduct of monitoring and water sampling;
6. Mortality pit shall be provided with adequate lining to prevent contamination of groundwater;
7. Planting of tree species shall be undertaken either within the project site and/or in other areas as part of the proponent's social and environmental program. The proponent shall submit to this Office within thirty (30) days from the date of approval of this ECC the Tree/Vegetation Plantation Plan which includes quantities and plant species, area/location and planting strategy and management programs, etc.;

B. GENERAL CONDITIONS

8. The proponent shall comply with the requirements of other environmental laws, i.e. Republic Act (RA) 8749 or "The Clean Air Act of 1999", RA 6969 or "Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990", RA 9003 or "Ecological Solid Waste Management Act of 2000" and RA 9275 or "Clean Water Act of 2004", among which are:
 - Secure Permit to Operate Air Pollution Source Control Installations (APSCI) and Discharge Permit Water Pollution Source/Control Facilities (WPSCF)
 - Designate Pollution Control Officer (PCO)
 - Submit quarterly Self Monitoring Report
 - Submit semi-annual Compliance Monitoring Report
 - Register as Hazardous Waste Generator
9. An Abandonment Plan shall be submitted to this Office ninety (90) days prior to the project's abandonment. The plan shall include remediation, clean-up and rehabilitation measures of contaminated areas and proposed alternative project of activity suitable in the area;

10. The proponent shall ensure that multi-chambered septic tank with impermeable high-density linings shall be constructed to serve the facility and siphoning/desludging of the same shall be undertaken. Septage shall be hauled/transported and treated by a third party Licensed Hauler and Treater;
11. Copy of Environmental Compliance Certificate (ECC) shall be posted in a conspicuous area in the project site;
12. The proponent shall conduct quarterly wastewater sampling test for parameters such as BOD, Total Suspended Solids (TSS), Settleable Matter, pH and other applicable parameters. The results of which shall be submitted to EMB Region 03 as part of the Self-Monitoring Report;
13. The proponent shall formulate and implement Information Education Campaign (IEC) programs incorporating recommended environmental management practices through but shall not be limited to various advertising media (i.e., posters, billboards, etc.);
14. Comply with RA 9003 (Ecological Solid Waste Management Act) by implementing the following:
 - a. Provide designated temporary storage area/Materials Recovery Facility for recyclables, electronic wastes, BFLs, batteries and other special waste;
 - b. Provide backyard composting area/facility (if applicable) or proof of collection;
 - c. Provide copy of Contract/MOA with the LGU as hauler and with Contract/MOA with accredited Sanitary Landfill (SLF) for disposal of residual waste; and
 - d. Provide copy of Certificate of Disposal/Treatment issued by accredited Sanitary Landfill (SLF) and Treatment, Storage and Disposal (TSD) Facility operators;
15. That should there be any complaint from the community related to environmental pollution, odor nuisance and sanitation problem brought about by the operation, the proponent shall be held responsible to address such problem;
16. The proponent shall allow inspection or monitoring that will be conducted by this Office anytime in coordination with concerned groups;
17. The proponent shall set-up a Multipartite Monitoring Team (MMT) composed of representatives from the Stakeholders within sixty (60) days from issuance of this Certificate. Likewise, an Environmental Monitoring Fund (EMF) and Environmental Guarantee Fund (EGF) to cover all costs attendant to the operation of the MMT and damages and compensation cost shall be established;

II. RESTRICTIONS

18. Any expansion or modification of the approved project shall be subject to new EIA requirement; and
19. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify this Office within fifteen (15) days as regards to the transfer of ownership.

Non-compliance with any of the provisions of this certificate shall be a sufficient cause for the cancellation or suspension of this certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (50,000.00) for every violation thereof.

OR No. : 2662683
Processing Fee : P 10,00.00
Date : April 16, 2018


PROJECT ASSESSMENT PLANNING TOOL

For the assistance of the Proponent and government agencies concerned in the management of the project and for better coordination in mitigation on the impact of the project on its surrounding areas and to the environment.

By way of recommendation, the following have been taken notice by the undersigned and are forwarding these recommendations to the parties and authorities concerned for proper appreciation and action.

RECOMMENDATIONS TO CONCERNED GOVERNMENT AGENCY/LGUs	CONCERNED GOVERNMENT AGENCIES/ENTITIES
1. Provide proper storm drainage canal, concrete culverts, and other flood control measures to adequately receive and channel the run-off of silt-laden rain water to the nearby receiving body of water.	LGU/Municipal Engineers Office/Proponent
2. Provide segregation, collection, recycling, and disposal mechanism for solid waste.	LGU/Proponent
3. Comply with the Sanitation Code of the Philippines, Labor Code of the Philippines including Occupational Health and Safety Standards and Building Code of the Philippines.	DOH, DOLE- Bureau of Working Condition and Municipal Planning & Development Office / LGU / Proponent
ENVIRONMENTAL PLANNING RECOMMENDATIONS FOR THE PROPONENT	
The following are recommendations for the Proponent for the protection of the project area and the affected environment. It is strongly recommended that the same be strictly complied by the Proponents.	
1. Donate collectible recyclables to the LGU concerned.	
2. Undertake close monitoring by the proponent to maintain a high level of safety & efficiency to immediately address any environmental hazards or change that may take place.	

For dissemination and proper action of the parties concerned.


DENNIS O. CELESTIAL
 Chief, Clearance and Permitting Division


LORMELYN E. CLAUDIO, CESO IV
 Regional Director



Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
ENVIRONMENTAL MANAGEMENT BUREAU
Regional Office No. III, 4/F Mel-Vi Bldg., Olongapo-Gapan Road
Dolores, City of San Fernando, Pampanga
Telefax (045) 861-2361 * 961-5203 * 961-5206

AUG 08 2016

ECC Ref. Code No. III-9708-063-122A
PILMICO ANIMAL NUTRITION CORPORATION
Brgy. Sto. Domingo II, Capas
Tarlac

Dear Sir/ Madam:

This refers to your application for the amendment of the Environmental Compliance Certificate (ECC) for the **expansion of capacity and area of existing Feed Mill Plant** located at Brgy. Sto. Domingo II, Capas, Tarlac.

After satisfying the requirements of the said application, this Office has decided to grant an amended Environmental Compliance Certificate (ECC) to the above-mentioned project with **Agrinet Grains Corporation** as the project proponent.

In issuing this **CERTIFICATE**, it should be understood that the same is a **PLANNING TOOL** and not a **PERMIT**. It is expected that you will diligently secure pertinent **PERMITS/CLEARANCES** from all concerned government agencies.

With the issuance of this ECC, you are expected to implement the measures presented in the submitted Environmental Performance Report and Management Plan (EPRMP), intended to protect and mitigate the project's adverse impacts on community health, welfare and the environment. Environmental considerations shall be incorporated in all phases and aspects of the project. You may proceed with project implementation, after securing all the necessary permits from the pertinent government agencies. This Office will be monitoring the project periodically to ensure your compliance with the stipulations cited in the attached ECC.

Please be guided accordingly.

Very truly yours,

LORMELYN E. CLAUDIO, CESO IV
Regional Director

cc: LGU-Capas, Tarlac
Municipal Engineers Office
Department of Health
Department of Labor and Employment
Municipal Planning and Development Office



ENVIRONMENTAL COMPLIANCE CERTIFICATE
(Issued Under Presidential Decree 1586)
III-9708-063-122A
Amended

THIS IS TO CERTIFY THAT **PILMICO ANIMAL NUTRITION CORPORATION** is granted this Environmental Compliance Certificate (ECC) for the **expansion of capacity and area of existing Feed Mill Plant** located at **Brgy. Sto. Domingo II, Capas, Tarlac**, by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau, Region III.

SUBJECT ONLY to the conditions and restrictions set-out in this ECC and in the attached document labeled as Annex A. Recommendations have been provided in Annex B as guidance to concerned government agencies and local government units for consideration in their decision making.

It shall cover the expansion of existing feed mill plant (Group 2.2.8.b) with an annual production capacity from 110,000 metric tons to 330,000 metric tons covering an area from 3,600 square meters to 59,302 square meters the boundary of which is defined under TCT No. 320959, 97166, 368212 and 367558.

Project Geographical Coordinates/Location:

North Latitude - 15^o19'40.93"
East Longitude - 120^o35'42.16"

This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 30-2003. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this certificate.

Issued at City of San Fernando, Pampanga, this 1 AUG 08 2016

Recommending Approval:


DENNIS O. CELESTIAL
Chief, Clearance and Permitting Division

Approved by:


LORMELYN E. CLAUDIO, CESO IV
Regional Director

SWORN STATEMENT OF OWNER/AUTHORIZED REPRESENTATIVE


I Ismael Fabras, proponent of this Pilmico Animal Nutrition Corp. - Feedmill located in Sta. Domingo II, Capas, Tarlac takes full responsibility in complying with all conditions contained in this Environmental Compliance Commitment (Environmental Compliance Certificate or ECC).


Signature

TIN _____

Subscribed and sworn to before me this SEP 30, 2015 day of _____, 2015, the above-named affiant taking oath presenting Residence Certificate No. _____ issued on _____ 2015 at _____.

Doc. No. 942
Page No. 189
Book No. 90
Series of 2015


NOTARY PUBLIC
BIENVENIDO B. BACANI
Notary Public
Until December 31, 2016
PTR No. 2199426 - 1/4/16
IBP No. 0999463 - 1/4/16
Roll No. 25657
MCLE No. IV-0008753

I. **CONDITIONS**A. **ENVIRONMENTAL MANAGEMENT and MONITORING PLAN (EMMoP)**

1. All mitigating measures in the submitted Environmental Performance Report and Management Plan (EPRMP) shall be implemented;
2. Implement good housekeeping practices to prevent generation of obnoxious odor and proliferation of flies and other vermins in the area;
3. The proponent shall ensure dwelling safety. Likewise, proper stockpiling of feeds shall be observed to avoid hazards in the area;
4. Planting of native tree species shall be undertaken either within the project site and/or in other areas as part of the proponent's social and environmental program. The proponent shall submit to this Office within thirty (30) days from the date of approval of this ECC the Tree/Vegetation Plantation Plan which includes quantities and plant species, area/location and planting strategy and management programs, etc.;

B. **GENERAL CONDITIONS**

5. The proponent shall comply with the requirements of other environmental laws, i.e. Republic Act (RA) 8749 or "The Clean Air Act of 1999" and RA 9003 or "Ecological Solid Waste Management Act of 2000", among which are:
 - Secure Permit to Operate Air Pollution Source Control Installations (APSCI)
 - Designate Pollution Control Officer (PCO)
 - Submit quarterly Self Monitoring Report
 - Submit semi-annual Compliance Monitoring Report
 - Register as Hazardous Waste Generator
6. Copy of Environmental Compliance Certificate (ECC) shall be posted in a conspicuous area in the project site;
7. Ambient Air Sampling for Total Suspended Particulates (TSP), Nitrogen Dioxide (NO₂), Sulfur Dioxide (SO₂) and other applicable parameters shall be undertaken semi-annually. Result of which shall be included in the Self Monitoring Report;
8. The proponent shall construct a Centralized Septage Treatment Facility to treat domestic wastewater and discharges shall be in conformity with the DENR Effluent Standards pursuant to DENR Memorandum Order dated February 10, 2004 and/or shall ensure that individual multi-chambered septic tank shall be constructed to each building, siphoning/desludging of the same shall be undertaken. Septage shall be hauled/transported and treated by a third party Licensed Hauler and Treater;
9. Comply with RA 9003 (Ecological Solid Waste Management Act) in coordination with the Local Government Unit (LGU) by implementing the following:
 - a. The proponent shall establish and institute an ecological solid wastes management system to ensure segregation at source, segregated, collection, temporary storage at the Materials Recovery Facility (MRF) and appropriate disposal of solid and hazardous wastes, waste minimization and other ecological waste management practices;

- b. Construct a Materials Recovery Facility (MRF) with composting system for biodegradable wastes, recyclables and temporary storage area for electronic wastes, busted fluorescent lamps (BFLs), batteries and other special/ hazardous wastes;
 - c. Ensure the proper disposal of solid wastes. As such, provide a copy of Contract/Memorandum of Agreement (MOA) with the Local Government Unit (LGU) as hauler and with Contract /MOA with an accredited Sanitary Landfill (SLF) for disposal of residual wastes;
 - d. Provide copy of Certificate of Disposal/Treatment issued by accredited Sanitary Landfill (SLF) and Treatment, Storage and Disposal (TSD) Facility operators;
10. The proponent shall set up a Multipartite Monitoring Team (MMT) composed of but not limited to representatives from the proponent, concerned Local Government Unit (LGU), and this Office within sixty (60) days upon issuance of this Certificate. Likewise, an Environmental Monitoring Fund (EMF) to cover all costs attendant to the operation of the MMT shall be established;
 11. An Abandonment Plan shall be submitted to this Office ninety (90) days prior to the project's abandonment. The plan shall include remediation, clean-up and rehabilitation measures of contaminated areas and proposed alternative project or activity suitable in the area.
 12. The proponent shall formulate and implement Information Education Campaign (IEC) programs incorporating recommended environmental management practices through but shall not be limited to various advertising media (i.e., posters, billboards, etc).
 13. That should there be any complaint from the community related to environmental pollution, odor nuisance and sanitation problem brought about by the plant's operation, the proponent shall be held responsible to address such problem;
 14. The proponent shall allow inspection or monitoring that will be conducted by this Office anytime in coordination with concerned groups;
 15. This Certificate shall supersede the ECC with Reference Code No. III-9708-063-122A dated September 2, 2009. Original copy of superseded (III-9708-063-122A) shall be surrendered within thirty (30) days upon receipt of this Certificate;

II. RESTRICTIONS

16. Any expansion or modification of the approved project shall be subject to new EIA requirement; and
17. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify this Office within fifteen (15) days as regards to the transfer of ownership.

Non-compliance with any of the provisions of this certificate shall be a sufficient cause for the cancellation or suspension of this certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (50,000.00) for every violation thereof.

O.R. No. : 8012340
 Date : May 4, 2015
 Proposed Fee : P1,200

PROJECT ASSESSMENT PLANNING TOOL

For the assistance of the Proponent and government agencies concerned in the management of the project and for better coordination in mitigation on the impact of the project on its surrounding areas and to the environment.

By way of recommendation, the following have been taken notice by the undersigned and are forwarding these recommendations to the parties and authorities concerned for proper appreciation and action.

RECOMMENDATIONS TO CONCERNED GOVERNMENT AGENCY/LGUs	CONCERNED GOVERNMENT AGENCIES/ENTITIES
1. Provide drainage canal, concrete culverts, and other flood control measures to adequately receive and channel the run-off of silt-laden rain water to the nearby receiving body of water.	Municipal Engineers Office/ Proponent
2. Comply with the Sanitation Code of the Philippines; Labor Code of the Philippines including occupational health and safety standards and Building Code of the Philippines.	DOH, DOLE- Bureau of Working Condition, Municipal Planning and DevtOffice / LGU/ Proponent
3. Provide firefighting equipment, etc.	BFP
4. Provide segregation, collection, recycling & disposal mechanism for solid waste.	LGU /Proponent
ENVIRONMENTAL PLANNING RECOMMENDATIONS FOR THE PROPONENT	
The following are recommendations for the Proponent for the protection of the project area and the affected environment. It is strongly recommended that the same be strictly complied by the Proponents.	
1. Undertake close monitoring to maintain a high level of safety & efficiency and to immediately address any environmental hazards or change that may take place.	
2. Implement measures for efficient use of energy and other resources.	
3. Donate collectible recyclables to LGU concerned.	

For dissemination and proper action of the parties concerned.


DENNIS O. CELESTIAL
Chief, Clearance and Permitting Division


LORMELYN E. CLAUDIO, CESO IV
Regional Director



Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
ENVIRONMENTAL MANAGEMENT BUREAU

Regional Office No. III, Turquoise Street, Zone 2, Ramar Village, San Agustin

City of San Fernando, Pampanga

Tel. Nos. (045) 455-3316, 455-3080, 455-4340

402-5071, 402-5073, 402-5074

ENVIRONMENTAL COMPLIANCE CERTIFICATE
(Issued under Presidential Decree 1586)
R03-10112017-4261
Amended

THIS IS TO CERTIFY THAT **PILMICO ANIMAL NUTRITION CORPORATION** is granted this amended Environmental Compliance Certificate (ECC) for the existing **Pelletizing Plant** previously issued to **Agro-Trade Integrated Ventures Corporation** located at **Brgy. Sto. Tomas, Sta. Maria, Bulacan**, by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau, Region III.

SUBJECT ONLY to the conditions and restrictions set-out in this ECC and in the attached document labeled as Annex A. Recommendations have been provided in Annex B as guidance to concerned government agencies and local government units for consideration in their decision making.

It shall cover the operation of a Pelletizing Plant (Group 2.2.8b) with a production capacity of 10 metric tons per hour covering an area of 5,189 square meters the boundary of which is defined under TCT No. 040-2016011542.

Project Geographical Coordinates/Location:

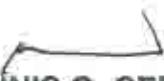
North Latitude - 14° 48" 32'

East Longitude - 120° 57" 18'

This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 30-2003. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this certificate.

Issued at City of San Fernando, Pampanga, this JAN 25 2019

Recommending Approval


ENGR. DENNIS O. CELESTIAL
Chief, Clearance and Permitting Division

Approved by:


LORMELYN E. CLAUDIO, CESO IV
Regional Director

Page 1 of 5

R03-10112017-4261

Pelletizing Plant

PILMICO ANIMAL NUTRITION CORPORATION

"The Earth is the Lord's and all that is in it (Psalm 24:1)

...Let's be good stewards!"

SWORN STATEMENT OF OWNER/AUTHORIZED REPRESENTATIVE

I HERNANDEZ F. DEL ROSARIO, proponent of this PILMICO ANIMAL NUTRITION CORPORATION located in STO. TOMAS STA. MARIA BULACAN takes full responsibility in complying with all conditions contained in this Environmental Compliance Commitment (Environmental Compliance Certificate or ECC).

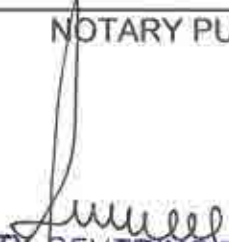


Signature

TIN _____

Subscribed and sworn to before me this FEB 22 2019 day of _____ 2018, the above-named affiant taking oath presenting Residence Certificate No. _____ issued on _____ 2018 at _____.

NOTARY PUBLIC


ATTY. SEVERINO T. SANTOS
Notary Public
Until December 31, 2019
PTR No. 87861211 / 1-8-19
IBP No. 1078150 / 1-3-19
City of San Fernando (P)
TIN - 139-044-704 Roll No. 19182

Doc. No. 51
Page No. 11
Book No. 50
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I. CONDITIONS**A. ENVIRONMENTAL MANAGEMENT and MONITORING PLAN (EMMoP)**

1. All mitigating measures in the submitted Environmental Impact Statement (EIS) shall be implemented;
2. Implement proper housekeeping practices to prevent generation of obnoxious odor and proliferation of flies in the project area and adjacent vicinities;
3. Ensure that no wastes shall be burned in the area and that ecological waste management measures such as waste segregation, minimization, re-use, composting, etc., are implemented;
4. The proponent shall ensure dwelling safety. Likewise, proper stockpiling of products shall be observed to avoid hazards in the area;
5. Planting of tree species shall be undertaken either within the project site and/or in other areas as part of the proponent's social and environmental program. The proponent shall submit to this Office within thirty (30) days from the date of approval of this ECC the Tree/Vegetation Plantation Plan which includes quantities and plant species, area/location and planting strategy and management programs, etc.;

B. GENERAL CONDITIONS

6. The proponent shall comply with the requirements of other environmental laws, i.e. Republic Act (RA) 8749 or "The Clean Air Act of 1999", RA 6969 or "Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990", RA 9003 or "Ecological Solid Waste Management Act of 2000" and RA 9275 or "Clean Water Act of 2004", among which are:
 - Secure Permit to Operate Air Pollution Source Control Installations (APSCI)
 - Designate Pollution Control Officer (PCO)
 - Submit quarterly Self Monitoring Report
 - Submit semi-annual Compliance Monitoring Report
 - Register as Hazardous Waste Generator
7. An Abandonment Plan shall be submitted to this Office ninety (90) days prior to the project's abandonment. The plan shall include remediation, clean-up and rehabilitation measures of contaminated areas and proposed alternative project of activity suitable in the area;
8. The proponent shall ensure that multi-chambered septic tank with impermeable high-density linings shall be constructed to serve the facility and siphoning/desludging of the same shall be undertaken. Septage shall be hauled/transported and treated by a third party Licensed Hauler and Treater;
9. Copy of Environmental Compliance Certificate (ECC) shall be posted in a conspicuous area in the project site;

10. The proponent shall formulate and implement Information Education Campaign (IEC) programs incorporating recommended environmental management practices through but shall not be limited to various advertising media (i.e., posters, billboards, etc.);
11. Comply with RA 9003 (Ecological Solid Waste Management Act) by implementing the following:
 - a. Provide designated temporary storage area/Material Recovery Facility for recyclables, electronic wastes, BFLs, batteries and other special waste;
 - b. Provide backyard composting area/facility (if applicable) or proof of collection;
 - c. Provide copy of Contract/MOA with the LGU as hauler and with Contract/MOA with accredited Sanitary Landfill (SLF) for disposal of residual waste; and
 - d. Provide copy of Certificate of Disposal/Treatment issued by accredited Sanitary Landfill (SLF) and Treatment, Storage and Disposal (TSD) Facility operators;
12. That should there be any complaint from the community related to environmental pollution, odor nuisance and sanitation problem brought about by the plant's operation, the proponent shall be held responsible to address such problem;
13. The proponent shall allow inspection or monitoring that will be conducted by this Office anytime in coordination with concerned groups;
14. The proponent shall conduct semi-annual Ambient Air Sampling Tests for Total Suspended Particulates (TSP) and other applicable parameters (air). Result of which shall be included in the Self-Monitoring Report;
15. This Certificate shall supersede the ECC with Reference No. R03-10112017-4261 dated 20 October 2017. Original copy of the superseded ECC (R03-10112017-4261) shall be surrendered within thirty (30) days upon receipt of this Certificate;

II. RESTRICTIONS

16. Any expansion or modification of the approved project shall be subject to new EIA requirement; and
17. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify this Office within fifteen (15) days as regards to the transfer of ownership.

Non-compliance with any of the provisions of this certificate shall be a sufficient cause for the cancellation or suspension of this certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (50,000.00) for every violation thereof.

OR No. : 2305615
 Processing Fee : Php 1,000.00
 Date : November 12, 2018

PROJECT ASSESSMENT PLANNING TOOL

For the assistance of the Proponent and government agencies concerned in the management of the project and for better coordination in mitigation on the impact of the project on its surrounding areas and to the environment.

By way of recommendation, the following have been taken notice by the undersigned and are forwarding these recommendations to the parties and authorities concerned for proper appreciation and action.

RECOMMENDATIONS TO CONCERNED GOVERNMENT AGENCY/LGUs	CONCERNED GOVERNMENT AGENCIES/ENTITIES
1. Provide proper storm drainage canal, concrete culverts, and other flood control measures to adequately receive and channel the run-off of silt-laden rain water to the nearby receiving body of water.	LGU/Municipal Engineers Office/Proponent
2. Provide segregation, collection, recycling, and disposal mechanism for solid waste.	LGU/Proponent
3. Comply with the Sanitation Code of the Philippines, Labor Code of the Philippines including Occupational Health and Safety Standards and Building Code of the Philippines.	DOH, DOLE- Bureau of Working Condition and Municipal Planning & Development Office / LGU / Proponent
ENVIRONMENTAL PLANNING RECOMMENDATIONS FOR THE PROPONENT	
The following are recommendations for the Proponent for the protection of the project area and the affected environment. It is strongly recommended that the same be strictly complied by the Proponents.	
1. Donate collectible recyclables to the LGU concerned.	
2. Undertake close monitoring to maintain high level of safety and efficiency and to immediately address any environmental hazards or change that may take place.	
3. Undertake close monitoring by the proponent to maintain a high level of safety & efficiency to immediately address any environmental hazards or change that may take place.	

For dissemination and proper action of the parties concerned.

ENGR. DENNIS O. CELESTIAL
Chief, Clearance and Permitting Division

LORMELYN E. CLAUDIO, CESO IV
Regional Director



Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
ENVIRONMENTAL MANAGEMENT BUREAU
Regional Office No. III, Turquoise Street, Zone 2, Ramar Village, San Agustin
City of San Fernando, Pampanga
Tel. Nos. (045) 455-3316, 455-3080, 455-4340

AUG 03 2016

ECC Ref. Code No. R03-07262016-3916
PILMICO ANIMAL NUTRITION CORPORATION
Brgy. Armenia, Tarlac City, Tarlac

Dear Sir/ Madam,

This refers to your application for an Environmental Compliance Certificate (ECC) for the proposed **Swine Growing-Finishing Farm 9 and Farm 10 Project** located at Brgy. Armenia, Tarlac City, Tarlac

After satisfying the requirements of the said application, this Office has decided to grant an Environmental Compliance Certificate (ECC) to the above-mentioned project.

In issuing this **CERTIFICATE**, it is expected that you will diligently secure pertinent **PERMITS/CLEARANCES** from all concerned government agencies.

With the issuance of this ECC, you are expected to implement the measures presented in the Environmental Impact Statement (EIS) Study, intended to protect and mitigate the project's adverse impacts on community health, welfare and the environment. Environmental considerations shall be incorporated in all phases and aspects of the project. You may proceed with the project implementation after securing all the necessary permits from other pertinent government agencies. This Office will be monitoring the project periodically to ensure your compliance with stipulations cited in the attached ECC.

Please be guided accordingly.

Very truly yours,


LORMELYN E. CLAUDIO, CESO IV
Regional Director

Cc: Department of Health (DOH)
DOLE- Bureau of Working Condition
Housing and Land Use Regulatory Board (HLURB)
LGU- Tarlac City, Tarlac
City Engineers Office/ City Planning Development Office

*"The Earth is the Lord's and all that is in it (Psalm 24:1)
... Let's be good stewards!"*

SWORN STATEMENT OF OWNER/AUTHORIZED REPRESENTATIVE

I Ismael Fabros, proponent of this Pilmico Swine Growing-Finishing Farm 9/10 located in Acmeria, Tardac City takes full responsibility in complying with all conditions contained in this Environmental Compliance Commitment (Environmental Compliance Certificate or ECC).

Ismael Fabros 08/26/16
Signature

TIN _____

AUG 26 2016

Subscribed and sworn to before me this _____ day of _____, 2016, the above-named affiant taking oath presenting Residence Certificate No. _____ issued on _____ 2016 at _____.

NOTARY PUBLIC

BENVENIDO B. BACANI
Notary Public
Until December 31, 2016
PTR No. 2199426 - 1/4/16
IBP No. 0999463 - 1/4/16
Roll No. 25657
MCLE No. IV-0008753

Doc. No. 828
Page No. 166
Book No. XXXIX
Series of 2016

I. CONDITIONS

A. ENVIRONMENTAL MANAGEMENT and MONITORING PLAN (EMMoP)

1. All mitigating measures in the submitted Environmental Impact Statement (EIS) Study shall be implemented;
2. Conduct an effective Information, Education and Communication (IEC) Program to inform and educate all stakeholders, especially its contractors, workers, and local residents about the mitigating measures embodied in its IEEC, the conditions stipulated in this Certificate and the environmental and human safety features of the project for greater awareness, understanding and sustained acceptance of the project. The program shall be submitted to EMB Regional Office on an annual basis;
3. Implement proper housekeeping practices to prevent generation of obnoxious odor and proliferation of flies in the project area and adjacent vicinities;
4. Planting of native tree species shall be undertaken either within the project site and/or in other areas as part of the proponent's social and environmental program. A Tree/Vegetation Plantation Plan shall be submitted to this Office within thirty (30) days from the date of approval of this ECC which includes quantities and plant species, area/location and planting strategy and management programs, etc.;
5. Ensure that no wastes shall be burned in the area and that ecological waste management measures such as waste minimization, segregation, re-use, and other ecological waste management practices shall be implemented;
6. Implement a Comprehensive Social Development Program (SDP) and submit a separate report together with the Compliance Monitoring Report (CMR) to the EMB RO on a semi-annual basis;
7. The proponent shall construct and operate its Wastewater Treatment Facility (WTF) effectively to ensure compliance with the effluent standards of the DENR. The WTF shall be installed/provided with appropriate impermeable high density linings to prevent groundwater contamination;
8. Provide an accessible walk-way leading to the WTF or effluent outfall area and the periphery of the project site for easy conduct of monitoring and water sampling;
9. Mortality pit shall be provided with adequate lining to prevent contamination of groundwater;
10. The proponent shall establish a vegetative buffer zone/green area of sufficient width along the perimeter line of the livestock farm and the same shall be planted with fragrant and appropriate species to minimize the impact of odor and noise nuisance to the surrounding areas/communities;

B. GENERAL CONDITIONS

11. The proponent shall comply with the requirements of other environmental laws, i.e. Republic Act (RA) 8749 or "The Clean Air Act of 1999", RA 6969 or "Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990", RA 9003 or "Ecological Solid Waste Management Act of 2000" and RA 9275 or "Clean Water Act of 2004", among which are:
 - Secure Permit to Operate Air Pollution Source Control Installations (APSCI) and Discharge Permit Water Pollution Source/Control Facilities (WPSCF)
 - Designate Pollution Control Officer (PCO)
 - Submit quarterly Self Monitoring Report
 - Submit Semi-annual Compliance Monitoring Report (CMR)
 - Register as Hazardous Waste Generator
12. The proponent shall ensure that multi-chambered septic tank with appropriate impermeable high density linings shall be properly constructed to serve the facility and siphoning/desludging of the same shall be undertaken. Septage shall be hauled/transported and treated by a third party Licensed Hauler and Treater.
13. Comply with RA 9003 (Ecological Solid Waste Management Act) in coordination with the Local Government Unit (LGU) by implementing the following:
 - a. The proponent shall establish and institute an ecological solid wastes management system to ensure segregation at source, segregated, collection, temporary storage at the Materials Recovery Facility (MRF) and appropriate disposal of solid and hazardous wastes, waste minimization and other ecological waste management practices;
 - b. Construct a Materials Recovery Facility (MRF) with composting system for biodegradable wastes, recyclables and temporary storage area for electronic wastes, busted fluorescent lamps (BFLs), batteries and other special/ hazardous wastes;
 - c. Ensure the proper disposal of solid wastes. As such, provide a copy of Contract/Memorandum of Agreement (MOA) with the Local Government Unit (LGU) as hauler and with Contract /MOA with an accredited Sanitary Landfill (SLF) for disposal of residual wastes;
 - d. Provide copy of Certificate of Disposal/Treatment issued by accredited Sanitary Landfill (SLF) and Treatment, Storage and Disposal (TSD) Facility operators;
14. Copy of Environmental Compliance Certificate (ECC) shall be posted in a conspicuous area in the project site;
15. An Abandonment Plan shall be submitted to this Office ninety (90) days prior to the project's abandonment. The plan shall include remediation, clean-up and rehabilitation measures of contaminated areas and proposed alternative project or activity suitable in the area;

16. The proponent shall conduct quarterly water sampling for the receiving waterbody and influent for parameters such as BOD, Total Suspended Solids (TSS), Settleable Matter, pH and other application parameters and results of which shall be submitted to EMB Region 3 as part of the Self Monitoring Report (SMR);
17. The proponent shall set-up a Multipartite Monitoring Team (MMT) composed of representatives from Local Government Units (Municipal and Barangay Level), Non-Governmental Organization (NGO)/PO's, DENR Region 3 PENRO/CENRO and this Office. Likewise, an Environmental Monitoring Fund (EMF) to cover all costs attendant to the operations of the MMT shall be established including orientation of MMT members of the project and submission of Compliance Monitoring and Validation Report (CMVR) quarterly;
18. That should there be any complaint from the community related to environmental pollution, odor nuisance and sanitation problem brought about by the poultry farm's operation, the proponent shall be held responsible to address such problem;
19. The proponent shall allow inspection or monitoring that will be conducted by this Office anytime in coordination with concerned groups;

II. RESTRICTIONS

20. Any expansion or modification of the approved project shall be subject to new EIA requirement;
21. No cutting of trees shall be undertaken without first securing Permit to Cut from the DENR-Forest Management Service, Region III. Likewise, Inventory of Trees to be cut shall be submitted to this Office; and
22. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify this Office within fifteen (15) days as regards to the transfer of ownership.

Non-compliance with any of the provisions of this certificate shall be a sufficient cause for the cancellation or suspension of this certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (50,000.00) for every violation thereof.

OR No : 8026159/ 8026460
 Proposed fee : 300/ 3,700
 Date : June 20, 2016/ July 19, 2016

PROJECT ASSESSMENT PLANNING TOOL

This is for the assistance of the Proponent and government agencies concerned in the management of the project and for better coordination in mitigation on the impact of the project on its surrounding areas and to the environment.

By way of recommendation, the following have been taken notice by the undersigned and are forwarding these recommendations to the parties and authorities concerned for proper appreciation and action.


RECOMMENDATIONS TO CONCERNED GOVERNMENT AGENCIES/LGUs	CONCERNED GOVERNMENT AGENCIES/ENTITIES
1. Provide storm drainage canal, concrete culverts, and other flood control measures to adequately receive and channel the run-off of silt-laden rain water to the nearby receiving body of water.	Municipal Engineers Office/ Proponent
2. Provide segregation, collection, recycling, and disposal mechanism for solid waste.	LGU/Proponent
3. Comply with the Sanitation Code of the Philippines, Labor Code of the Philippines including Occupational Health and Safety Standards and Building Code of the Philippines.	DOH, DOLE- Bureau of Working Condition and Municipal Planning & Devt. Office / LGU / Proponent
4. Observe and protect legal easement along rivers and creeks i.e. establishment of linear park along the easement, construction of boundary wall to prevent encroachment of the required legal easement of adjacent creek/river and regular clean-up and desilting of adjacent creek/river to prevent clogging.	HLURB/LGU/Proponent

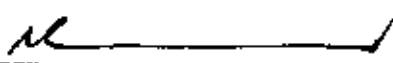
ENVIRONMENTAL PLANNING RECOMMENDATIONS FOR THE PROPONENT

The following are recommendations for the Proponent for the protection of the project area and the affected environment. It is strongly recommended that the same be strictly complied by the Proponents.

1. Ensure efficient use of energy and other resources, i.e. rainwater collecting reservoir, pressure cleaners, nozzles, scrapper systems, automatic drinking system, use of partially/fully elevated slatted floorings, ect.
2. Ensure that the best available technologies shall be adopted and promote the use of renewable energy, i.e. solar cell panel, solid/liquid separator, biogas digester with methane recovery, tunnel ventilated pig buildings to minimize use of water, prevent obnoxious odor and flies and ensure compliance with the effluent standards.
3. Donate collectible recyclables to the LGU concerned
4. Undertake close monitoring to maintain a high level of safety & efficiency to immediately address any environmental hazards or change that may take place.
5. Formulate and implement mitigating measures in the submitted EMP to include the regular and proper cleaning of the area, using disinfectants to prevent proliferation of flies, proper collection of pig manure and proper disposal of dead pigs.

For dissemination and proper action of the parties concerned.


DENNIS O. CELESTIAL
 Chief, Clearance and Permitting Division


LORMELYN E. CLAUDIO, CESO IV
 Regional Director



ENVIRONMENTAL COMPLIANCE CERTIFICATE
(Issued under Presidential Decree 1586)
R03-1203-0103
Amended

THIS IS TO CERTIFY THAT **PILMICO ANIMAL NUTRITION CORPORATION** is granted this amended Environmental Compliance Certificate (ECC) for the **expansion of the existing Swine Growing-Finishing Farm 1 Project** located at **Sitio Pitong Gatang, Brgy. Cutcut II, Capas, Tarlac**, by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau, Region III.

SUBJECT ONLY to the conditions and restrictions set-out in this ECC and in the attached document labeled as Annex A. Recommendations have been provided in Annex B as guidance to concerned government agencies and local government units for consideration in their decision making.

It shall cover the operation of a swine growing-finishing farm (Group 2.2.7a) in an area of 149,300 square meters with the following components:

- Total population capacity from 7,200 heads to 9,460 heads
- From Nine (9) pig buildings to eleven (11) pig buildings

Project Geographical Coordinates/Location:

North Latitude - 15° 18' 23.24"
East Longitude - 120° 32' 14.45"

This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 30-2003. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this certificate.

Issued at City of San Fernando, Pampanga, this APR 03 2018

Recommending Approval


DENNIS O. CELESTIAL
Chief, Clearance and Permitting Division

Approved by:


LORMELYN E. CLAUDIO, CESO IV
Regional Director

SWORN STATEMENT OF OWNER/AUTHORIZED REPRESENTATIVE

I CHRISTY M. CAMERON, proponent of this SWINE GROWING-FINISHING FARM EXPANSION PROJECT located in BIGY, CUTECH II, CAPAS, TARLAC takes full responsibility in complying with all conditions contained in this Environmental Compliance Commitment (Environmental Compliance Certificate or ECC).



Signature

TIN 005-233-082-000

Subscribed and sworn to before me this APR 27 2018 day of _____ 2018, the above-named affiant taking oath presenting Residence Certificate No. _____ issued on _____ 2018 at _____.

NOTARY PUBLIC


ATTY BIENVENIDO B. BACANI
Notary Public
Until December 31, 2019
PTR No. 896/S22-1/3/18
IBP No. 1086716-1/3/18
Roll No. 25657
MCLE No. V-0006353-2/23/15

Doc. No. 321
Page No. 65
Book No. 54
Series of 2018

I. CONDITIONS**A. ENVIRONMENTAL MANAGEMENT and MONITORING PLAN (EMMoP)**

1. All mitigating measures in the submitted Environmental Performance Report and Management Plan (EPRMP) shall be implemented;
2. Implement proper housekeeping practices to prevent generation of obnoxious odor and proliferation of flies in the project area and adjacent vicinities;
3. Ensure that no wastes shall be burned in the area and that ecological waste management measures such as waste segregation, minimization, re-use, composting, etc., are implemented;
4. The proponent shall construct and operate its Wastewater Treatment Facility (WTF) effectively to ensure compliance with the effluent standards of the DENR. The WTF shall be installed/provided with appropriate impermeable high density linings to prevent groundwater contamination;
5. Provide an accessible walkway leading to the WTF or effluent outfall area and the periphery of the project site for easy conduct of monitoring and water sampling;
6. Mortality pit shall be provided with adequate lining to prevent contamination of groundwater;
7. Planting of tree species shall be undertaken either within the project site and/or in other areas as part of the proponent's social and environmental program. The proponent shall submit to this Office within thirty (30) days from the date of approval of this ECC the Tree/Vegetation Plantation Plan which includes quantities and plant species, area/location and planting strategy and management programs, etc.;

B. GENERAL CONDITIONS

8. The proponent shall comply with the requirements of other environmental laws, i.e. Republic Act (RA) 8749 or "The Clean Air Act of 1999", RA 6969 or "Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990", RA 9003 or "Ecological Solid Waste Management Act of 2000" and RA 9275 or "Clean Water Act of 2004", among which are:
 - Secure Permit to Operate Air Pollution Source Control Installations (APSCI) and Discharge Permit Water Pollution Source/Control Facilities (WPSCF)
 - Designate Pollution Control Officer (PCO)
 - Submit quarterly Self Monitoring Report
 - Submit semi-annual Compliance Monitoring Report
 - Register as Hazardous Waste Generator
9. An Abandonment Plan shall be submitted to this Office ninety (90) days prior to the project's abandonment. The plan shall include remediation, clean-up and rehabilitation measures of contaminated areas and proposed alternative project of activity suitable in the area;

10. The proponent shall ensure that multi-chambered septic tank with impermeable high density linings shall be constructed to serve the facility and siphoning/desludging of the same shall be undertaken. Septage shall be hauled/transported and treated by a third party Licensed Hauler and Treater;
11. Copy of Environmental Compliance Certificate (ECC) shall be posted in a conspicuous area in the project site;
12. The proponent shall conduct quarterly wastewater sampling test for parameters such as BOD, Total Suspended Solids (TSS), Settleable Matter, pH and other applicable parameters. The results of which shall be submitted to EMB Region 03 as part of the Self-Monitoring Report;
13. The proponent shall formulate and implement Information Education Campaign (IEC) programs incorporating recommended environmental management practices through but shall not be limited to various advertising media (i.e., posters, billboards, etc.);
14. Comply with RA 9003 (Ecological Solid Waste Management Act) by implementing the following:
 - a. Provide designated temporary storage area/Material Recovery Facility for recyclables, electronic wastes, BFLs, batteries and other special waste;
 - b. Provide backyard composting area/facility (if applicable) or proof of collection;
 - c. Provide copy of Contract/MOA with the LGU as hauler and with Contract/MOA with accredited Sanitary Landfill (SLF) for disposal of residual waste; and
 - d. Provide copy of Certificate of Disposal/Treatment issued by accredited Sanitary Landfill (SLF) and Treatment, Storage and Disposal (TSD) Facility operators;
15. That should there be any complaint from the community related to environmental pollution, odor nuisance and sanitation problem brought about by the operation, the proponent shall be held responsible to address such problem;
16. The proponent shall allow inspection or monitoring that will be conducted by this Office anytime in coordination with concerned groups;
17. The proponent shall set-up a Multipartite Monitoring Team (MMT) composed of representatives from the Stakeholders within sixty (60) days from issuance of this Certificate. Likewise, an Environmental Monitoring Fund (EMF) and Environmental Guarantee Fund (EGF) to cover all costs attendant to the operation of the MMT and damages and compensation cost shall be established;
18. This Certificate shall supersede the ECC with Reference No. R03-1203-0103 dated July 04, 2012. Original copy of the superseded ECC (R03-1203-0103) shall be surrendered within thirty (30) days upon receipt of this Certificate;

II. RESTRICTIONS

19. Any expansion or modification of the approved project shall be subject to new EIA requirement; and
20. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify this Office within fifteen (15) days as regards to the transfer of ownership.

Non-compliance with any of the provisions of this certificate shall be a sufficient cause for the cancellation or suspension of this certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (50,000.00) for every violation thereof.

OR No. : 2662424
Processing Fee : P 2,000.00
Date : March 12, 2018

PROJECT ASSESSMENT PLANNING TOOL

For the assistance of the Proponent and government agencies concerned in the management of the project and for better coordination in mitigation on the impact of the project on its surrounding areas and to the environment.

By way of recommendation, the following have been taken notice by the undersigned and are forwarding these recommendations to the parties and authorities concerned for proper appreciation and action.

RECOMMENDATIONS TO CONCERNED GOVERNMENT AGENCY/LGUs	CONCERNED GOVERNMENT AGENCIES/ENTITIES
1. Provide proper storm drainage canal, concrete culverts, and other flood control measures to adequately receive and channel the run-off of silt-laden rain water to the nearby receiving body of water.	LGU/Municipal Engineers Office/Proponent
2. Provide segregation, collection, recycling, and disposal mechanism for solid waste.	LGU/Proponent
3. Comply with the Sanitation Code of the Philippines, Labor Code of the Philippines including Occupational Health and Safety Standards and Building Code of the Philippines.	DOH, DOLE- Bureau of Working Condition and Municipal Planning & Development Office / LGU / Proponent
ENVIRONMENTAL PLANNING RECOMMENDATIONS FOR THE PROPONENT	
The following are recommendations for the Proponent for the protection of the project area and the affected environment. It is strongly recommended that the same be strictly complied by the Proponents.	
1. Donate collectible recyclables to the LGU concerned.	
2. Undertake close monitoring by the proponent to maintain a high level of safety & efficiency to immediately address any environmental hazards or change that may take place.	

For dissemination and proper action of the parties concerned.

DENNIS O. CELESTIAL
Chief, Clearance and Permitting Division


LORMELYN E. CLAUDIO, CESO IV
Regional Director



ENVIRONMENTAL COMPLIANCE CERTIFICATE
(Issued under Presidential Decree 1586)
III-9805-009-116A
Amended

THIS IS TO CERTIFY THAT **PILMICO ANIMAL NUTRITION CORPORATION** is granted this amended Environmental Compliance Certificate (ECC) for the **existing Swine Growing-Finishing Farm 2 previously Livestock (Finishing Farm) Project** located at **Brgy. Cutcut II, Capas, Tarlac**, by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau, Region III.

SUBJECT ONLY to the conditions and restrictions set-out in this ECC and in the attached document labeled as Annex A. Recommendations have been provided in Annex B as guidance to concerned government agencies and local government units for consideration in their decision making.

It shall cover the operation of a swine growing-finishing farm (Group 2.2.7a) in an area of 140,000 square meters with the following components:

- Total population capacity from 7,680 heads to 12,500 heads
- Ten (10) pig buildings

Project Geographical Coordinates/Location:

North Latitude - 15° 18' 22.36"
East Longitude - 120° 32' 40.54"

This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 30-2003. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this certificate.

Issued at City of San Fernando, Pampanga, this APR 03 2018

Recommending Approval

DENNIS O. CELESTIAL
Chief, Clearance and Permitting Division

Approved by:


LORMELYN E. CLAUDIO, CESO IV
Regional Director

SWORN STATEMENT OF OWNER/AUTHORIZED REPRESENTATIVE

I CHRISTY R. GANIBAN, proponent of this SWINE-GROWING FINISHING FARM EXPANSION PROJECT located in BRGY. CUTCHUT II, CAPAS, TAVAGAN takes full responsibility in complying with all conditions contained in this Environmental Compliance Commitment (Environmental Compliance Certificate or ECC).



Signature

TIN 004-238-032-070

Subscribed and sworn to before me this APR 3 2018 2018, the above-named affiant taking oath presenting Residence Certificate No. _____ issued on _____ 2018 at _____.

NOTARY PUBLIC



ATTY. BIENVENIDO B. BACANI
Notary Public
Until December 31, 2019
PTR No. 8967522-1/3/18
IBP No. 1086716-1/3/18
Roll No. 25657
MCLE No. V-0005353-2/23/15

Doc. No. 322
Page No. 65
Book No. 54
Series of 2018

I. CONDITIONS

A. ENVIRONMENTAL MANAGEMENT and MONITORING PLAN (EMMoP)

1. All mitigating measures in the submitted Environmental Performance Report and Management Plan (EPRMP) shall be implemented;
2. Implement proper housekeeping practices to prevent generation of obnoxious odor and proliferation of flies in the project area and adjacent vicinities;
3. Ensure that no wastes shall be burned in the area and that ecological waste management measures such as waste segregation, minimization, re-use, compositing, etc., are implemented;
4. The proponent shall construct and operate its Wastewater Treatment Facility (WTF) effectively to ensure compliance with the effluent standards of the DENR. The WTF shall be installed/provided with appropriate impermeable high density linings to prevent groundwater contamination;
5. Provide an accessible walkway leading to the WTF or effluent outfall area and the periphery of the project site for easy conduct of monitoring and water sampling;
6. Mortality pit shall be provided with adequate lining to prevent contamination of groundwater;
7. Planting of tree species shall be undertaken either within the project site and/or in other areas as part of the proponent's social and environmental program. The proponent shall submit to this Office within thirty (30) days from the date of approval of this ECC the Tree/Vegetation Plantation Plan which includes quantities and plant species, area/location and planting strategy and management programs, etc.;

B. GENERAL CONDITIONS

8. The proponent shall comply with the requirements of other environmental laws, i.e. Republic Act (RA) 8749 or "The Clean Air Act of 1999", RA 6969 or "Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990", RA 9003 or "Ecological Solid Waste Management Act of 2000" and RA 9275 or "Clean Water Act of 2004", among which are:
 - Secure Permit to Operate Air Pollution Source Control Installations (APSCI) and Discharge Permit Water Pollution Source/Control Facilities (WPSCF)
 - Designate Pollution Control Officer (PCO)
 - Submit quarterly Self Monitoring Report
 - Submit semi-annual Compliance Monitoring Report
 - Register as Hazardous Waste Generator
9. An Abandonment Plan shall be submitted to this Office ninety (90) days prior to the project's abandonment. The plan shall include remediation, clean-up and rehabilitation measures of contaminated areas and proposed alternative project of activity suitable in the area;

10. The proponent shall ensure that multi-chambered septic tank with impermeable high density linings shall be constructed to serve the facility and siphoning/desludging of the same shall be undertaken. Septage shall be hauled/transported and treated by a third party Licensed Hauler and Treater;
11. Copy of Environmental Compliance Certificate (ECC) shall be posted in a conspicuous area in the project site;
12. The proponent shall conduct quarterly wastewater sampling test for parameters such as BOD, Total Suspended Solids (TSS), Settleable Matter, pH and other applicable parameters. The results of which shall be submitted to EMB Region 03 as part of the Self-Monitoring Report;
13. The proponent shall formulate and implement Information Education Campaign (IEC) programs incorporating recommended environmental management practices through but shall not be limited to various advertising media (i.e., posters, billboards, etc.);
14. Comply with RA 9003 (Ecological Solid Waste Management Act) by implementing the following:
 - a. Provide designated temporary storage area/Material Recovery Facility for recyclables, electronic wastes, BFLs, batteries and other special waste;
 - b. Provide backyard composting area/facility (if applicable) or proof of collection;
 - c. Provide copy of Contract/MOA with the LGU as hauler and with Contract/MOA with accredited Sanitary Landfill (SLF) for disposal of residual waste; and
 - d. Provide copy of Certificate of Disposal/Treatment issued by accredited Sanitary Landfill (SLF) and Treatment, Storage and Disposal (TSD) Facility operators;
15. That should there be any complaint from the community related to environmental pollution, odor nuisance and sanitation problem brought about by the operation, the proponent shall be held responsible to address such problem;
16. The proponent shall allow inspection or monitoring that will be conducted by this Office anytime in coordination with concerned groups;
17. The proponent shall set-up a Multipartite Monitoring Team (MMT) composed of representatives from the Stakeholders within sixty (60) days from issuance of this Certificate. Likewise, an Environmental Monitoring Fund (EMF) and Environmental Guarantee Fund (EGF) to cover all costs attendant to the operation of the MMT and damages and compensation cost shall be established;
18. This Certificate shall supersede the ECC with Reference No. III-9805-009-116A dated July 04, 2012. Original copy of the superseded ECC (III-9805-009-116A) shall be surrendered within thirty (30) days upon receipt of this Certificate;

PROJECT ASSESSMENT PLANNING TOOL

For the assistance of the Proponent and government agencies concerned in the management of the project and for better coordination in mitigation on the impact of the project on its surrounding areas and to the environment.

By way of recommendation, the following have been taken notice by the undersigned and are forwarding these recommendations to the parties and authorities concerned for proper appreciation and action.

RECOMMENDATIONS TO CONCERNED GOVERNMENT AGENCY/LGUs	CONCERNED GOVERNMENT AGENCIES/ENTITIES
1. Provide proper storm drainage canal, concrete culverts, and other flood control measures to adequately receive and channel the run-off of silt-laden rain water to the nearby receiving body of water.	LGU/Municipal Engineers Office/Proponent
2. Provide segregation, collection, recycling, and disposal mechanism for solid waste.	LGU/Proponent
3. Comply with the Sanitation Code of the Philippines, Labor Code of the Philippines including Occupational Health and Safety Standards and Building Code of the Philippines.	DOH, DOLE- Bureau of Working Condition and Municipal Planning & Development Office / LGU / Proponent
ENVIRONMENTAL PLANNING RECOMMENDATIONS FOR THE PROPONENT	
The following are recommendations for the Proponent for the protection of the project area and the affected environment. It is strongly recommended that the same be strictly complied by the Proponents.	
1. Donate collectible recyclables to the LGU concerned.	
2. Undertake close monitoring by the proponent to maintain a high level of safety & efficiency to immediately address any environmental hazards or change that may take place.	

For dissemination and proper action of the parties concerned.

DENNIS O. CELESTIAL
Chief, Clearance and Permitting Division


LORMELYN E. CLAUDIO, CESO IV
Regional Director



Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
ENVIRONMENTAL MANAGEMENT BUREAU
Regional Office No. III, Turquoise Street, Zone 2, Ramar Village, San Agustin
City of San Fernando, Pampanga
Tel. Nos. (045) 455-3316, 455-3080, 455-4340
402-5071, 402-5073, 402-5074

ENVIRONMENTAL COMPLIANCE CERTIFICATE
(Issued under Presidential Decree 1586)
03TA-0708-06371-116A
Amended

THIS IS TO CERTIFY THAT **PILMICO ANIMAL NUTRITION CORPORATION** is granted this amended Environmental Compliance Certificate (ECC) for the **increase in capacity of the existing Swine Growing-Finishing Farm 3 Project** located at **Sitio Kawili-wili, Brgy. Cutcut II, Capas, Tarlac**, by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau, Region III.

SUBJECT ONLY to the conditions and restrictions set-out in this ECC and in the attached document labeled as Annex A. Recommendations have been provided in Annex B as guidance to concerned government agencies and local government units for consideration in their decision making.

It shall cover the operation of a swine growing-finishing farm (Group 2.2.7a) in an area of 99,932 square meters with the following components:

- Total population capacity from 7,200 heads to 7,740 heads
- Nine (9) pig buildings

Project Geographical Coordinates/Location:

North Latitude - 15° 19' 39"
East Longitude - 120° 35' 27"

This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 30-2003. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this certificate.

Issued at City of San Fernando, Pampanga, this APR 03 2018

Recommending Approval

DENNIS O. CELESTIAL
Chief, Clearance and Permitting Division

Approved by:


LORMELYN E. CLAUDIO, CESO IV
Regional Director

Page 1 of 6

ECC-03TA-0708-06371-116A

Swine Growing-Finishing Farm Project
PILMICO ANIMAL NUTRITION CORPORATION

*The Earth is the Lord's and all that is in it (Psalm 24:1)
... Let's be good stewards!"*

SWORN STATEMENT OF OWNER/AUTHORIZED REPRESENTATIVE

I CHRISTY L. GAVILAN, proponent of this SWINE GROWING-FINISHING FARM 3 EXPANSION PROJECT located in SITIO KAMU-MU, BILGY CUTOOUT II, CAKAS, TALEAC takes full responsibility in complying with all conditions contained in this Environmental Compliance Commitment (Environmental Compliance Certificate or ECC).


Signature

TIN 005-237-082-000

Subscribed and sworn to before me this APR 30 2018 day of _____ 2018, the above-named affiant taking oath presenting Residence Certificate No. _____ issued on _____ 2018 at _____.

NOTARY PUBLIC


ATTY. BIENVENIDO B. BACANI
Notary Public
Until December 31, 2019
PTR No. 8967522-1/3/18
IBP No. 1086716-1/3/18
Roll No. 25657
MCLE No. V-0005353-2/23/15

Doc. No. 323
Page No. 65
Book No. 54
Series of 2018

I. CONDITIONS

A. ENVIRONMENTAL MANAGEMENT and MONITORING PLAN (EMMoP)

1. All mitigating measures in the submitted Environmental Performance Report and Management Plan (EPRMP) shall be implemented;
2. Implement proper housekeeping practices to prevent generation of obnoxious odor and proliferation of flies in the project area and adjacent vicinities;
3. Ensure that no wastes shall be burned in the area and that ecological waste management measures such as waste segregation, minimization, re-use, composting, etc., are implemented;
4. The proponent shall construct and operate its Wastewater Treatment Facility (WTF) effectively to ensure compliance with the effluent standards of the DENR. The WTF shall be installed/provided with appropriate impermeable high density linings to prevent groundwater contamination;
5. Provide an accessible walkway leading to the WTF or effluent outfall area and the periphery of the project site for easy conduct of monitoring and water sampling;
6. Mortality pit shall be provided with adequate lining to prevent contamination of groundwater;
7. Planting of tree species shall be undertaken either within the project site and/or in other areas as part of the proponent's social and environmental program. The proponent shall submit to this Office within thirty (30) days from the date of approval of this ECC the Tree/Vegetation Plantation Plan which includes quantities and plant species, area/location and planting strategy and management programs, etc.;

B. GENERAL CONDITIONS

8. The proponent shall comply with the requirements of other environmental laws, i.e. Republic Act (RA) 8749 or "The Clean Air Act of 1999", RA 6969 or "Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990", RA 9003 or "Ecological Solid Waste Management Act of 2000" and RA 9275 or "Clean Water Act of 2004", among which are:
 - Secure Permit to Operate Air Pollution Source Control Installations (APSCI) and Discharge Permit Water Pollution Source/Control Facilities (WPSCF)
 - Designate Pollution Control Officer (PCO)
 - Submit quarterly Self Monitoring Report
 - Submit semi-annual Compliance Monitoring Report
 - Register as Hazardous Waste Generator
9. An Abandonment Plan shall be submitted to this Office ninety (90) days prior to the project's abandonment. The plan shall include remediation, clean-up and rehabilitation measures of contaminated areas and proposed alternative project of activity suitable in the area;

10. The proponent shall ensure that multi-chambered septic tank with impermeable high density linings shall be constructed to serve the facility and siphoning/desludging of the same shall be undertaken. Septage shall be hauled/transported and treated by a third party Licensed Hauler and Treater;
11. Copy of Environmental Compliance Certificate (ECC) shall be posted in a conspicuous area in the project site;
12. The proponent shall conduct quarterly wastewater sampling test for parameters such as BOD, Total Suspended Solids (TSS), Settleable Matter, pH and other applicable parameters. The results of which shall be submitted to EMB Region 03 as part of the Self-Monitoring Report;
13. The proponent shall formulate and implement Information Education Campaign (IEC) programs incorporating recommended environmental management practices through but shall not be limited to various advertising media (i.e., posters, billboards, etc.);
14. Comply with RA 9003 (Ecological Solid Waste Management Act) by implementing the following:
 - a. Provide designated temporary storage area/Material Recovery Facility for recyclables, electronic wastes, BFLs, batteries and other special waste;
 - b. Provide backyard composting area/facility (if applicable) or proof of collection;
 - c. Provide copy of Contract/MOA with the LGU as hauler and with Contract/MOA with accredited Sanitary Landfill (SLF) for disposal of residual waste; and
 - d. Provide copy of Certificate of Disposal/Treatment issued by accredited Sanitary Landfill (SLF) and Treatment, Storage and Disposal (TSD) Facility operators;
15. That should there be any complaint from the community related to environmental pollution, odor nuisance and sanitation problem brought about by the operation, the proponent shall be held responsible to address such problem;
16. The proponent shall allow inspection or monitoring that will be conducted by this Office anytime in coordination with concerned groups;
17. The proponent shall set-up a Multipartite Monitoring Team (MMT) composed of representatives from the Stakeholders within sixty (60) days from issuance of this Certificate. Likewise, an Environmental Monitoring Fund (EMF) and Environmental Guarantee Fund (EGF) to cover all costs attendant to the operation of the MMT and damages and compensation cost shall be established;
18. This Certificate shall supersede the ECC with Reference No. 03TA-0708-06371-116A dated October 05, 2012. Original copy of the superseded ECC (03TA-0708-06371-116A) shall be surrendered within thirty (30) days upon receipt of this Certificate;

II. RESTRICTIONS

19. Any expansion or modification of the approved project shall be subject to new EIA requirement; and
20. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify this Office within fifteen (15) days as regards to the transfer of ownership.

Non-compliance with any of the provisions of this certificate shall be a sufficient cause for the cancellation or suspension of this certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (50,000.00) for every violation thereof.

OR No. : 2662426
Processing Fee : P 2,000.00
Date : March 12, 2018

PROJECT ASSESSMENT PLANNING TOOL

For the assistance of the Proponent and government agencies concerned in the management of the project and for better coordination in mitigation on the impact of the project on its surrounding areas and to the environment.

By way of recommendation, the following have been taken notice by the undersigned and are forwarding these recommendations to the parties and authorities concerned for proper appreciation and action.

RECOMMENDATIONS TO CONCERNED GOVERNMENT AGENCY/LGUs	CONCERNED GOVERNMENT AGENCIES/ENTITIES
1. Provide proper storm drainage canal, concrete culverts, and other flood control measures to adequately receive and channel the run-off of silt-laden rain water to the nearby receiving body of water.	LGU/Municipal Engineers Office/Proponent
2. Provide segregation, collection, recycling, and disposal mechanism for solid waste.	LGU/Proponent
3. Comply with the Sanitation Code of the Philippines, Labor Code of the Philippines including Occupational Health and Safety Standards and Building Code of the Philippines.	DOH, DOLE- Bureau of Working Condition and Municipal Planning & Development Office / LGU / Proponent
ENVIRONMENTAL PLANNING RECOMMENDATIONS FOR THE PROPONENT	
The following are recommendations for the Proponent for the protection of the project area and the affected environment. It is strongly recommended that the same be strictly complied by the Proponents.	
1. Donate collectible recyclables to the LGU concerned.	
2. Undertake close monitoring by the proponent to maintain a high level of safety & efficiency to immediately address any environmental hazards or change that may take place.	

For dissemination and proper action of the parties concerned.

DENNIS O. CELESTIAL
Chief, Clearance and Permitting Division


LORMELYN E. CLAUDIO, CESO IV
Regional Director



Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
ENVIRONMENTAL MANAGEMENT BUREAU

Regional Office No. III, Turquoise Street, Zone 2, Ramar Village, San Agustin

City of San Fernando, Pampanga

Tel. Nos. (045) 455-3316, 455-3080, 455-4340

402-5071, 402-5073, 402-5074

ENVIRONMENTAL COMPLIANCE CERTIFICATE

(Issued under Presidential Decree 1586)

R03-1003-0091

Amended

THIS IS TO CERTIFY THAT **PILMICO ANIMAL NUTRITION CORPORATION** is granted this amended Environmental Compliance Certificate (ECC) for the **expansion of the existing Swine Growing – Finishing Farm 4** located at **Sitio Kawili-wili, Brgy. Cutcut II, Capas, Tarlac, Region 3**, by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau, Region III.

SUBJECT ONLY to the conditions and restrictions set-out in this ECC and in the attached document labeled as Annex A. Recommendations have been provided in Annex B as guidance to concerned government agencies and local government units for consideration in their decision making.

It shall cover the operation of a swine growing-finishing farm (Group 2.2.7a) in an area of 112,113 square meters with the following components:

- Total population capacity from 7,200 heads to 9,460 heads
- From nine (9) pig buildings to eleven (11) pig buildings

Project Geographical Coordinates/Location:


North Latitude - 15° 19' 39"

East Longitude - 120° 35' 27"

This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 30-2003. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this certificate.

Issued at City of San Fernando, Pampanga, this APR 03 2018.

Recommending Approval


ENGR. DENNIS O. CELESTIAL
Chief, Clearance and Permitting Division

Approved by:


LORMELYN E. CLAUDIO. CESO IV

SWORN STATEMENT OF OWNER/AUTHORIZED REPRESENTATIVE

I CHRISTY R. CAWIBAN, proponent of this SWINE GROWING-PROCESHING PARCEL 4 EXPANSION PROJECT located in SITIO KANINDI-WILI, BILEY CANTONMENT, CAYAPA, TAILAC takes full responsibility in complying with all conditions contained in this Environmental Compliance Commitment (Environmental Compliance Certificate or ECC).



Signature

TIN 005-238-082-000

APR 30 2018

Subscribed and sworn to before me this _____ day of _____ 2018, the above-named affiant taking oath presenting Residence Certificate No. _____ issued on _____ 2018 at _____.

NOTARY PUBLIC


ATTY. BENVENIDO B. BACANI

Notary Public

Until December 31, 2019

PTR No. 8967522-1/3/18

IBP No. 1086716-1/3/18

Roll No. 25657

MCLE No. V-0006353-2/23/15

Doc. No. 324

Page No. 65

Book No. 54

Series of 2018

I. CONDITIONS

A. ENVIRONMENTAL MANAGEMENT and MONITORING PLAN (EMMoP)

1. All mitigating measures in the submitted Environmental Performance Report and Management Plan (EPRMP) shall be implemented;
2. Implement proper housekeeping practices to prevent generation of obnoxious odor and proliferation of flies in the project area and adjacent vicinities;
3. Ensure that no wastes shall be burned in the area and that ecological waste management measures such as waste segregation, minimization, re-use, composting, etc., are implemented;
4. The proponent shall construct and operate its Wastewater Treatment Facility (WTF) effectively to ensure compliance with the effluent standards of the DENR. The WTF shall be installed/provided with appropriate impermeable high density linings to prevent groundwater contamination;
5. Provide an accessible walkway leading to the WTF or effluent outfall area and the periphery of the project site for easy conduct of monitoring and water sampling;
6. Mortality pit shall be provided with adequate lining to prevent contamination of groundwater;
7. Planting of tree species shall be undertaken either within the project site and/or in other areas as part of the proponent's social and environmental program. The proponent shall submit to this Office within thirty (30) days from the date of approval of this ECC the Tree/Vegetation Plantation Plan which includes quantities and plant species, area/location and planting strategy and management programs, etc.;

B. GENERAL CONDITIONS

8. The proponent shall comply with the requirements of other environmental laws, i.e. Republic Act (RA) 8749 or "The Clean Air Act of 1999", RA 6969 or "Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990", RA 9003 or "Ecological Solid Waste Management Act of 2000" and RA 9275 or "Clean Water Act of 2004", among which are:
 - Secure Permit to Operate Air Pollution Source Control Installations (APSCI) and Discharge Permit Water Pollution Source/Control Facilities (WPSCF)
 - Designate Pollution Control Officer (PCO)
 - Submit quarterly Self Monitoring Report
 - Submit semi-annual Compliance Monitoring Report
 - Register as Hazardous Waste Generator
9. An Abandonment Plan shall be submitted to this Office ninety (90) days prior to the project's abandonment. The plan shall include remediation, clean-up and rehabilitation measures of contaminated areas and proposed alternative project of activity suitable in the area;

10. The proponent shall ensure that multi-chambered septic tank with impermeable high density linings shall be constructed to serve the facility and siphoning/desludging of the same shall be undertaken. Septage shall be hauled/transported and treated by a third party Licensed Hauler and Treater;
11. Copy of Environmental Compliance Certificate (ECC) shall be posted in a conspicuous area in the project site;
12. The proponent shall conduct quarterly wastewater sampling test for parameters such as BOD, Total Suspended Solids (TSS), Settleable Matter, pH and other applicable parameters. The results of which shall be submitted to EMB Region 03 as part of the Self-Monitoring Report;
13. The proponent shall formulate and implement Information Education Campaign (IEC) programs incorporating recommended environmental management practices through but shall not be limited to various advertising media (i.e., posters, billboards, etc.);
14. Comply with RA 9003 (Ecological Solid Waste Management Act) by implementing the following:
 - a. Provide designated temporary storage area/Material Recovery Facility for recyclables, electronic wastes, BFLs, batteries and other special waste;
 - b. Provide backyard composting area/facility (if applicable) or proof of collection;
 - c. Provide copy of Contract/MOA with the LGU as hauler and with Contract/MOA with accredited Sanitary Landfill (SLF) for disposal of residual waste; and
 - d. Provide copy of Certificate of Disposal/Treatment issued by accredited Sanitary Landfill (SLF) and Treatment, Storage and Disposal (TSD) Facility operators;
15. That should there be any complaint from the community related to environmental pollution, odor nuisance and sanitation problem brought about by the operation, the proponent shall be held responsible to address such problem;
16. The proponent shall allow inspection or monitoring that will be conducted by this Office anytime in coordination with concerned groups;
17. The proponent shall set-up a Multipartite Monitoring Team (MMT) composed of representatives from the Stakeholders within sixty (60) days from issuance of this Certificate. Likewise, an Environmental Monitoring Fund (EMF) and Environmental Guarantee Fund (EGF) to cover all costs attendant to the operation of the MMT and damages and compensation cost shall be established;
18. This Certificate shall supersede the ECC with Reference No. R03-1003-0091 dated April 13, 2010. Original copy of the superseded ECC (R03-1003-0091) shall be surrendered within thirty (30) days upon receipt of this Certificate;

II. RESTRICTIONS

19. Any expansion or modification of the approved project shall be subject to new EIA requirement; and
20. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify this Office within fifteen (15) days as regards to the transfer of ownership.

Non-compliance with any of the provisions of this certificate shall be a sufficient cause for the cancellation or suspension of this certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (50,000.00) for every violation thereof.

OR No. : 2662427
Processing Fee : P 2,000.00
Date : March 12, 2018

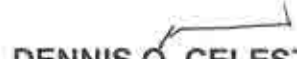
PROJECT ASSESSMENT PLANNING TOOL

For the assistance of the Proponent and government agencies concerned in the management of the project and for better coordination in mitigation on the impact of the project on its surrounding areas and to the environment.

By way of recommendation, the following have been taken notice by the undersigned and are forwarding these recommendations to the parties and authorities concerned for proper appreciation and action.

RECOMMENDATIONS TO CONCERNED GOVERNMENT AGENCY/LGUs	CONCERNED GOVERNMENT AGENCIES/ENTITIES
1. Provide proper storm drainage canal, concrete culverts, and other flood control measures to adequately receive and channel the run-off of silt-laden rain water to the nearby receiving body of water.	LGU/Municipal Engineers Office/Proponent
2. Provide segregation, collection, recycling, and disposal mechanism for solid waste.	LGU/Proponent
3. Comply with the Sanitation Code of the Philippines, Labor Code of the Philippines including Occupational Health and Safety Standards and Building Code of the Philippines.	DOH, DOLE- Bureau of Working Condition and Municipal Planning & Development Office / LGU / Proponent
ENVIRONMENTAL PLANNING RECOMMENDATIONS FOR THE PROPONENT The following are recommendations for the Proponent for the protection of the project area and the affected environment. It is strongly recommended that the same be strictly complied by the Proponents.	
1. Donate collectible recyclables to the LGU concerned.	
2. Undertake close monitoring by the proponent to maintain a high level of safety & efficiency to immediately address any environmental hazards or change that may take place.	

For dissemination and proper action of the parties concerned.


DENNIS O. CELESTIAL
Chief, Clearance and Permitting Division


LORMELYN E. CLAUDIO, CESO IV
Regional Director



Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
ENVIRONMENTAL MANAGEMENT BUREAU
Regional Office No. III, Turquoise Street, Zone 2, Ramar Village, San Agustin
City of San Fernando, Pampanga
Tel. Nos. (045) 455-3316, 455-3080, 455-4340
402-5071, 402-5073, 402-5074

ENVIRONMENTAL COMPLIANCE CERTIFICATE
(Issued under Presidential Decree 1586)
R03-1101-0011
Amended

THIS IS TO CERTIFY THAT **PILMICO ANIMAL NUTRITION CORPORATION** is granted this amended Environmental Compliance Certificate (ECC) for the **change of project name and expansion of the existing Swine Growing-Finishing Farm 5 previously Livestock (Piggery Farm) Project** located at **Brgy. San Agustin, Concepcion, Tarlac**, by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau, Region III.

SUBJECT ONLY to the conditions and restrictions set-out in this ECC and in the attached document labeled as Annex A. Recommendations have been provided in Annex B as guidance to concerned government agencies and local government units for consideration in their decision making.

It shall cover the operation of a swine growing-finishing farm (Group 2.2.7a) in an area of 121,903 square meters with the following components:

- Total population capacity from 7,200 heads to 9,460 heads
- From nine (9) pig buildings to eleven (11) pig buildings

Project Geographical Coordinates/Location:

North Latitude - 15° 24' 04.1"
East Longitude - 120° 37' 14.6


This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 30-2003. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this certificate.

Issued at City of San Fernando, Pampanga, this APR 03 2018

Recommending Approval

DENNIS O. CELESTIAL
Chief, Clearance and Permitting Division

Approved by:


LORMELYN E. CLAUDIO, CESO IV
Regional Director

Page 1 of 6

SWORN STATEMENT OF OWNER/AUTHORIZED REPRESENTATIVE

I CHRISTY M. GAUNADAN, proponent of this SWINE GROWING-FINISHING FARM 5 EXPANSION PROJECT located in MUNICIPIO SAN AGUSTIN, CONCEPCION, TAVELAS takes full responsibility in complying with all conditions contained in this Environmental Compliance Commitment (Environmental Compliance Certificate or ECC).



Signature

TIN 005-258-092-000

Subscribed and sworn to before me this APR 30 2018 day of _____ 2018, the above-named affiant taking oath presenting Residence Certificate No. _____ issued on _____ 2018 at _____

NOTARY PUBLIC



ATTY BIENVENIDO B. BACANI
Notary Public
Until December 31, 2019
PTR No. 8967522-1/3/18
IBP No. 1086716-1/3/18
Roll No. 25657
MCLE No. V-0006353-2/23/15

Doc. No. 326
Page No. 66
Book No. 54
Series of 2018

I. CONDITIONS**A. ENVIRONMENTAL MANAGEMENT and MONITORING PLAN (EMMoP)**

1. All mitigating measures in the submitted Environmental Performance Report and Management Plan (EPRMP) shall be implemented;
2. Implement proper housekeeping practices to prevent generation of obnoxious odor and proliferation of flies in the project area and adjacent vicinities;
3. Ensure that no wastes shall be burned in the area and that ecological waste management measures such as waste segregation, minimization, re-use, composting, etc., are implemented;
4. The proponent shall construct and operate its Wastewater Treatment Facility (WTF) effectively to ensure compliance with the effluent standards of the DENR. The WTF shall be installed/provided with appropriate impermeable high density linings to prevent groundwater contamination;
5. Provide an accessible walkway leading to the WTF or effluent outfall area and the periphery of the project site for easy conduct of monitoring and water sampling;
6. Mortality pit shall be provided with adequate lining to prevent contamination of groundwater;
7. Planting of tree species shall be undertaken either within the project site and/or in other areas as part of the proponent's social and environmental program. The proponent shall submit to this Office within thirty (30) days from the date of approval of this ECC the Tree/Vegetation Plantation Plan which includes quantities and plant species, area/location and planting strategy and management programs, etc.;

B. GENERAL CONDITIONS

8. The proponent shall comply with the requirements of other environmental laws, i.e. Republic Act (RA) 8749 or "The Clean Air Act of 1999", RA 6969 or "Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990", RA 9003 or "Ecological Solid Waste Management Act of 2000" and RA 9275 or "Clean Water Act of 2004", among which are:
 - Secure Permit to Operate Air Pollution Source Control Installations (APSCI) and Discharge Permit Water Pollution Source/Control Facilities (WPSCF)
 - Designate Pollution Control Officer (PCO)
 - Submit quarterly Self Monitoring Report
 - Submit semi-annual Compliance Monitoring Report
 - Register as Hazardous Waste Generator
9. An Abandonment Plan shall be submitted to this Office ninety (90) days prior to the project's abandonment. The plan shall include remediation, clean-up and rehabilitation measures of contaminated areas and proposed alternative project of activity suitable in the area;

10. The proponent shall ensure that multi-chambered septic tank with impermeable high density linings shall be constructed to serve the facility and siphoning/desludging of the same shall be undertaken. Septage shall be hauled/transported and treated by a third party Licensed Hauler and Treater;
11. Copy of Environmental Compliance Certificate (ECC) shall be posted in a conspicuous area in the project site;
12. The proponent shall conduct quarterly wastewater sampling test for parameters such as BOD, Total Suspended Solids (TSS), Settleable Matter, pH and other applicable parameters. The results of which shall be submitted to EMB Region 03 as part of the Self-Monitoring Report;
13. The proponent shall formulate and implement Information Education Campaign (IEC) programs incorporating recommended environmental management practices through but shall not be limited to various advertising media (i.e., posters, billboards, etc.);
14. Comply with RA 9003 (Ecological Solid Waste Management Act) by implementing the following:
 - a. Provide designated temporary storage area/Material Recovery Facility for recyclables, electronic wastes, BFLs, batteries and other special waste;
 - b. Provide backyard composting area/facility (if applicable) or proof of collection;
 - c. Provide copy of Contract/MOA with the LGU as hauler and with Contract/MOA with accredited Sanitary Landfill (SLF) for disposal of residual waste; and
 - d. Provide copy of Certificate of Disposal/Treatment issued by accredited Sanitary Landfill (SLF) and Treatment, Storage and Disposal (TSD) Facility operators;
15. That should there be any complaint from the community related to environmental pollution, odor nuisance and sanitation problem brought about by the operation, the proponent shall be held responsible to address such problem;
16. The proponent shall allow inspection or monitoring that will be conducted by this Office anytime in coordination with concerned groups;
17. The proponent shall set-up a Multipartite Monitoring Team (MMT) composed of representatives from the Stakeholders within sixty (60) days from issuance of this Certificate. Likewise, an Environmental Monitoring Fund (EMF) and Environmental Guarantee Fund (EGF) to cover all costs attendant to the operation of the MMT and damages and compensation cost shall be established;
18. This Certificate shall supersede the ECC with Reference No. R03-1101-0011 dated February 24, 2011. Original copy of the superseded ECC (R03-1101-0011) shall be surrendered within thirty (30) days upon receipt of this Certificate;

II. RESTRICTIONS

19. Any expansion or modification of the approved project shall be subject to new EIA requirement; and
20. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify this Office within fifteen (15) days as regards to the transfer of ownership.

Non-compliance with any of the provisions of this certificate shall be a sufficient cause for the cancellation or suspension of this certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (50,000.00) for every violation thereof.

OR No. : 2662428
Processing Fee : P 2,000.00
Date : March 12, 2018

PROJECT ASSESSMENT PLANNING TOOL

For the assistance of the Proponent and government agencies concerned in the management of the project and for better coordination in mitigation on the impact of the project on its surrounding areas and to the environment.

By way of recommendation, the following have been taken notice by the undersigned and are forwarding these recommendations to the parties and authorities concerned for proper appreciation and action.

RECOMMENDATIONS TO CONCERNED GOVERNMENT AGENCY/LGUs	CONCERNED GOVERNMENT AGENCIES/ENTITIES
1. Provide proper storm drainage canal, concrete culverts, and other flood control measures to adequately receive and channel the run-off of silt-laden rain water to the nearby receiving body of water.	LGU/Municipal Engineers Office/Proponent
2. Provide segregation, collection, recycling, and disposal mechanism for solid waste.	LGU/Proponent
3. Comply with the Sanitation Code of the Philippines, Labor Code of the Philippines including Occupational Health and Safety Standards and Building Code of the Philippines.	DOH, DOLE- Bureau of Working Condition and Municipal Planning & Development Office / LGU / Proponent
ENVIRONMENTAL PLANNING RECOMMENDATIONS FOR THE PROPONENT	
The following are recommendations for the Proponent for the protection of the project area and the affected environment. It is strongly recommended that the same be strictly complied by the Proponents.	
1. Donate collectible recyclables to the LGU concerned.	
2. Undertake close monitoring by the proponent to maintain a high level of safety & efficiency to immediately address any environmental hazards or change that may take place.	

For dissemination and proper action of the parties concerned.


DENNIS O. CELESTIAL
 Chief, Clearance and Permitting Division


LORMELYN E. CLAUDIO, CESO IV
 Regional Director



Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
ENVIRONMENTAL MANAGEMENT BUREAU

Regional Office No. III, 4/F Mel-Vi Bldg., Olongapo-Gapan Road
Dolores, City of San Fernando, Pampanga
Telefax (045) 861-2361 * 961-5203 * 961-5206

SEP 23 2016

ECC Ref. Code No. III-9612-345-116A
PILMICO ANIMAL NUTRITION CORPORATION
Sitio Kawiliwili, Brgy. Cut-cut II
Capas, Tarlac

Dear Sir/ Madam:

This refers to your application for the amendment of the Environmental Compliance Certificate (ECC) for the **change of Project Name, Increase in Capacity and Area and proposed Chicken Layer Farm for the existing Livestock (Piggery Farm) Project** located at Sitio Kawiliwili, Brgy. Cut-cut II, Capas, Tarlac.

After satisfying the requirements of the said application, this Office has decided to grant an amended Environmental Compliance Certificate (ECC) to the above-mentioned project.

In issuing this **CERTIFICATE**, it is expected that you will diligently secure pertinent **PERMITS/CLEARANCES** from all concerned government agencies.

With the issuance of this ECC, you are expected to implement the measures presented in the submitted Environmental Performance Report and Management Plan (EPRMP), intended to protect and mitigate the project's adverse impacts on community health, welfare and the environment. Environmental considerations shall be incorporated in all phases and aspects of the project. You may proceed with project implementation, after securing all the necessary permits from the pertinent government agencies. This Office will be monitoring the project periodically to ensure your compliance with the stipulations cited in the attached ECC.

Please be guided accordingly.

Very truly yours,

LORMELYN E. CLAUDIO, CESO IV
Regional Director

cc: LGU-Capas, Tarlac
Municipal Engineers Office
Department of Health
Department of Labor and Employment
Municipal Planning and Development Office



Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
ENVIRONMENTAL MANAGEMENT BUREAU

Regional Office No. III 4/F Mel-Vi Bldg., Olongapo-Gapan Road
Dolores, City of San Fernando, Pampanga
Telefax Nos. (045) 961-5203; 961-5206; 861-2361

ENVIRONMENTAL COMPLIANCE CERTIFICATE

(Issued Under Presidential Decree 1586)

III-9612-345-116A

Amended

THIS IS TO CERTIFY THAT **PILMICO ANIMAL NUTRITION CORPORATION** is granted this Amended Environmental Compliance Certificate (ECC) for the **change of Project Name, Increase in Capacity and Area and proposed Chicken Layer Farm for the existing Livestock (Piggery Farm) Project** located at **Sitio Kawiliwili, Brgy. Cut-cut II, Capas, Tarlac**, by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau, Region III.

THIS IS SUBJECT to the conditions and restrictions set-out in this ECC and in the attached document labeled as Annex A. Recommendations have been provided in Annex B as guidance to concerned government agencies and local government units for consideration in their decision making.

It shall cover the operation of a poultry and piggery farms (Group 2.2.7a) with the following project components:

- From Kawili-wili Farm to Swine Growing-Finishing Farm 6
- From 100 sow to 9,460 heads per cycle housed in 11 pig buildings and proposed 3,500 birds chicken layer housed in 2 chicken layer house
- From 60,000 square meters to 154,700 square meters the boundary of which is defined under TCT Nos. 313979, 313980, 291341, OCT Nos. 09141, 04262 and 09165.

Project Geographical Coordinates/Location:

North Latitude - 15.3193⁰
East Longitude - 120.5390⁰


This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 30-2003. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this certificate.

Issued at City of San Fernando, Pampanga, this SEP 23 2016.

Recommending Approval:

DENNIS O. CELESTIAL
Chief, Clearance and Permitting Division

Approved by:


LORMELYN E. CLAUDIO, CESO IV
Regional Director


SWORN STATEMENT OF OWNER/AUTHORIZED REPRESENTATIVE

I Imael Fabros, proponent of this Swine Growing Farm 6 located in Sitio Kawiliwili, Cutcut II, Capas, Tarlac takes full responsibility in complying with all conditions contained in this Environmental Compliance Commitment (Environmental Compliance Certificate or ECC).


Signature

TIN _____

Subscribed and sworn to before me this OCT 19 2016 day of _____, 2016, the above-named affiant taking oath presenting Residence Certificate No. _____ issued on _____ 2016 at _____.


NOTARY PUBLIC
BIENVENIDO B. BACANI
Notary Public
Until December 31, 2016
PTR No. 2199426 - 1/4/16
IBP No. 0999463 - 1/4/16
Roll No. 25657
MCLE No. IV-0008753

Doc. No. 908
Page No. 182
Book No. 91
Series of 2016

I. CONDITIONS**A. ENVIRONMENTAL MANAGEMENT and MONITORING PLAN (EMMoP)**

1. All mitigating measures in the submitted Environmental Performance Report and Management Plan (EPRMP) shall be implemented;
2. Implement proper housekeeping practices to prevent generation of obnoxious odor and proliferation of flies in the project area and adjacent vicinities;
3. Ensure that no wastes shall be burned in the area and that ecological waste management measures such as waste segregation, minimization, re-use, composting, etc., are implemented.
4. The proponent shall construct and operate its Wastewater Treatment Facility (WTF) effectively to ensure compliance with the effluent standards of the DENR. The WTF shall be installed/provided with appropriate impermeable high density linings to prevent groundwater contamination;
5. Provide an accessible walk-way leading to the WTF or effluent outfall area and the periphery of the project site for easy conduct of monitoring and water sampling.
6. Mortality pit shall be provided with adequate lining to prevent contamination of groundwater.
7. Planting of native tree species shall be undertaken either within the project site and/or in other areas as part of the proponent's social and environmental program. A Tree/Vegetation Plantation Plan shall be submitted to this Office within thirty (30) days from the date of approval of this ECC which includes quantities and plant species, area/location and planting strategy and management programs, etc.;
8. The proponent shall establish a vegetative buffer zone/green area of sufficient width along the perimeter line of the livestock farm and the same shall be planted with fragrant and appropriate species to minimize the impact of odor and noise nuisance to the surrounding areas/communities;

B. GENERAL CONDITIONS

9. The proponent shall comply with the requirements of other environmental laws, i.e. Republic Act (RA) 8749 or "The Clean Air Act of 1999", RA 6969 or "Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990", RA 9003 or "Ecological Solid Waste Management Act of 2000" and RA 9275 or "Clean Water Act of 2004", among which are:
 - Secure Permit to Operate Air Pollution Source Control Installations (APSCI) and Discharge Permit for Water Pollution Source/Control Facilities (WPSCF)
 - Designate Pollution Control Officer (PCO)
 - Submit quarterly Self Monitoring Report (SMR)
 - Submit semi-annual Compliance Monitoring Report (CMR)
 - Register as Hazardous Waste Generator

10. The proponent shall ensure that multi-chambered septic tank shall be constructed to serve the facility and siphoning/desludging of the same shall be undertaken. Septage shall be hauled/transported and treated by a third party Licensed Hauler and Treater;
11. Comply with RA 9003 (Ecological Solid Waste Management Act) in coordination with the Local Government Unit (LGU) by implementing the following:
 - a. The proponent shall establish and institute an ecological solid wastes management system to ensure segregation at source, segregated, collection, temporary storage at the Materials Recovery Facility (MRF) and appropriate disposal of solid and hazardous wastes, waste minimization and other ecological waste management practices;
 - b. Construct a Materials Recovery Facility (MRF) with composting system for biodegradable wastes, recyclables and temporary storage area for electronic wastes, busted fluorescent lamps (BFLs), batteries and other special/ hazardous wastes;
 - c. Ensure the proper disposal of solid wastes. As such, provide a copy of Contract/Memorandum of Agreement (MOA) with the Local Government Unit (LGU) as hauler and with Contract /MOA with an accredited Sanitary Landfill (SLF) for disposal of residual wastes;
 - d. Provide copy of Certificate of Disposal/Treatment issued by accredited Sanitary Landfill (SLF) and Treatment, Storage and Disposal (TSD) Facility operators;
12. An Abandonment Plan shall be submitted to this Office ninety (90) days prior to the project's abandonment. The plan shall include remediation, clean-up and rehabilitation measures of contaminated areas and proposed alternative project or activity suitable in the area;
13. Copy of Environmental Compliance Certificate (ECC) shall be posted in a conspicuous area in the project site;
14. The proponent shall conduct quarterly water sampling for the receiving waterbody and influent/effluent for parameters such as BOD, Total Suspended Solids (TSS), Settleable Matter, pH, and other applicable parameters and results of which shall be submitted to EMB Region 3 as part of the Self Monitoring Report;
15. The proponent shall formulate and implement Information Education Campaign (IEC) programs incorporating recommended environmental management practices through but shall not be limited to various advertising media (i.e., posters, billboards, etc).
16. That should there be any complaint from the community related to environmental pollution, odor nuisance and sanitation problem brought about by the farm's operation, the proponent shall be held responsible to address such problem;
17. The proponent shall allow inspection or monitoring that will be conducted by this Office anytime in coordination with concerned groups;

18. The proponent shall set up a Multipartite Monitoring Team (MMT) composed of representatives from the proponent, LGU concerned, stakeholders and this Office. Likewise, an Environmental Monitoring Fund (EMF) to cover all costs attendant to the operation of the MMT shall be established;

19. This Certificate shall supersede the ECC with Reference Code No. III-9612-345-116A dated February 21, 1997. Original copy of superseded (III-9612-345-116A) shall be surrendered within thirty (30) days upon receipt of this Certificate;

II. RESTRICTIONS

20. Any expansion or modification of the approved project shall be subject to new EIA requirement; and

21. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify this Office within fifteen (15) days as regards to the transfer of ownership.

Non-compliance with any of the provisions of this certificate shall be a sufficient cause for the cancellation or suspension of this certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (50,000.00) for every violation thereof.

OR No. : 8011943
Proposed fee : P1,200
Date : April 14, 2015

PROJECT ASSESSMENT PLANNING TOOL

This is for the assistance of the Proponent and government agencies concerned in the management of the project and for better coordination in mitigation on the impact of the project on its surrounding areas and to the environment.

By way of recommendation, the following have been taken notice by the undersigned and are forwarding these recommendations to the parties and authorities concerned for proper appreciation and action.

RECOMMENDATIONS TO CONCERNED GOVERNMENT AGENCY/LGUs	CONCERNED GOVERNMENT AGENCIES/ENTITIES
1. Provide drainage canal, concrete culverts, and other flood control measures to adequately receive and channel the run-off of silt-laden rain water to the nearby receiving body of water.	Municipal Engineers Office /Proponent
2. Provide segregation, collection, recycling, and disposal mechanism for solid waste.	LGU/Proponent
3. Comply with the Sanitation Code of the Philippines, Labor Code of the Philippines including Occupational Health and Safety Standards and Building Code of the Philippines.	DOH, DOLE- Bureau of Working Condition and Municipal Planning & Devt. Office/LGU/Proponent
4. Observe and protect legal easement along rivers and creeks i.e. establishment of linear park along the easement, construction of boundary wall to prevent encroachment of the required legal easement of adjacent creek/river and regular clean-up and desilting of adjacent creek/river to prevent clogging.	HLURB/LGU/Proponent


ENVIRONMENTAL PLANNING RECOMMENDATIONS FOR THE PROPONENT

The following are recommendations for the Proponent for the protection of the project area and the affected environment. It is strongly recommended that the same be strictly complied by the Proponents.

1. Ensure efficient use of energy and other resources, i.e. rainwater collecting reservoir, pressure cleaners, nozzles, scraper systems, automatic drinking system, use of partially/fully elevated slatted floorings, etc.
2. Ensure that the best available technologies shall be adopted and promote the use of renewable energy, i.e. solar cell panel, solid/liquid separator, biogas digester with methane recovery, tunnel ventilated pig buildings to minimize use of water, prevent obnoxious odor and flies and ensure compliance with the effluent standards
3. Donate collectible recyclables to Local Government Unit (LGU)
4. Undertake close monitoring to maintain a high level of safety & efficiency to immediately address any environmental hazards or change that may take place.
5. Formulate and implement mitigating measures in the submitted EMP to include the regular and proper cleaning of the area, using disinfectants to prevent proliferation of flies, proper collection of pig manure and proper disposal of dead pigs.

For dissemination and proper action of the parties concerned.


DENNIS O. CELESTIAL
 Chief, Clearance and Permitting Division


LORMELYN E. CLAUDIO, CESO IV
 Regional Director



Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
ENVIRONMENTAL MANAGEMENT BUREAU

Regional Office No. III, Turquoise Street, Zone 2, Ramar Village, San Agustin

City of San Fernando, Pampanga

Tel. Nos. (045) 455-3316, 455-3080, 455-4340

402-5071, 402-5073, 402-5074

ENVIRONMENTAL COMPLIANCE CERTIFICATE
(Issued under Presidential Decree 1586)
R03-1503-0105
Amended

THIS IS TO CERTIFY THAT **PILMICO ANIMAL NUTRITION CORPORATION** is granted this amended Environmental Compliance Certificate (ECC) for the **increase in capacity of the existing Swine Growing-Finishing Farm 7 Project** located at **Brgy. San Agustin, Concepcion, Tarlac**, by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau, Region III.

SUBJECT ONLY to the conditions and restrictions set-out in this ECC and in the attached document labeled as Annex A. Recommendations have been provided in Annex B as guidance to concerned government agencies and local government units for consideration in their decision making.

It shall cover the operation of a swine growing-finishing farm (Group 2.2.7a) in an area of 135,447 square meters with the following components:

- Total population capacity from 8,800 heads to 9,460 heads
- Eleven (11) tunnel ventilated buildings

Project Geographical Coordinates/Location:

North Latitude - 15.391837°

East Longitude - 120.632691°

This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 30-2003. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this certificate.

Issued at City of San Fernando, Pampanga, this APR 02 2018

Recommending Approval

DENNIS O. CELESTIAL
Chief, Clearance and Permitting Division

Approved by:


LORMELYN E. CLAUDIO, CESO IV
Regional Director

Page 1 of 6

ECC-R03-1503-0105

Swine Growing-Finishing Farm Project

PILMICO ANIMAL NUTRITION CORPORATION

*The Earth is the Lord's and all that is in it (Psalm 24:1)
... Let's be good stewards!*

SWORN STATEMENT OF OWNER/AUTHORIZED REPRESENTATIVE

I CHRISTY H. EAVIARD, proponent of this SWINE GROWING-FINISHING PARRAGE EXPANSION PROJECT located in BULEY, SAN AGUSTIN, CONCEPCION, TARIAC takes full responsibility in complying with all conditions contained in this Environmental Compliance Commitment (Environmental Compliance Certificate or ECC).



Signature

TIN 005-238-037-000

Subscribed and sworn to before me this APR 30, 2018 day of _____ 2018, the above-named affiant taking oath presenting Residence Certificate No. _____ issued on _____ 2018 at _____.

NOTARY PUBLIC



ATTY. BIENVENIDO B. BACANI

Notary Public

Until December 31, 2019

PTR No. 8967522-1/3/18

IBP No. 1086716-1/3/18

Roll No. 25657

MCLE No. V-0006353-2/23/15

Doc. No. 328

Page No. 65

Book No. 54

Series of 2018

I. CONDITIONS**A. ENVIRONMENTAL MANAGEMENT and MONITORING PLAN (EMMoP)**

1. All mitigating measures in the submitted Environmental Performance Report and Management Plan (EPRMP) shall be implemented;
2. Implement proper housekeeping practices to prevent generation of obnoxious odor and proliferation of flies in the project area and adjacent vicinities;
3. Ensure that no wastes shall be burned in the area and that ecological waste management measures such as waste segregation, minimization, re-use, compositing, etc., are implemented;
4. The proponent shall construct and operate its Wastewater Treatment Facility (WTF) effectively to ensure compliance with the effluent standards of the DENR. The WTF shall be installed/provided with appropriate impermeable high density linings to prevent groundwater contamination;
5. Provide an accessible walkway leading to the WTF or effluent outfall area and the periphery of the project site for easy conduct of monitoring and water sampling;
6. Mortality pit shall be provided with adequate lining to prevent contamination of groundwater;
7. Planting of tree species shall be undertaken either within the project site and/or in other areas as part of the proponent's social and environmental program. The proponent shall submit to this Office within thirty (30) days from the date of approval of this ECC the Tree/Vegetation Plantation Plan which includes quantities and plant species, area/location and planting strategy and management programs, etc.;

B. GENERAL CONDITIONS

8. The proponent shall comply with the requirements of other environmental laws, i.e. Republic Act (RA) 8749 or "The Clean Air Act of 1999", RA 6969 or "Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990", RA 9003 or "Ecological Solid Waste Management Act of 2000" and RA 9275 or "Clean Water Act of 2004", among which are:
 - Secure Permit to Operate Air Pollution Source Control Installations (APSCI) and Discharge Permit Water Pollution Source/Control Facilities (WPSCF)
 - Designate Pollution Control Officer (PCO)
 - Submit quarterly Self Monitoring Report
 - Submit semi-annual Compliance Monitoring Report
 - Register as Hazardous Waste Generator
9. An Abandonment Plan shall be submitted to this Office ninety (90) days prior to the project's abandonment. The plan shall include remediation, clean-up and rehabilitation measures of contaminated areas and proposed alternative project of activity suitable in the area;

10. The proponent shall ensure that multi-chambered septic tank with impermeable high density linings shall be constructed to serve the facility and siphoning/desludging of the same shall be undertaken. Septage shall be hauled/transported and treated by a third party Licensed Hauler and Treater;
11. Copy of Environmental Compliance Certificate (ECC) shall be posted in a conspicuous area in the project site;
12. The proponent shall conduct quarterly wastewater sampling test for parameters such as BOD, Total Suspended Solids (TSS), Settleable Matter, pH and other applicable parameters. The results of which shall be submitted to EMB Region 03 as part of the Self-Monitoring Report;
13. The proponent shall formulate and implement Information Education Campaign (IEC) programs incorporating recommended environmental management practices through but shall not be limited to various advertising media (i.e., posters, billboards, etc.);
14. Comply with RA 9003 (Ecological Solid Waste Management Act) by implementing the following:
 - a. Provide designated temporary storage area/Material Recovery Facility for recyclables, electronic wastes, BFLs, batteries and other special waste;
 - b. Provide backyard composting area/facility (if applicable) or proof of collection;
 - c. Provide copy of Contract/MOA with the LGU as hauler and with Contract/MOA with accredited Sanitary Landfill (SLF) for disposal of residual waste; and
 - d. Provide copy of Certificate of Disposal/Treatment issued by accredited Sanitary Landfill (SLF) and Treatment, Storage and Disposal (TSD) Facility operators;
15. That should there be any complaint from the community related to environmental pollution, odor nuisance and sanitation problem brought about by the operation, the proponent shall be held responsible to address such problem;
16. The proponent shall allow inspection or monitoring that will be conducted by this Office anytime in coordination with concerned groups;
17. The proponent shall set-up a Multipartite Monitoring Team (MMT) composed of representatives from the Stakeholders within sixty (60) days from issuance of this Certificate. Likewise, an Environmental Monitoring Fund (EMF) and Environmental Guarantee Fund (EGF) to cover all costs attendant to the operation of the MMT and damages and compensation cost shall be established;
18. This Certificate shall supersede the ECC with Reference No. R03-1503-0105 dated March 17, 2015. Original copy of the superseded ECC (R03-1503-0105) shall be surrendered within thirty (30) days upon receipt of this Certificate;

II. RESTRICTIONS

19. Any expansion or modification of the approved project shall be subject to new EIA requirement, and
20. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify this Office within fifteen (15) days as regards to the transfer of ownership.

Non-compliance with any of the provisions of this certificate shall be a sufficient cause for the cancellation or suspension of this certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (50,000.00) for every violation thereof.

OR No. : 2662429
Processing Fee : P 2,000.00
Date : March 12, 2018


PROJECT ASSESSMENT PLANNING TOOL

For the assistance of the Proponent and government agencies concerned in the management of the project and for better coordination in mitigation on the impact of the project on its surrounding areas and to the environment.

By way of recommendation, the following have been taken notice by the undersigned and are forwarding these recommendations to the parties and authorities concerned for proper appreciation and action.

RECOMMENDATIONS TO CONCERNED GOVERNMENT AGENCY/LGUs	CONCERNED GOVERNMENT AGENCIES/ENTITIES
1. Provide proper storm drainage canal, concrete culverts, and other flood control measures to adequately receive and channel the run-off of silt-laden rain water to the nearby receiving body of water.	LGU/Municipal Engineers Office/Proponent
2. Provide segregation, collection, recycling, and disposal mechanism for solid waste.	LGU/Proponent
3. Comply with the Sanitation Code of the Philippines, Labor Code of the Philippines including Occupational Health and Safety Standards and Building Code of the Philippines.	DOH, DOLE- Bureau of Working Condition and Municipal Planning & Development Office / LGU / Proponent
ENVIRONMENTAL PLANNING RECOMMENDATIONS FOR THE PROPONENT	
The following are recommendations for the Proponent for the protection of the project area and the affected environment. It is strongly recommended that the same be strictly complied by the Proponents.	
1. Donate collectible recyclables to the LGU concerned.	
2. Undertake close monitoring by the proponent to maintain a high level of safety & efficiency to immediately address any environmental hazards or change that may take place.	

For dissemination and proper action of the parties concerned.


DENNIS O. CELESTIAL
 Chief, Clearance and Permitting Division


LORMELYN E. CLAUDIO, CESO IV
 Regional Director



ENVIRONMENTAL COMPLIANCE CERTIFICATE
(Issued under Presidential Decree 1586)
R03-1507-0297
Amended

THIS IS TO CERTIFY THAT **PILMICO ANIMAL NUTRITION CORPORATION** is granted this amended Environmental Compliance Certificate (ECC) for the **expansion of the existing Swine Growing-Finishing Farm 8 Project** located at **Brgy. Armenia, Tarlac City, Tarlac**, by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau, Region III.

SUBJECT ONLY to the conditions and restrictions set-out in this ECC and in the attached document labeled as Annex A. Recommendations have been provided in Annex B as guidance to concerned government agencies and local government units for consideration in their decision making.

It shall cover the operation of a swine growing-finishing farm (Group 2.2.7a) with the following components:

- Total population capacity from 9,460 heads to 12,900 heads
- From eleven (11) pig buildings to fifteen (15) pig buildings
- From 23.91 hectares to 27.2085 hectares

Project Geographical Coordinates/Location:

North Latitude - 15° 21' 0.19"
East Longitude - 120° 32' 0.28"

This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 30-2003. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this certificate.

Issued at City of San Fernando, Pampanga, this APR 03 2018

Recommending Approval

DENNIS O. CELESTIAL
Chief, Clearance and Permitting Division

Approved by:


LORMELYN E. CLAUDIO, CESO IV
Regional Director

SWORN STATEMENT OF OWNER/AUTHORIZED REPRESENTATIVE

I CHRISTY R. BAWIDAN, proponent of this SWINE GROWING-FINISHING FARM B ^{EXPANSION PROJECT}
located in BIGY ALMENDRA, TALLAC CITY takes full responsibility in
complying with all conditions contained in this Environmental Compliance Commitment
(Environmental Compliance Certificate or ECC).



Signature

TIN 005-238-032-000

Subscribed and sworn to before me this APR 30 2018 day of _____ 2018, the
above-named affiant taking oath presenting Residence Certificate No. _____
issued on _____ 2018 at _____.

NOTARY PUBLIC


ATTY BIENVENIDO B. BACANI
Notary Public
Until December 31, 2019
PTR No. 8967522-1/3/18
IBP No. 1086716-1/3/18
Roll No. 25657
MCLE No. V-0006353-2/23/15

Doc. No. 327
Page No. 66
Book No. 84
Series of 2018

I. CONDITIONS**A. ENVIRONMENTAL MANAGEMENT and MONITORING PLAN (EMMoP)**

1. All mitigating measures in the submitted Environmental Performance Report and Management Plan (EPRMP) shall be implemented;
2. Implement proper housekeeping practices to prevent generation of obnoxious odor and proliferation of flies in the project area and adjacent vicinities;
3. Ensure that no wastes shall be burned in the area and that ecological waste management measures such as waste segregation, minimization, re-use, composting, etc., are implemented;
4. The proponent shall construct and operate its Wastewater Treatment Facility (WTF) effectively to ensure compliance with the effluent standards of the DENR. The WTF shall be installed/provided with appropriate impermeable high density linings to prevent groundwater contamination;
5. Provide an accessible walkway leading to the WTF or effluent outfall area and the periphery of the project site for easy conduct of monitoring and water sampling;
6. Mortality pit shall be provided with adequate lining to prevent contamination of groundwater;
7. Planting of tree species shall be undertaken either within the project site and/or in other areas as part of the proponent's social and environmental program. The proponent shall submit to this Office within thirty (30) days from the date of approval of this ECC the Tree/Vegetation Plantation Plan which includes quantities and plant species, area/location and planting strategy and management programs, etc.;

B. GENERAL CONDITIONS

8. The proponent shall comply with the requirements of other environmental laws, i.e. Republic Act (RA) 8749 or "The Clean Air Act of 1999", RA 6969 or "Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990", RA 9003 or "Ecological Solid Waste Management Act of 2000" and RA 9275 or "Clean Water Act of 2004", among which are:
 - Secure Permit to Operate Air Pollution Source Control Installations (APSCI) and Discharge Permit Water Pollution Source/Control Facilities (WPSCF)
 - Designate Pollution Control Officer (PCO)
 - Submit quarterly Self Monitoring Report
 - Submit semi-annual Compliance Monitoring Report
 - Register as Hazardous Waste Generator
9. An Abandonment Plan shall be submitted to this Office ninety (90) days prior to the project's abandonment. The plan shall include remediation, clean-up and rehabilitation measures of contaminated areas and proposed alternative project of activity suitable in the area;

10. The proponent shall ensure that multi-chambered septic tank with impermeable high density linings shall be constructed to serve the facility and siphoning/desludging of the same shall be undertaken. Septage shall be hauled/transported and treated by a third party Licensed Hauler and Treater;
11. Copy of Environmental Compliance Certificate (ECC) shall be posted in a conspicuous area in the project site;
12. The proponent shall conduct quarterly wastewater sampling test for parameters such as BOD, Total Suspended Solids (TSS), Settleable Matter, pH and other applicable parameters. The results of which shall be submitted to EMB Region 03 as part of the Self-Monitoring Report;
13. The proponent shall formulate and implement Information Education Campaign (IEC) programs incorporating recommended environmental management practices through but shall not be limited to various advertising media (i.e., posters, billboards, etc.);
14. Comply with RA 9003 (Ecological Solid Waste Management Act) by implementing the following:
 - a. Provide designated temporary storage area/Material Recovery Facility for recyclables, electronic wastes, BFLs, batteries and other special waste;
 - b. Provide backyard composting area/facility (if applicable) or proof of collection;
 - c. Provide copy of Contract/MOA with the LGU as hauler and with Contract/MOA with accredited Sanitary Landfill (SLF) for disposal of residual waste; and
 - d. Provide copy of Certificate of Disposal/Treatment issued by accredited Sanitary Landfill (SLF) and Treatment, Storage and Disposal (TSD) Facility operators;
15. That should there be any complaint from the community related to environmental pollution, odor nuisance and sanitation problem brought about by the operation, the proponent shall be held responsible to address such problem;
16. The proponent shall allow inspection or monitoring that will be conducted by this Office anytime in coordination with concerned groups;
17. The proponent shall set-up a Multipartite Monitoring Team (MMT) composed of representatives from the Stakeholders within sixty (60) days from issuance of this Certificate. Likewise, an Environmental Monitoring Fund (EMF) and Environmental Guarantee Fund (EGF) to cover all costs attendant to the operation of the MMT and damages and compensation cost shall be established;
18. This Certificate shall supersede the ECC with Reference No. R03-1507-0297 dated September 23, 2015. Original copy of the superseded ECC (R03-1507-0297) shall be surrendered within thirty (30) days upon receipt of this Certificate;

II. RESTRICTIONS

19. Any expansion or modification of the approved project shall be subject to new EIA requirement; and
20. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify this Office within fifteen (15) days as regards to the transfer of ownership.

Non-compliance with any of the provisions of this certificate shall be a sufficient cause for the cancellation or suspension of this certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (50,000.00) for every violation thereof.

OR No. : 2662430
Processing Fee : P 2,000.00
Date : March 12, 2018


PROJECT ASSESSMENT PLANNING TOOL

For the assistance of the Proponent and government agencies concerned in the management of the project and for better coordination in mitigation on the impact of the project on its surrounding areas and to the environment.

By way of recommendation, the following have been taken notice by the undersigned and are forwarding these recommendations to the parties and authorities concerned for proper appreciation and action.

RECOMMENDATIONS TO CONCERNED GOVERNMENT AGENCY/LGUs	CONCERNED GOVERNMENT AGENCIES/ENTITIES
1. Provide proper storm drainage canal, concrete culverts, and other flood control measures to adequately receive and channel the run-off of silt-laden rain water to the nearby receiving body of water.	LGU/Municipal Engineers Office/Proponent
2. Provide segregation, collection, recycling, and disposal mechanism for solid waste.	LGU/Proponent
3. Comply with the Sanitation Code of the Philippines, Labor Code of the Philippines including Occupational Health and Safety Standards and Building Code of the Philippines.	DOH, DOLE- Bureau of Working Condition and Municipal Planning & Development Office / LGU / Proponent
ENVIRONMENTAL PLANNING RECOMMENDATIONS FOR THE PROPONENT	
The following are recommendations for the Proponent for the protection of the project area and the affected environment. It is strongly recommended that the same be strictly complied by the Proponents.	
1. Donate collectible recyclables to the LGU concerned.	
2. Undertake close monitoring by the proponent to maintain a high level of safety & efficiency to immediately address any environmental hazards or change that may take place.	

For dissemination and proper action of the parties concerned.


DENNIS O. CELESTIAL
 Chief, Clearance and Permitting Division


LORMELYN E. CLAUDIO, CESO IV
 Regional Director



Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
ENVIRONMENTAL MANAGEMENT BUREAU

Regional Office No. III
Turquoise Street, Zone 2, Ramar Village
San Agustin, City of San Fernando, Pampanga
Tel. Nos. (045) 455-3316, 455-3080, 455-4340, 961-5206

JAN 25 2018

ECC Ref. Code No. R03-08162017-4226

PILMICO ANIMAL NUTRITION CORPORATION

Brgy. Armenia, Tarlac City

Tarlac

Dear Sir/ Madam:

This refers to your application for an Environmental Compliance Certificate (ECC) for the **proposed Swine Growing-Finishing Farm 11** to be located at Brgy. Armenia, Tarlac City, Tarlac.

After satisfying the requirements of the said application, this Office has decided to grant an Environmental Compliance Certificate (ECC) to the above-mentioned project.

In issuing this **CERTIFICATE**, it is expected that you will diligently secure pertinent **PERMITS/CLEARANCES** from all concerned government agencies.

With the issuance of this ECC, you are expected to implement the measures presented in the submitted Environmental Impact Statement (EIS), intended to protect and mitigate the project's adverse impacts on community health, welfare and the environment. Environmental considerations shall be incorporated in all phases and aspects of the project. You may proceed with project implementation, after securing all the necessary permits from the pertinent government agencies. This Office will be monitoring the project periodically to ensure your compliance with the stipulations cited in the attached ECC.

Please be guided accordingly.

Very truly yours,

LORMELYN E. CLAUDIO, CESO IV
Regional Director

cc: LGU-Tarlac City, Tarlac
City Engineers Office
Department of Health
Department of Labor and Employment
City Planning and Development Office

*"The Earth is the Lord's and all that is in it (Psalm 24:1)
... Let's be good stewards!"*



ENVIRONMENTAL COMPLIANCE CERTIFICATE
(Issued Under Presidential Decree 1586)
R03-08162017-4226

THIS IS TO CERTIFY THAT **PILMICO ANIMAL NUTRITION CORPORATION** is granted this Environmental Compliance Certificate (ECC) for the **proposed Swine Growing-Finishing Farm 11** to be located at **Brgy. Armenia, Tarlac City, Tarlac**, by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau, Region III.

THIS IS SUBJECT to the conditions and restrictions set-out in this ECC and in the attached document labeled as Annex A. Recommendations have been provided in Annex B as guidance to concerned government agencies and local government units for consideration in their decision making.

It shall cover the operation of a piggery farm (Group 2.2.7) with a capacity of 5,600 heads grower to be housed in 7 tunnel-ventilated buildings covering an area of 111,768 square meters:

Project Geographical Coordinates/Location:

North Latitude - 15.438123^o
East Longitude - 120.536636^o


This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 30-2003. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this certificate.

Issued at City of San Fernando, Pampanga, this JAN 25 2018.

Recommending Approval:


DENNIS O. CELESTIAL
Chief, Clearance and Permitting Division

Approved by:


LORMELYN E. CLAUDIO, CESO IV
Regional Director

SWORN STATEMENT OF OWNER/AUTHORIZED REPRESENTATIVE

I MARINA P. GALANGA, proponent of this Swine Growing Finishing Farm located at Brgy. Ambarin Tulae city takes full responsibility in complying with all conditions contained in this Environmental Compliance Certificate (ECC).


Signature

TIN 905-544-911-000

Subscribed and sworn to before me this FEB 01 2018 day of _____, 2018, the above-named affiant taking oath presenting Residence Certificate No. _____ issued on _____ 2018 at _____.


NOTARY PUBLIC

ATTY BIENVENIDO B. BACANI
Notary Public
Until December 31, 2019
PTR No. 896/522-1/3/18
IBP No. 1086716-1/3/18
Roll No. 25657
MCLE No. V-0005353-2/23/15

Doc. No. 921
Page No. 185
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Series of 2018

I. CONDITIONS**A. ENVIRONMENTAL MANAGEMENT and MONITORING PLAN (EMMoP)**

1. All mitigating measures in the submitted Environmental Impact Statement (EIS) shall be implemented;
2. Implement proper housekeeping practices to prevent generation of obnoxious odor and proliferation of flies in the project area and adjacent vicinities;
3. Ensure that no wastes shall be burned in the area and that ecological waste management measures such as waste segregation, minimization, re-use, composting, etc., are implemented.
4. The proponent shall construct and operate its Wastewater Treatment Facility (WTF) effectively to ensure compliance with the effluent standards of the DENR. The WTF shall be installed/provided with appropriate impermeable high density linings to prevent groundwater contamination;
5. Provide an accessible walk-way leading to the WTF or effluent outfall area and the periphery of the project site for easy conduct of monitoring and water sampling.
6. Mortality pit shall be provided with adequate lining to prevent contamination of groundwater.
7. Planting of native tree species shall be undertaken either within the project site and/or in other areas as part of the proponent's social and environmental program. A Tree/Vegetation Plantation Plan shall be submitted to this Office within thirty (30) days from the date of approval of this ECC which includes quantities and plant species, area/location and planting strategy and management programs, etc.;
8. The proponent shall establish a vegetative buffer zone/green area of sufficient width along the perimeter line of the livestock farm and the same shall be planted with fragrant and appropriate species to minimize the impact of odor and noise nuisance to the surrounding areas/communities;

B. GENERAL CONDITIONS

9. The proponent shall comply with the requirements of other environmental laws, i.e. Republic Act (RA) 8749 or "The Clean Air Act of 1999", RA 6969 or "Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990", RA 9003 or "Ecological Solid Waste Management Act of 2000" and RA 9275 or "Clean Water Act of 2004", among which are:
 - Secure Permit to Operate Air Pollution Source Control Installations (APSCI) and Discharge Permit for Water Pollution Source/Control Facilities (WPSCF)
 - Designate Pollution Control Officer (PCO)
 - Submit quarterly Self Monitoring Report (SMR)
 - Submit semi-annual Compliance Monitoring Report (CMR)
 - Register as Hazardous Waste Generator

10. The proponent shall ensure that multi-chambered septic tank shall be constructed to serve the facility and siphoning/desludging of the same shall be undertaken. Septage shall be hauled/transported and treated by a third party Licensed Hauler and Treater;
11. Comply with RA 9003 (Ecological Solid Waste Management Act) in coordination with the Local Government Unit (LGU) by implementing the following:
 - a. The proponent shall establish and institute an ecological solid wastes management system to ensure segregation at source, segregated, collection, temporary storage at the Materials Recovery Facility (MRF) and appropriate disposal of solid and hazardous wastes, waste minimization and other ecological waste management practices;
 - b. Construct a Materials Recovery Facility (MRF) with composting system for biodegradable wastes, recyclables and temporary storage area for electronic wastes, busted fluorescent lamps (BFLs), batteries and other special/ hazardous wastes;
 - c. Ensure the proper disposal of solid wastes. As such, provide a copy of Contract/Memorandum of Agreement (MOA) with the Local Government Unit (LGU) as hauler and with Contract /MOA with an accredited Sanitary Landfill (SLF) for disposal of residual wastes;
 - d. Provide copy of Certificate of Disposal/Treatment issued by accredited Sanitary Landfill (SLF) and Treatment, Storage and Disposal (TSD) Facility operators;
12. An Abandonment Plan shall be submitted to this Office ninety (90) days prior to the project's abandonment. The plan shall include remediation, clean-up and rehabilitation measures of contaminated areas and proposed alternative project or activity suitable in the area;
13. Copy of Environmental Compliance Certificate (ECC) shall be posted in a conspicuous area in the project site;
14. The proponent shall conduct quarterly water sampling tests for the receiving waterbody, groundwater and influent/effluent for parameters such as BOD, Total Suspended Solids (TSS), pH and semi-annual ambient air sampling test for Ammonia and Hydrogen Sulfide (H₂S) and other applicable parameters (air and water) and results of which shall be submitted to EMB Region 3 as part of the Self Monitoring Report;
15. The proponent shall formulate and implement Information Education Campaign (IEC) programs incorporating recommended environmental management practices through but shall not be limited to various advertising media (i.e., posters, billboards, etc).
16. That should there be any complaint from the community related to environmental pollution, odor nuisance and sanitation problem brought about by the farm's operation, the proponent shall be held responsible to address such problem;
17. The proponent shall allow inspection or monitoring that will be conducted by this Office anytime in coordination with concerned groups;

18. The proponent shall set up a Multipartite Monitoring Team (MMT) composed of representatives from the stakeholders within sixty (60) days from receipt of this Certificate. Likewise, an Environmental Monitoring Fund (EMF) to cover all costs attendant to the operation of the MMT shall be established;

II. RESTRICTIONS

19. Any expansion or modification of the approved project shall be subject to new EIA requirement; and

20. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify this Office within fifteen (15) days as regards to the transfer of ownership.

Non-compliance with any of the provisions of this certificate shall be a sufficient cause for the cancellation or suspension of this certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (50,000.00) for every violation thereof.

OR No. : 2659985
Processing Fee : P10,000
Date : August 1, 2017




PROJECT ASSESSMENT PLANNING TOOL

For the assistance of the Proponent and government agencies concerned in the management of the project and for better coordination in mitigation on the impact of the project on its surrounding areas and to the environment.

By way of recommendation, the following have been taken notice by the undersigned and are forwarding these recommendations to the parties and authorities concerned for proper appreciation and action.

RECOMMENDATIONS TO CONCERNED GOVERNMENT AGENCY/LGUs	CONCERNED GOVERNMENT AGENCIES/ENTITIES
1. Provide drainage canal, concrete culverts, and other flood control measures to adequately receive and channel the run-off of silt-laden rain water to the nearby receiving body of water.	City Engineers Office/ Proponent
2. Provide segregation, collection, recycling, and disposal mechanism for solid waste.	LGU/Proponent
3. Comply with the Sanitation Code of the Philippines, Labor Code of the Philippines including Occupational Health and Safety Standards and Building Code of the Philippines.	DOH, DOLE- Bureau of Working Condition and City Planning & Devt. Office/LGU/Proponent
4. Observe and protect legal easement along rivers and creeks i.e. establishment of linear park along the easement, construction of boundary wall to prevent encroachment of the required legal easement of adjacent creek/river and regular clean-up and desilting of adjacent creek/river to prevent clogging.	HLURB/LGU/Proponent
<p align="center">ENVIRONMENTAL PLANNING RECOMMENDATIONS FOR THE PROPONENT</p> <p>The following are recommendations for the Proponent for the protection of the project area and the affected environment. It is strongly recommended that the same be strictly complied by the Proponents.</p>	
1. Ensure efficient use of energy and other resources, i.e. rainwater collecting reservoir, pressure cleaners, nozzles, scraper systems, automatic drinking system, use of partially/fully elevated slatted floorings, etc.	
2. Ensure that the best available technologies shall be adopted and promote the use of renewable energy, i.e. solar cell panel, solid/liquid separator, biogas digester with methane recovery, tunnel ventilated pig buildings to minimize use of water, prevent obnoxious odor and flies and ensure compliance with the effluent standards	
3. Donate collectible recyclables to Local Government Unit (LGU)	
4. Undertake close monitoring to maintain a high level of safety & efficiency to immediately address any environmental hazards or change that may take place.	
5. Formulate and implement mitigating measures in the submitted EMP to include the regular and proper cleaning of the area, using disinfectants to prevent proliferation of flies, proper collection of pig manure and proper disposal of dead pigs.	

For dissemination and proper action of the parties concerned.


DENNIS O. CELESTIAL
Chief, Clearance and Permitting Division


LORMELYN E. CLAUDIO, CESO IV
Regional Director



Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
ENVIRONMENTAL MANAGEMENT BUREAU

Regional Office No. III, Turquoise Street, Zone 2, Ramar Village, San Agustin

City of San Fernando, Pampanga

Tel. Nos. (045) 455-3316, 455-3080, 455-4340

402-5071, 402-5073, 402-5074

ENVIRONMENTAL COMPLIANCE CERTIFICATE
(Issued under Presidential Decree 1586)
R03-08092018-4569

THIS IS TO CERTIFY THAT **PILMICO ANIMAL NUTRITION CORPORATION** is granted this Environmental Compliance Certificate (ECC) for the proposed **Swine Growing – Finishing Farm 12** to be located at **Brgy. Balanti, Tarlac City, Tarlac**, by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau, Region III.

SUBJECT ONLY to the conditions and restrictions set-out in this ECC and in the attached document labeled as Annex A. Recommendations have been provided in Annex B as guidance to concerned government agencies and local government units for consideration in their decision making.

It shall cover the operation of a swine growing and finishing farm (Group 2.2.7a) with a capacity of 13,000 heads to be housed in 10 units tunnel ventilated building covering an area of 181,421 square meters with Deed of Absolute Sale.

Project Geographical Coordinates/Location:

North Latitude - 15° 26' 36.26"

East Longitude - 120° 31' 37.79"

This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 30-2003. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this certificate.

Issued at City of San Fernando, Pampanga, this **AUG 20 2018**.

Recommending Approval

ENGR. DENNIS O. CELESTIAL
Chief, Clearance and Permitting Division

Approved by:


LORMELYN E. CLAUDIO, CESO IV
Regional Director

I. CONDITIONS**A. ENVIRONMENTAL MANAGEMENT and MONITORING PLAN (EMMoP)**

1. All mitigating measures in the submitted Environmental Impact Statement (EIS) shall be implemented;
2. Implement proper housekeeping practices to prevent generation of obnoxious odor and proliferation of flies in the project area and adjacent vicinities;
3. Ensure that no wastes shall be burned in the area and that ecological waste management measures such as waste segregation, minimization, re-use, compositing, etc., are implemented;
4. The proponent shall construct and operate its Wastewater Treatment Facility (WTF) effectively to ensure compliance with the effluent standards of the DENR. The WTF shall be installed/provided with appropriate impermeable high-density linings to prevent groundwater contamination;
5. Provide an accessible walkway leading to the WTF or effluent outfall area and the periphery of the project site for easy conduct of monitoring and water sampling;
6. Mortality pit shall be provided with adequate lining to prevent contamination of groundwater;
7. Planting of tree species shall be undertaken either within the project site and/or in other areas as part of the proponent's social and environmental program. The proponent shall submit to this Office within thirty (30) days from the date of approval of this ECC the Tree/Vegetation Plantation Plan which includes quantities and plant species, area/location and planting strategy and management programs, etc.;

B. GENERAL CONDITIONS

8. The proponent shall comply with the requirements of other environmental laws, i.e. Republic Act (RA) 8749 or "The Clean Air Act of 1999", RA 6969 or "Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990", RA 9003 or "Ecological Solid Waste Management Act of 2000" and RA 9275 or "Clean Water Act of 2004", among which are:
 - Secure Permit to Operate Air Pollution Source Control Installations (APSCI) and Discharge Permit Water Pollution Source/Control Facilities (WPSCF)
 - Designate Pollution Control Officer (PCO)
 - Submit quarterly Self Monitoring Report
 - Submit semi-annual Compliance Monitoring Report
 - Register as Hazardous Waste Generator
9. An Abandonment Plan shall be submitted to this Office ninety (90) days prior to the project's abandonment. The plan shall include remediation, clean-up and rehabilitation measures of contaminated areas and proposed alternative project of activity suitable in the area;

10. The proponent shall ensure that multi-chambered septic tank with impermeable high-density linings shall be constructed to serve the facility and siphoning/desludging of the same shall be undertaken. Septage shall be hauled/transported and treated by a third party Licensed Hauler and Treater;
11. Copy of Environmental Compliance Certificate (ECC) shall be posted in a conspicuous area in the project site;
12. The proponent shall conduct quarterly wastewater sampling test for parameters such as BOD, Total Suspended Solids (TSS), Settleable Matter, pH and other applicable parameters. The results of which shall be submitted to EMB Region 3 as part of the Self-Monitoring Report;
13. The proponent shall formulate and implement Information Education Campaign (IEC) programs incorporating recommended environmental management practices through but shall not be limited to various advertising media (i.e., posters, billboards, etc.);
14. Comply with RA 9003 (Ecological Solid Waste Management Act) by implementing the following:
 - a. Provide designated temporary storage area/Material Recovery Facility for recyclables, electronic wastes, BFLs, batteries and other special waste;
 - b. Provide backyard composting area/facility (if applicable) or proof of collection;
 - c. Provide copy of Contract/MOA with the LGU as hauler and with Contract/MOA with accredited Sanitary Landfill (SLF) for disposal of residual waste; and
 - d. Provide copy of Certificate of Disposal/Treatment issued by accredited Sanitary Landfill (SLF) and Treatment, Storage and Disposal (TSD) Facility operators;
15. That should there be any complaint from the community related to environmental pollution, odor nuisance and sanitation problem brought about by the operation, the proponent shall be held responsible to address such problem;
16. The proponent shall allow inspection or monitoring that will be conducted by this Office anytime in coordination with concerned groups;
17. The proponent shall set-up a Multipartite Monitoring Team (MMT) composed of representatives from the Stakeholders within sixty (60) days from issuance of this Certificate. Likewise, an Environmental Monitoring Fund (EMF) and Environmental Guarantee Fund (EGF) to cover all costs attendant to the operation of the MMT and damages and compensation cost shall be established;

II. RESTRICTIONS

18. Any expansion or modification of the approved project shall be subject to new EIA requirement; and
19. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify this Office within fifteen (15) days as regards to the transfer of ownership.

Non-compliance with any of the provisions of this certificate shall be a sufficient cause for the cancellation or suspension of this certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (50,000.00) for every violation thereof.

OR No. : 2662684
Processing Fee : Php 10,000.00
Date : April 16, 2018


PROJECT ASSESSMENT PLANNING TOOL

For the assistance of the Proponent and government agencies concerned in the management of the project and for better coordination in mitigation on the impact of the project on its surrounding areas and to the environment.

By way of recommendation, the following have been taken notice by the undersigned and are forwarding these recommendations to the parties and authorities concerned for proper appreciation and action.

RECOMMENDATIONS TO CONCERNED GOVERNMENT AGENCY/LGUs	CONCERNED GOVERNMENT AGENCIES/ENTITIES
1. Provide proper storm drainage canal, concrete culverts, and other flood control measures to adequately receive and channel the run-off of silt-laden rain water to the nearby receiving body of water.	LGU/Municipal Engineers Office/Proponent
2. Provide segregation, collection, recycling, and disposal mechanism for solid waste.	LGU/Proponent
3. Comply with the Sanitation Code of the Philippines, Labor Code of the Philippines including Occupational Health and Safety Standards and Building Code of the Philippines.	DOH, DOLE- Bureau of Working Condition and Municipal Planning & Development Office / LGU / Proponent
ENVIRONMENTAL PLANNING RECOMMENDATIONS FOR THE PROPONENT	
The following are recommendations for the Proponent for the protection of the project area and the affected environment. It is strongly recommended that the same be strictly complied by the Proponents.	
1. Donate collectible recyclables to the LGU concerned.	
2. Undertake close monitoring by the proponent to maintain a high level of safety & efficiency to immediately address any environmental hazards or change that may take place.	

For dissemination and proper action of the parties concerned.


ENGR. DENNIS O. CELESTIAL
 Chief, Clearance and Permitting Division


LORMELYN E. CLAUDIO, CESO IV
 Regional Director



Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
ENVIRONMENTAL MANAGEMENT BUREAU

Regional Office No. III 4/F Mel-Vi Bldg., Olongapo-Gapan Road
Dolores, City of San Fernando, Pampanga
Telefax Nos. (045) 961-5203; 961-5206; 861-2361

SEP 22 2015

ECC Ref. Code No. R03-1507-0295
PILMICO ANIMAL NUTRITION CORPORATION
Brgy. Armenia, Tarlac City
Tarlac

Dear Sir/Madam,

This refers to your application for an Environmental Compliance Certificate (ECC) for the **proposed Poultry Layer Farm 1** to be located at Brgy. Armenia, Tarlac City, Tarlac..

After satisfying the requirements of the said application, this Office has decided to grant an Environmental Compliance Certificate (ECC) to the above-mentioned project.

In issuing this **CERTIFICATE**, it should be understood that the same is a **PLANNING TOOL** and not a **PERMIT**. It is expected that you will diligently secure pertinent **PERMITS/CLEARANCES** from all concerned government agencies.

With the issuance of this ECC, you are expected to implement the measures presented in the Environmental Impact Statement (EIS), intended to protect and mitigate the project's adverse impacts on community health, welfare and the environment. Environmental considerations shall be incorporated in all phases and aspects of the project. You may proceed with project implementation, after securing all the necessary permits from the pertinent government agencies. This Office will be monitoring the project periodically to ensure your compliance with the stipulations cited in the attached ECC.

Please be guided accordingly.

Very truly yours,


LORMELYN E. CLAUDIO, CESO IV
Regional Director

cc: LGU-Tarlac City, Tarlac
City Engineers Office
Department of Health
Department of Labor and Employment
City Planning and Development Office



Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
ENVIRONMENTAL MANAGEMENT BUREAU
Regional Office No. III 4/F Mel-Vi Bldg., Olongapo-Gapan Road
Dolores, City of San Fernando, Pampanga
Telefax Nos. (045) 961-5203; 961-5206; 861-2361

ENVIRONMENTAL COMPLIANCE CERTIFICATE
(Issued Under Presidential Decree 1586)
R03-1507-0295

THIS IS TO CERTIFY THAT **PILMICO ANIMAL NUTRITION CORPORATION** is granted this Environmental Compliance Certificate (ECC) for the **proposed Poultry Layer Farm 1** to be located at **Brgy. Armenia, Tarlac City, Tarlac**, by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau, Region III.

SUBJECT ONLY to the conditions and restrictions set-out in this ECC and in the attached document labeled as Annex A. Recommendations have been provided in Annex B as guidance to concerned government agencies and local government units for consideration in their decision making.

It shall cover the operation of a poultry farm (Group 2.2.7d) with a capacity of 691,200 birds to be housed 16 buildings covering an area of 17.874 hectares to boundary of which is defined under TCT Nos.

Project Geographical Coordinates/Location:
North Latitude - 15.431647⁰
East Longitude - 120.536773⁰

This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 30-2003. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this certificate.

Issued at City of San Fernando, Pampanga, this SEP 22 2015.

Recommending Approval:


DENNIS O. CELESTIAL
Chief, Clearance and Permitting Division

Approved by:


LORMELYN E. CLAUDIO, CESO IV
Regional Director

SWORN STATEMENT OF OWNER/AUTHORIZED REPRESENTATIVE

I Jemael Fabra, proponent of this Poultry Layer Farm located in Armenia, Tarlac City takes full responsibility in complying with all conditions contained in this Environmental Compliance Commitment (Environmental Compliance Certificate or ECC).


Signature

TIN _____

Subscribed and sworn to before me this OCT 08 2015 day of _____, 2015, the above-named affiant taking oath presenting Residence Certificate No. _____ issued on _____ 2015 at _____.

CONRADO T. DANAN
Notary Public
Until December 31, 2016
- Tax No. 8282882-1/5/15
NOTARY PUBLIC
BP No. 361321-1/3/15
Pampanga
Roll No. 27347
MCLE No. IV-0010126

Doc. No. 892
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I. CONDITIONS

A. ENVIRONMENTAL MANAGEMENT and MONITORING PLAN (EMMoP)

1. All mitigating measures in the submitted Environmental Impact Assessment (EIS) shall be implemented;
2. Implement proper housekeeping practices to prevent generation of obnoxious odor and proliferation of flies in the project area and adjacent vicinities;
3. Ensure that no wastes shall be burned in the area and that ecological waste management measures such as waste segregation, minimization, re-use, composting, etc., are implemented.
4. Planting of native tree species shall be undertaken either within the project site and/or in other areas as part of the proponent's social and environmental program. A Tree/Vegetation Plantation Plan shall be submitted to this Office within thirty (30) days from the date of approval of this ECC which includes quantities and plant species, area/location and planting strategy and management programs, etc.;
5. The proponent shall establish a vegetative buffer zone/green area of sufficient width along the perimeter line of the livestock farm and the same shall be planted with fragrant and appropriate species to minimize the impact of odor and noise nuisance to the surrounding areas/communities;

B. GENERAL CONDITIONS

6. The proponent shall comply with the requirements of other environmental laws, i.e. Republic Act (RA) 8749 or "The Clean Air Act of 1999", RA 6969 or "Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990", RA 9003 or "Ecological Solid Waste Management Act of 2000" and RA 9275 or "Clean Water Act of 2004", among which are:
 - Secure Permit to Operate Air Pollution Source Control Installations (APSCI) and Discharge Permit Water Pollution Source/Control Facilities (WPSCF)
 - Designate Pollution Control Officer (PCO)
 - Submit quarterly Self Monitoring Report
 - Submit semi-annual Compliance Monitoring Report
 - Register as Hazardous Waste Generator
7. Copy of Environmental Compliance Certificate (ECC) shall be posted in a conspicuous area in the project site;
8. The proponent shall formulate and implement Information Education Campaign (IEC) programs incorporating recommended environmental management practices through but shall not be limited to various advertising media (i.e., posters, billboards, etc.);
9. An Abandonment Plan shall be submitted to this Office ninety (90) days prior to the project's abandonment. The plan shall include remediation, clean-up and rehabilitation measures of contaminated areas and proposed alternative project or activity suitable in the area;

10. That should there be any complaint from the community related to environmental pollution, odor nuisance and sanitation problem brought about by the poultry farm's operation, the proponent shall be held responsible to address such problem;
11. The proponent shall allow inspection or monitoring that will be conducted by this Office anytime in coordination with concerned groups;
12. The proponent shall set up a Multipartite Monitoring Team (MMT) composed of representatives from the proponent, LGU concerned, stakeholders and this Office. Likewise, an Environmental Monitoring Fund (EMF) to cover all costs attendant to the operation of the MMT shall be established;

II. RESTRICTIONS

13. Any expansion or modification of the approved project shall be subject to new EIA requirement; and
14. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify this Office within fifteen (15) days as regards to the transfer of ownership.

Non-compliance with any of the provisions of this certificate shall be a sufficient cause for the cancellation or suspension of this certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (50,000.00) for every violation thereof.

OR No. : 8012081 / 8013134
Proposed fee : P300 / P3,700
Date : April 20, 2015 / June 23, 2015



PROJECT ASSESSMENT PLANNING TOOL

This is for the assistance of the Proponent and government agencies concerned in the management of the project and for better coordination in mitigation on the impact of the project on its surrounding areas and to the environment.

By way of recommendation, the following have been taken notice by the undersigned and are forwarding these recommendations to the parties and authorities concerned for proper appreciation and action.

RECOMMENDATIONS TO CONCERNED GOVERNMENT AGENCIES/LGUs	CONCERNED GOVERNMENT AGENCIES/ENTITIES
1. Provide storm drainage canal, concrete culverts, and other flood control measures to adequately receive and channel the run-off of silt-laden rain water to the nearby receiving body of water.	Municipal Engineers Office/ Proponent
2. Provide segregation, collection, recycling, and disposal mechanism for solid waste.	LGU/Proponent
3. Comply with the Sanitation Code of the Philippines, Labor Code of the Philippines including Occupational Health and Safety Standards and Building Code of the Philippines.	DOH, DOLE- Bureau of Working Condition and Municipal Planning & Devt. Office / LGU / Proponent
ENVIRONMENTAL PLANNING RECOMMENDATIONS FOR THE PROPONENT	
The following are recommendations for the Proponent for the protection of the project area and the affected environment. It is strongly recommended that the same be strictly complied by the Proponents.	
1. Donate collectible recyclables to the LGU concerned	
2. Implement mitigating measures to include the regular and proper cleaning of the area, using disinfectants to prevent proliferation of flies, proper collection of chicken manure and proper disposal of dead birds.	

For dissemination and proper action of the parties concerned.


DENNIS O. CELESTIAL
 Chief, Clearance and Permitting Division


LORMELYN E. CLAUDIO, CESO IV
 Regional Director



Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
ENVIRONMENTAL MANAGEMENT BUREAU

Regional Office No. III, 4/F Mel-Vi Bldg., Olongapo-Gapan Rd.
Dolores, City of San Fernando, Pampanga
Telephone Nos. (045) 860-2875 & (045) 861-2361
Telefax No. (045) 961-5203 & (045) 961-5206

MAY 03 2007

ECC Ref. Code No. 03TA-0703-10-056-116A

FIL-AM FOODS INCORPORATED

Sto. Domingo II, Capas

Tarlac

Dear Sir/Madam,

This refers to your application for an Environmental Compliance Certificate (ECC) for the proposed **SWINE BREEDER FARM (NUCLEUS FARM)** to be located in Sitio Guliman, Brgy. Sto. Rosario, Capas, Tarlac.

After evaluation of the documents submitted on the aforesaid project, this Office has decided to grant the same an Environmental Compliance Certificate (ECC).

You may proceed with project implementation, however, you are advised to secure all the necessary permits from the pertinent government agencies. Further, this Office will be monitoring the project periodically to ensure your compliance with the stipulations cited in the attached Environmental Compliance Certificate (ECC). Any expansion of currently approved operations will be subject to another Environmental Impact Assessment (EIA) requirements.

Very truly yours,



OSCAR C. CABANAYAN, CESO VI
Regional Director



Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
ENVIRONMENTAL MANAGEMENT BUREAU

Regional Office No. III, 4/F Mel-VI Bldg., Olongapo-Gapan Rd.,
Dolores, City of San Fernando, Pampanga
Telephone Nos. (045) 860-2875 & (045) 861-2361
Telefax No. (045) 961-5203 & (045) 961-5206

ENVIRONMENTAL COMPLIANCE CERTIFICATE

(Issued under Presidential Decree No 1586)

Reference Code No. 03TA-0703 10-056-116A

THIS IS TO CERTIFY THAT **FIL-AM FOODS INCORPORATED** is granted this Environmental Compliance Certificate (ECC) for the proposed **SWINE BREEDER FARM (NUCLEUS FARM)** project to be located in **Sitio Guliman, Brgy. Sto. Rosario, Capas, Tarlac**, by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau, Region III.

SUBJECT ONLY to the conditions and restrictions set-out in this certificate.

This certification is issued with the following details:

It shall cover the operation of a swine breeding farm with a maximum population of not to exceed sixteen thousand four hundred nine (16,409) heads housed in twenty four (24) pig buildings in an area of one hundred seventy eight thousand eighty seven (178,087) square meters.

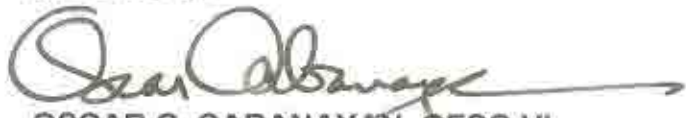
This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 2003-30. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this certificate.

Issued at City of San Fernando, Pampanga, this 3rd day of May 2007.

Recommending Approval:


REYNALDO E. GARCIA
Chief, Environmental Impact Assessment
& Management Division

Approved by:


OSCAR C. CABANAYAN, CESO VI
Regional Director

SWORN STATEMENT OF OWNER/AUTHORIZED REPRESENTATIVE

Under the provisions of Presidential Decree 1586, I HEREBY CERTIFY that the information provided to the Department of Environment and Natural Resources pertaining to this project are true and correct to the best of my personal knowledge and based on the records in my possession.



Signature

TIN 123-303-192

Subscribed and sworn to before me this 27 day of July, 2007, the above-named affiant taking oath presenting Residence Certificate No. _____ issued on _____ 2007 at _____



Notary Public

WILFREDO S. ABIOB
NOTARY PUBLIC

UNTIL DECEMBER 31, 2007

PTR NO. 3552840-1-3-07

IBP NO. 243027

ROLL NO. 11082

PROVINCE OF PAMPANGA

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I. CONDITIONS

ENVIRONMENTAL MANAGEMENT

The proponent shall strictly implement the following mitigating, enhancement, and rehabilitating measures:

1. All mitigating measures in the submitted Environmental Impact Statement (EIS) shall be implemented;
2. Implement proper house keeping practices to prevent generation of obnoxious odor and proliferation of flies.
3. Ensure that no wastes shall be burned in the area and that ecological waste management measures such as waste segregation, minimization, re-use, composting, etc., are implemented.
4. Ensure the effective operation of its Wastewater Treatment Facility (WTF) to ensure compliance with the effluent standards of the DENR;
5. Provide an accessible walk-way leading to the WTF or effluent outfall area and the periphery of the project site for easy conduct of monitoring and water sampling.
6. Mortality pit shall be provided with adequate lining to prevent contamination of groundwater.
7. Planting of trees shall be undertaken either within the project site and/or in other areas as part of the proponent's social and environmental program;

GENERAL CONDITIONS

Further administrative conditions for the grant of this certificate shall be strictly complied:

8. The proponent shall comply with the requirements of other environmental laws, i.e. Republic Act (RA) 8749 or "The Clean Air Act of 1999", RA 6969 or "Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990", RA 9003 or "Ecological Solid Waste Management Act of 2000" and RA 9275 or "Clean Water Act of 2004", among which are:
 - Secure Permit to Operate Air Pollution Source Control Installations (APSCI) and Discharge Permit for Water Pollution Source/Control Facilities (WPSCF)
 - Designate Pollution Control Officer (PCO)
 - Submit Self Monitoring Report
 - Register as Hazardous Waste Generator for the generation of hazardous wastes such as laboratory wastes, expired feed additives and veterinary medicines, busted fluorescent lamps/bulbs, etc.
9. The proponent shall set-up a Multipartite Monitoring Team (MMT) composed of representatives from the proponent, concerned LGU, stakeholders and this Office within sixty (60) days upon issuance of this Certificate. Likewise, an Environmental Monitoring Fund (EMF) shall be established to cover all costs attendant to the operation of the MMT.

10. An Abandonment Plan shall be submitted to this Office ninety (90) days prior to the project's abandonment. The plan shall include remediation, clean-up and rehabilitation measures of contaminated areas and proposed alternative project of activity suitable in the area.
11. The proponent shall formulate and implement Information Education Campaign (IEC) programs incorporating recommended environmental management practices through but shall not be limited to various advertising media (i.e., posters, billboards, etc).
12. That at least a 2' x 4' billboard dimension containing this message : "**Notice to the Public, This project (title of the project) of (Name of the proponent) has been issued an Environmental Compliance Certificate (ECC Number) by the Environmental Management Bureau of the Department of Environment and Natural Resources, Region III, on (date)**" shall be installed/posted in a conspicuous area;
13. On the spot inspection or monitoring may be conducted by this Office anytime in coordination with concerned groups;

II. RESTRICTIONS

The proponent is strictly subject to the following restrictions:

14. Any significant expansion, cessation or modification of the approved project shall be subject to new EIA requirement; and
15. Transfer of ownership of this Certificate shall carry the same conditions for which written notification shall be made by herein grantee to this Office within fifteen (15) days from such transfer.



Non-compliance with any of the provisions of this certificate shall be a sufficient cause for the cancellation or suspension of this certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (50,000.00) for every violation thereof.

OR No. : 7242174
 Proposed fee : P4,000.00
 Date : February 02, 2007

PROJECT ASSESSMENT PLANNING TOOL


For the assistance of the Proponents and government agencies concerned in the management of the project and for better coordination in mitigation on the impact of the project on its surrounding areas and to the environment.

By way of recommendation, the following have been taken notice by the undersigned and are forwarding these recommendations to the parties and authorities concerned for proper appreciation and action.

REGULATORY CONDITIONS	Agency Concerned
1. That proper storm drainage canal, concrete culverts, and other flood control measures needs to be provided to adequately receive and channel the run-off of silt-laden rain water to the nearby receiving body of water.	City/Municipalities Engineers Office
2. Need for the provision of a segregation, collection, recycling, and disposal mechanism for solid waste.	LGU
3. Comply with the Sanitation Code of the Philippines, Labor Code of the Philippines including occupational health and safety standards and Building Code of the Philippines.	DOH, DOLE- Bureau of Working Condition and Municipal Planning & Devt. Office/LGU
ENVIRONMENTAL PLANNING RECOMMENDATIONS FOR THE PROPONENT The following are recommendations for the Proponent for the protection of the project area and the affected environment. It is strongly recommended that the same be strictly complied by the Proponents.	
1. Ensure efficient use of energy and other resources, i.e. pressure cleaners, nozzles, scraper systems, automatic drinking system, use of partially/fully elevated slatted floorings, etc.	
2. Ensure that the best available technologies shall be adopted, i.e. solid/liquid separator, biogas digester with methane recovery, tunnel ventilated pig buildings to minimize use of water, prevent obnoxious odor and flies and ensure compliance with the effluent standards	
3. Donate collectable recyclables to Local Government Unit (LGU)	
4. Close monitoring by the proponent to maintain a high level of safety & efficiency at all stages of the construction and to immediately address any environmental hazards or change that may take place.	

For dissemination and proper action of the parties concerned.


REYNALDO E. GARCIA
 Chief, EIAMD


OSCAR C. CABANAYAN, CESO VI
 Regional Director



Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
ENVIRONMENTAL MANAGEMENT BUREAU

Regional Office No. III 4/F Mel-Vi Bldg., Olongapo-Gapan Road
Dolores, City of San Fernando, Pampanga
Telefax Nos. (045) 961-5203; 961-5206; 861-2361

MAY 05 2012

ECC Ref. Code No. R03-1203-0102
PILMICO ANIMAL NUTRITION CORPORATION
Brgy. Cutcut II, Capas
Tarlac

Dear Sir/Madam,

This refers to your application for an Environmental Compliance Certificate (ECC) for the **proposed Nursery Farm Project** to be located at Brgy. Cutcut II, Capas, Tarlac.

After satisfying the requirements of the said application, this Office has decided to grant an Environmental Compliance Certificate (ECC) to the above-mentioned project.

In issuing this **CERTIFICATE**, it should be understood that the same is a **PLANNING TOOL** and not a **PERMIT**. It is expected that you will diligently secure pertinent **PERMITS/CLEARANCES** from all concerned government agencies.

With the issuance of this ECC, you are expected to implement the measures presented in the Environmental Impact Statement (EIS), intended to protect and mitigate the project's adverse impacts on community health, welfare and the environment. Environmental considerations shall be incorporated in all phases and aspects of the project. You may proceed with project implementation, after securing all the necessary permits from the pertinent government agencies. This Office will be monitoring the project periodically to ensure your compliance with the stipulations cited in the attached ECC.

Please be guided accordingly.

Very truly yours,

LORMELYN E. CLAUDIO
Regional Director

cc: LGU-Capas, Tarlac
Municipal Engineers Office
Department of Health
Department of Labor and Employment
Municipal Planning Development Office



ENVIRONMENTAL COMPLIANCE CERTIFICATE
(Issued Under Presidential Decree 1586)
R03-1203-0102

THIS IS TO CERTIFY THAT **PILMICO ANIMAL NUTRITION CORPORATION** is granted this Environmental Compliance Certificate (ECC) for the **proposed Nursery Farm Project** to be located at **Brgy. Cutcut II, Capas, Tarlac**, by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau, Region III.

SUBJECT ONLY to the conditions and restrictions set-out in this ECC and in the attached document labeled as Annex A. Recommendations have been provided in Annex B as guidance to concerned government agencies and local government units for consideration in their decision making.

It shall cover the operation of a nursery farm (Group II-D.4.a) with a population of not to exceed 23,520 weaned piglets housed in 20 nursery barns in an area of 261,910 square meters.

Project Geographical Coordinates/Location:

North Latitude - 15⁰19'35.57"

East Longitude - 120⁰33'0.26"

This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 30-2003. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this certificate.

Issued at City of San Fernando, Pampanga, this JUL 05 2012

Recommending Approval:


DENNIS O. CELESTIAL
Chief, Environmental Impact Assessment
& Management Division

Approved by:


LORMELYN E. CLAUDIO
Regional Director

SWORN STATEMENT OF OWNER/AUTHORIZED REPRESENTATIVE

I, ROBERT P. PURTENS, ^{Proprietor} proponent of this Proposed Nursery Farm Project located in Brgy. Cut-Cut II, Capas, Tarlac takes full responsibility in complying with all conditions contained in this Environmental Compliance Commitment (Environmental Compliance Certificate or ECC).

Robert P. Purtens
Signature

TIN 162-127-813-000

Subscribed and sworn to before me this 05 day of May, 2012, the above-named affiant taking oath presenting Residence Certificate No. _____ issued on _____ 2012 at _____.

CONRADO T. DANAN
Notary Public
Until December 31, 2012
NOTARY PUBLIC
PTN No. 1463498-1/3/12
IBP No. 571240-1/3/12
Pampanga
Roll No. 27347
MCLE No. 111-0012650

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I. **CONDITIONS**

A. **ENVIRONMENTAL MANAGEMENT and MONITORING PLAN (EMMoP)**

1. All mitigating measures in the submitted Environmental Impact Assessment (EIS) shall be implemented;
2. Implement proper housekeeping practices to prevent generation of obnoxious odor and proliferation of flies in the project area and adjacent vicinities;
3. Ensure that no wastes shall be burned in the area and that ecological waste management measures such as waste segregation, minimization, re-use, composting, etc., are implemented.
4. The proponent shall provide adequate space for its Wastewater Treatment Facility (WTF) and operate the WTF effectively to ensure compliance with the effluent standards of the DENR;
5. Provide an accessible walk-way leading to the WTF or effluent outfall area and the periphery of the project site for easy conduct of monitoring and water sampling.
6. Mortality pit shall be provided with adequate lining to prevent contamination of groundwater.
7. Planting of trees shall be undertaken either within the project site and/or in other areas as part of the proponent's social and environmental program. The proponent shall submit to this Office within thirty (30) days from the date of approval of this ECC the Tree/Vegetation Plantation Plan which includes quantities and plant species, area/location and planting strategy and management programs, etc.;

B. **GENERAL CONDITIONS**

8. The proponent shall comply with the requirements of other environmental laws, i.e. Republic Act (RA) 8749 or "The Clean Air Act of 1999", RA 6969 or "Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990", RA 9003 or "Ecological Solid Waste Management Act of 2000" and RA 9275 or "Clean Water Act of 2004", among which are:
 - Secure Permit to Operate Air Pollution Source Control Installations (APSCI) and Discharge Permit for Water Pollution Source/Control Facilities (WPSCF)
 - Designate Pollution Control Officer (PCO)
 - Submit quarterly Self Monitoring Report (SMR)
 - Submit semi-annual Compliance Monitoring Report (CMR)
 - Register as Hazardous Waste Generator
9. An Abandonment Plan shall be submitted to this Office ninety (90) days prior to the project's abandonment. The plan shall include remediation, clean-up and rehabilitation measures of contaminated areas and proposed alternative project or activity suitable in the area.

10. Copy of Environmental Compliance Certificate (ECC) shall be posted in a conspicuous area in the project site;
11. The proponent shall conduct quarterly wastewater sampling for parameters such as BOD, Total Suspended Solids (TSS), Settleable Matter, pH, etc. and results of which shall be submitted to EMB Region 3 as part of the Self Monitoring Report;
12. The proponent shall set-up a Multipartite Monitoring Team composed of representative from the proponent, concerned LGU, stakeholders and this Office within sixty (60) days from receipt of this Certificate. Likewise, an Environmental Monitoring Fund (EMF) to cover all costs attendant to the operation of the MMT shall be established;
13. The proponent shall formulate and implement Information Education Campaign (IEC) programs incorporating recommended environmental management practices through but shall not be limited to various advertising media (i.e., posters, billboards, etc).
14. That should there be any complaint from the community related to environmental pollution, nuisance and sanitation problem brought about by the piggery farm's operation, the proponent shall be held responsible to address such problem;
15. The proponent shall allow inspection or monitoring that will be conducted by this Office anytime in coordination with concerned groups;

II. RESTRICTIONS

16. Any expansion or modification of the approved project shall be subject to new EIA requirement; and
17. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify this Office within fifteen (15) days as regards to the transfer of ownership.

Non-compliance with any of the provisions of this certificate shall be a sufficient cause for the cancellation or suspension of this certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (50,000.00) for every violation thereof.

OR No. : 2371360
Proposed fee : P4,000
Date : March 1, 2012

PROJECT ASSESSMENT PLANNING TOOL

For the assistance of the Proponent and government agencies concerned in the management of the project and for better coordination in mitigation on the impact of the project on its surrounding areas and to the environment.

By way of recommendation, the following have been taken notice by the undersigned and are forwarding these recommendations to the parties and authorities concerned for proper appreciation and action.


RECOMMENDATIONS TO CONCERNED GOVERNMENT AGENCY/LGUs	CONCERNED GOVERNMENT AGENCIES/ENTITIES
1. Provision of drainage canal, concrete culverts, and other flood control measures to adequately receive and channel the run-off of silt-laden rain water to the nearby receiving body of water.	City/Municipal Engineers Office/ Proponent
2. Provision of a segregation, collection, recycling, and disposal mechanism for solid waste.	LGU/Proponent
3. Compliance with the Sanitation Code of the Philippines, Labor Code of the Philippines including Occupational Health and Safety Standards and Building Code of the Philippines.	DOH, DOLE- Bureau of Working Condition and Municipal Planning & Devt. Office/LGU/Proponent HLURB/LGU/Proponent
4. Observe and protect legal easement along rivers and creeks i.e. establishment of linear park along the easement, construction of boundary wall to prevent encroachment of the required legal easement of adjacent creek/river and regular clean-up and desilting of adjacent creek/river to prevent clogging.	

ENVIRONMENTAL PLANNING RECOMMENDATIONS FOR THE PROPONENT

The following are recommendations for the Proponent for the protection of the project area and the affected environment. It is strongly recommended that the same be strictly complied by the Proponents.

1. Ensure efficient use of energy and other resources, i.e. rainwater collecting reservoir, pressure cleaners, nozzles, scraper systems, automatic drinking system, use of partially/fully elevated slatted floorings, etc.
2. Ensure that the best available technologies shall be adopted and promote the use of renewable energy, i.e. solar cell panel, solid/liquid separator, biogas digester with methane recovery, tunnel ventilated pig buildings to minimize use of water, prevent obnoxious odor and flies and ensure compliance with the effluent standards.
3. Donate collectible recyclables to Local Government Unit (LGU)
4. Close monitoring by the proponent to maintain a high level of safety & efficiency to immediately address any environmental hazards or change that may take place.
5. Mitigating measures in the submitted EMP shall be implemented to include the regular and proper cleaning of the area, using disinfectants to prevent proliferation of flies, proper collection of pig manure and proper disposal of dead pigs.

For dissemination and proper action of the parties concerned.


DENNIS O. CELESTIAL
Chief, EIAMD


LORMELYN E. CLAUDIO
Regional Director



Republic of the Philippines
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES
ENVIRONMENTAL MANAGEMENT BUREAU

Regional Office No. III, Turquoise Street, Zone 2, Ramar Village, San Agustin

City of San Fernando, Pampanga

Tel. Nos. (045) 455-3316, 455-3080, 455-4340

402-5071, 402-5073, 402-5074

ENVIRONMENTAL COMPLIANCE CERTIFICATE
(Issued under Presidential Decree 1586)
R03-03092018-4414

THIS IS TO CERTIFY THAT **PILMICO ANIMAL NUTRITION CORPORATION** is granted this Environmental Compliance Certificate (ECC) for the proposed **Hog Slaughtering and Fabrication Plant Project** to be located at **Brgy. Lourdes, Bamban, Tarlac**, by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau, Region III.

SUBJECT ONLY to the conditions and restrictions set-out in this ECC and in the attached document labeled as Annex A. Recommendations have been provided in Annex B as guidance to concerned government agencies and local government units for consideration in their decision making.

It shall cover the operation of a hog slaughtering and fabrication plant project with an annual production capacity of 36,000 MT with the following project components (Group 1.6.1) covering an area of 98,873 square meters.

- Admin Building and Laboratory
- Lairage
- Slaughterhouse
- Carcass Chiller
- Meat Cutting/Fabrication Area
- Chiller Room
- Freezer Room
- Blast Freezer Room
- Dispatch Area
- Parking Lot
- Compressor Room
- Materials Recovery Facility
- Mortality Pit
- Wastewater Treatment Facility
- Parking Area

Project Geographical Coordinates/Location:

North Latitude - 15° 15' 12.75"

East Longitude - 120° 32' 49.76"

This certification is issued in compliance to the requirements of Presidential Decree No. 1586, in accordance to Department Administrative Order No. 30-2003. The Bureau, however, is not precluded from reevaluating, adding, removing, and correcting any deficiencies or errors that may be found after issuance of this certificate.

Issued at City of San Fernando, Pampanga, this MAR 19 2018.

Recommending Approval


DENNIS O. CELESTIAL
Chief, Clearance and Permitting Division

Approved by:


LORMELYN E. CLAUDIO, CESO IV
Regional Director

I. CONDITIONS**A. ENVIRONMENTAL MANAGEMENT and MONITORING PLAN (EMMoP)**

1. All mitigating measures in the submitted Environmental Impact Statement (EIS) shall be implemented;
2. Implement proper housekeeping practices to prevent generation of obnoxious odor and proliferation of flies in the project area and adjacent vicinities;
3. Ensure that no wastes shall be burned in the area and that ecological waste management measures such as waste segregation, minimization, re-use, compositing, etc., are implemented;
4. The proponent shall construct and operate its Wastewater Treatment Facility (WTF) effectively to ensure compliance with the effluent standards of the DENR. The WTF shall be installed/provided with appropriate impermeable high density linings to prevent groundwater contamination;
5. Planting of native tree species shall be undertaken either within the project site and/or in other areas as part of the proponent's social and environmental program. The proponent shall submit to this Office within thirty (30) days from the date of approval of this ECC the Tree/Vegetation Plantation Plan which includes quantities and plant species, area/location and planting strategy and management programs, etc.;

B. GENERAL CONDITIONS

6. The proponent shall comply with the requirements of other environmental laws, i.e. Republic Act (RA) 8749 or "The Clean Air Act of 1999", RA 6969 or "Toxic Substances and Hazardous and Nuclear Wastes Control Act of 1990", RA 9003 or "Ecological Solid Waste Management Act of 2000" and RA 9275 or "Clean Water Act of 2004", among which are:
 - Secure Permit to Operate Air Pollution Source Control Installations (APSCI) and Discharge Permit Water Pollution Source/Control Facilities (WPSCF)
 - Designate Pollution Control Officer (PCO)
 - Submit quarterly Self Monitoring Report
 - Submit semi-annual Compliance Monitoring Report
 - Register as Hazardous Waste Generator
7. An Abandonment Plan shall be submitted to this Office ninety (90) days prior to the project's abandonment. The plan shall include remediation, clean-up and rehabilitation measures of contaminated areas and proposed alternative project of activity suitable in the area;
8. The proponent shall ensure that multi-chambered septic tank with impermeable high density linings shall be constructed to serve the facility and siphoning/desludging of the same shall be undertaken. Septage shall be hauled/transported and treated by a third party Licensed Hauler and Treater;
9. Copy of Environmental Compliance Certificate (ECC) shall be posted in a conspicuous area in the project site;

10. The proponent shall conduct quarterly water quality sampling tests for the receiving, inland water, influent, effluent and surface waterbody for BOD, Total Suspended Solids (TSS) and other applicable parameters and results of which shall be submitted to EMB Region 3 as part of the Self Monitoring Report;
11. The proponent shall formulate and implement Information Education Campaign (IEC) programs incorporating recommended environmental management practices through but shall not be limited to various advertising media (i.e., posters, billboards, etc.);
12. Comply with RA 9003 (Ecological Solid Waste Management Act) by implementing the following:
 - a. Provide designated temporary storage area/Material Recovery Facility for recyclables, electronic wastes, BFLs, batteries and other special waste;
 - b. Provide backyard composting area/facility (if applicable) or proof of collection;
 - c. Provide copy of Contract/MOA with the LGU as hauler and with Contract/MOA with accredited Sanitary Landfill (SLF) for disposal of residual waste; and
 - d. Provide copy of Certificate of Disposal/Treatment issued by accredited Sanitary Landfill (SLF) and Treatment, Storage and Disposal (TSD) Facility operators;
13. That should there be any complaint from the community related to environmental pollution, odor nuisance and sanitation problem brought about by the slaughterhouse operation, the proponent shall be held responsible to address such problem;
14. The proponent shall allow inspection or monitoring that will be conducted by this Office anytime in coordination with concerned groups;
15. The proponent shall set-up a Multipartite Monitoring Team (MMT) composed of representatives from the Stakeholders within sixty (60) days from issuance of this Certificate. Likewise, an Environmental Monitoring Fund (EMF) and Environmental Guarantee Fund (EGF) to cover all costs attendant to the operation of the MMT and damages and compensation cost shall be established;

II. RESTRICTIONS

16. Any expansion or modification of the approved project shall be subject to new EIA requirement; and
17. In case of transfer of ownership of this project, these same conditions and restrictions shall apply and the transferee shall be required to notify this Office within fifteen (15) days as regards to the transfer of ownership.

Non-compliance with any of the provisions of this certificate shall be a sufficient cause for the cancellation or suspension of this certificate and/or imposition of a fine in an amount not to exceed Fifty Thousand Pesos (50,000.00) for every violation thereof.

OR No. : 2662338
 Processing Fee : P 10,000.00
 Date : March 02, 2018

PROJECT ASSESSMENT PLANNING TOOL

For the assistance of the Proponent and government agencies concerned in the management of the project and for better coordination in mitigation on the impact of the project on its surrounding areas and to the environment.

By way of recommendation, the following have been taken notice by the undersigned and are forwarding these recommendations to the parties and authorities concerned for proper appreciation and action.

RECOMMENDATIONS TO CONCERNED GOVERNMENT AGENCY/LGUs	CONCERNED GOVERNMENT AGENCIES/ENTITIES
1. Provide proper storm drainage canal, concrete culverts, and other flood control measures to adequately receive and channel the run-off of silt-laden rain water to the nearby receiving body of water.	LGU/Municipal Engineers Office/Proponent
2. Provide segregation, collection, recycling, and disposal mechanism for solid waste.	LGU/Proponent
3. Comply with the Sanitation Code of the Philippines, Labor Code of the Philippines including Occupational Health and Safety Standards and Building Code of the Philippines.	DOH, DOLE- Bureau of Working Condition and Municipal Planning & Development Office / LGU / Proponent
ENVIRONMENTAL PLANNING RECOMMENDATIONS FOR THE PROPONENT	
The following are recommendations for the Proponent for the protection of the project area and the affected environment. It is strongly recommended that the same be strictly complied by the Proponents.	
1. Donate collectible recyclables to the LGU concerned.	
2. Undertake close monitoring by the proponent to maintain a high level of safety & efficiency to immediately address any environmental hazards or change that may take place.	

For dissemination and proper action of the parties concerned.


DENNIS O. CELESTIAL
 Chief, Clearance and Permitting Division


LORMELYN E. CLAUDIO, CESO IV
 Regional Director