



Republic of the Philippines
Department of Environment and Natural Resources
MIMAROPA Region
PROVINCIAL ENVIRONMENT AND NATURAL RESOURCES OFFICE
Bgy. Sta. Monica, Puerto Princesa City, Palawan
Telfax No. (048) 434 - 8791
Email Add: penropalawan@denr.gov.ph

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| DENR MIMAROPA REGIONAL OFFICE | |
| RECEIVED | |
| 21 JUL 2022 | |
| <input type="checkbox"/> INCOMING | <input type="checkbox"/> OUTGOING |
| DATE NO. | |

July 13, 2022

MEMORANDUM

FOR : The Regional Executive Director
DENR MIMAROPA Region
1515 L and S Bldg., Roxas Boulevard
Ermita, Manila

FROM : The Provincial Environment and
Natural Resources Officer

SUBJECT : **REPORT RE: CONDUCTED INSPECTION AT SCOTTLAND, INC.
LOCATED AT SO. TANDUL, BARANGAY BINTUAN, CORON,
PALAWAN**

Respectfully forwarded is the memorandum of CENRO Coron, Palawan dated July 01, 2022 relative the above subject.

Per memorandum, CENRO Coron submitted the monitoring report dated June 24, 2022. Report shows that no illegal activities committed by Scotland, Inc. on their ongoing construction of resort facilities. It is contrary to the allegations made by SAGIP Coron reported on June 23, 2022 during the meeting of Inter-Agency Task Force in Coron that there were indeed illegal activities in the construction site.

For information and record.

“For the PENRO”

ANGELICA D. VERIAN
Senior Forest Management Specialist/NGP Provincial Coordinator
In Charge, Office of the PENRO

Copy Furnished
CENRO Coron, Palawan
File/2022-038ACG MES Doc. Ref. No. 2022-5937

DENR-PALAWAN
PENRO-RECORDS
RELEASED
By _____
Date: 14 JUL 2022 12-136



MEMORANDUM

FOR : The Regional Executive Director
MIMAROPA Region
1515 L&S Bldg., Roxas Blvd.,
Ermita, Manila

THRU : The Provincial Environment and
Natural Resources Officer
Bgy. Sta. Monica, Puerto Princesa City

FROM : The OIC-Community Environment and
Natural Resources Officer

SUBJECT : **REPORT RE: CONDUCTED INSPECTION AT SCOTTLAND
INC. LOCATED AT SO. TANDUL, BARANGAY BINTUAN,
CORON, PALAWAN**

DATE : July 1, 2022

DENR PENRO
PALAWAN RECORDS
RECEIVED

BY: *[Signature]*
DATE: 07-05-2022 2:5937

Respectfully forwarded is the attached monitoring report dated June 24, 2022 with enclosure regarding the reported illegal activities at Scotland, Inc. by the Sagip Coron on June 23, 2022 during the meeting of Inter-agency tasked force in Coron.

Findings showed that the proponent has no illegal activities on their on-going construction of resort facilities.

For information and record.

For and in the absence of the CENRO;



[Signature]
MARYANN B. VALONES
Forester I/Designated Admin. Officer
(In-charge Office of the CENRO)



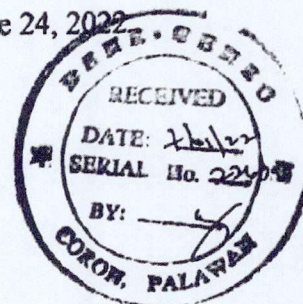
June 24, 2022

MEMORANDUM

FOR : The OIC-Community Environment and Natural Resources Officer

FROM : The Undersigned

SUBJECT : **REPORT ON THE CONDUCTED INSPECTION AT SCOTTLAND INC. LOCATED AT SO. TANDUL, BARANGAY, BINTUAN, CORON, PALAWAN**



DOCUMENTS
ATTACHED :

1. Environmental Compliance Certificate
2. Forest Land Use Agreement for Tourism Purposes
3. SEP Clearance
4. Compliance Monitoring Sheet for Forestry Tenure (FLAgT) (2022)
5. Annual Accomplishment Report for CY 2021

This pertains to the verbal instruction of OIC-CENRO Rodney G. Verian to conduct inspection at Scotland, Inc. Sitio, Tandul, Bintuan, Coron, Palawan.

Please be informed that on June 24, 2022, the team composed of DENR personnel together with some members of Sagip Coron led by Mr. Rodolfo Cadampog coordinated first to the barangay before proceeding to the area. Barangay Kagawad Ricardo Balbutan and Barangay Kagawad Romy Alvarez accompanied the team.

Engr. John Bryan Amado of Scotland Inc. assisted us in the conduct of said inspection.

Scotland Inc. has a total FLAGT area of 16.3 hectares. The Forest Land Use Agreement for Tourism Purposes was issued on December 3, 2015 (FLAGT No. 01-2015) and will expire on December 2, 2040. The Environmental Compliance Certificate was also approved on June 14, 2014 Bearing No. ECC-4B-1206-0084. Likewise, the corresponding SEP clearance was also issued on September 28, 2012.

The proponent has on-going development of 4.6 hectares based on reading of Global Positioning System (GPS). There are twenty three (23) on-going structures, twenty (20) are intended for guest/visitors which includes the receiving area, cafeteria, canteen, swimming pool, jacuzzi, clinic, spa etc. While the other structures are STP, desalination and siltation/soil erosion mitigating structures.


The Project area was already fenced with cyclone wire on the three (3) sides and open at the beach front.


During the inspection, Mr. Rodolfo Cadampog said that he saw the SEP clearance of Scotland Inc. that the project area has only a total of 4-5 hectares. Engr. John Bryan Amado asked him if he can give him a copy of the said SEP Clearance but cannot provide any. However, on the SEP clearance the area is not indicated. But on the ECC and FLAGT it is clearly stated that it covers 16.3 hectares.


No observed quarrying activities except cut and fill since the terrain is hilly. Mitigation measures on some part are already constructed to avoid soil erosion.

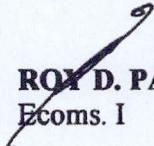
Records of this office, showed that the Proponent is religiously paying their annual rental and submitted their annual accomplishment report for CY 2021.

For information, record and further instruction if any.

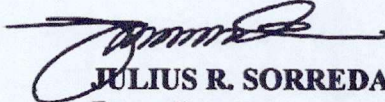

EMMA C. FRANCISCO
Forester II


JONALD LENASIC
ENMO-EMB


HARLAN A. ILOVINO
Forest Ranger


ROY D. PASCUAL
Ecoms. I


ARWIN DEL ROSARIO
ENMO-EMB


JULIUS R. SORREDA
Forest Ranger



Department of Environment and Natural Resources
Environmental Management Bureau
Regional Office No. IV – B MIMAROPA

ECC Reference Code: ECC-R4B-1206-0084

Mr. Richard Uy
Executive Vice-President
SCOTTLAND, INC.
Penthouse, The Soa Building
80 E. Rodriguez Jr. Avenue
Libis, Quezon City

SUBJECT: ENVIRONMENTAL COMPLIANCE CERTIFICATE

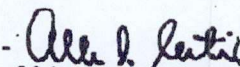
Dear Mr. Uy,

This has reference to your **Environmental Compliance Certificate (ECC)** application for your **THE PEAK CORON BAY PROJECT** located at **Sitio Tándol, Brgy. Bintuan, Coron, Palawan**. 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 Initial Environmental Examination (IEE) 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.


ALLAN L. LEUTERIO
Regional Director



Department of Environment and Natural Resources
Environmental Management Bureau
Regional Office No. IV – B MIMAROPA

ENVIRONMENTAL COMPLIANCE CERTIFICATE
(Issued under Presidential Decree 1586)
ECC-R4B-1206-0084

THIS IS TO CERTIFY THAT THE PROPONENT, **SCOTLAND, INC.** is granted this Environmental Compliance Certificate (ECC) for the **THE PEAK CORON BAY PROJECT** located at **Sitio Tandol, Brgy. Bintuan, Coron, Palawan** by the Department of Environment and Natural Resources (DENR), through the Environmental Management Bureau (EMB), MIMAROPA Region.

This Certification is being issued for the Project, with the following details:

PROJECT DESCRIPTION

This ECC covers the Resort Project having an area of 16 hectares, covered by Tax Declaration Nos. 008-1241-1; 008-1222-A; 008-1223-A; 008-1224-A; 008-1225-A; 008-1226-A; and 008-1227-A located at **Sitio Tandol, Barangay Bintuan, Coron, Palawan**.

Project's facilities and structures enumerated to wit:

- 5 units Hill Villas
- 8 units Water Villas
- 6 units Residential Villas
- 3 units Pool
- 1 unit Beach Area
- 1 unit Wooden/Port Mooring
- 2 units Restaurant
- 1 unit Spa and fitness area
- 1 unit Parking area/golf cart
- 1 unit Administration and Multi-purpose building
- 1 unit Maintenance building; and
- 1 unit Filter and Pump Room

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 prior to the start/implementation of the 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 MIMAROPA Region this _____

Recommending Approval:

Approved by:

I. CONDITIONS

ENVIRONMENTAL MANAGEMENT

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

1. That green buffer zones and tree planting shall be established within and along the periphery of the project site to help attenuate noise levels, abate heat and absorb some pollutant emissions. The proponent shall enter into a Memorandum of Agreement with the concerned DENR-Provincial Environment and Natural Resources Office in the implementation of the tree planting activity. The tree planting is one of the recommended activities in compliance with the government's commitment to the Kyoto Protocol Agreement;
2. That the proponent shall strictly manage all external, traffic problems, excessive surface runoff, dust, soil erosion, accidental spillage and health hazards identified in the Initial Environmental Examination (IEE) Report 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 an effective Information, Education and Communication (IEC) Plan shall be implemented in all phases of the project including communication of environmental risks of the project implementation;
4. That a Social Development Program (SDP) shall be implemented for the personnel/workers, host barangay and affected communities which shall cover livelihood training and employment, including assistance in the setting-up of a social development welfare fund for health, education, credit facilities/cooperatives that will ensure the participation of youth and women;
5. 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;
6. That the solid waste management scheme as provided in the Environmental Management Plan (EMP) shall be continuously implemented from the start of the project operation;

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. 9275 (Philippine Clean Water Act of 2004), R.A. 9003 (Ecological and Solid Waste Management Act of 2000), and other laws, rules, and regulations.

8. That the proponent shall set-up a competent Environmental Unit and shall be duly accredited by this Office in accordance with DAO No. 26, series of 1992 (Appointment/Designation of Pollution Control Officers);

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:

- 8.1 Monitor actual project impacts vis-à-vis the predicted impacts and management measures in the IEE Report.
 - 8.2 Ensure that all post-assessment permits/clearances from other concerned government agencies are secured and in place.
 - 8.3 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.
 - 8.4 Submit a quarterly monitoring report using the prescribed format of the Self-Monitoring Report (SMR) pursuant to DAO 2003-27.
 - 8.5 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.
9. That the proponent shall allocate ample budget for the implementation of the proposed mitigating/enhancement measures during the operation and abandonment phases of the project;
 10. That health and sanitation practices shall be observed in all phases of the project and safety & personal protection equipment/devices shall always be provided to all employees/workers within the premises of the project site to prevent health and occupational hazards;
 11. That a billboard containing this message: "Notice to the Public, This THE PEAK CORON BAY PROJECT of MR. RICHARD UY has been issued an Environmental Compliance Certificate (ECC-R4B-1206-0084) by the Department of Environment and Natural Resources - Environmental Management Bureau MIMAROPA Region on _____." shall be installed at all entry and exit points and in the perimeter of the project site facing the road to inform the general public within thirty (30) days from receipt of the ECC;
 12. 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 and at the barangay bulletin board of the host barangay(s) within thirty (30) days from receipt of the ECC.
 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 to the project without the need for prior notice to the proponent to oversee compliance to the ECC;

II. RESTRICTIONS

1. That no other activities shall be undertaken other than what was stipulated in the IEE Report. Should there be an expansion of the project beyond the project description, construction of other structures beyond those stated in the IEE Report or any change in the activity or location, shall be made subject to a new Environmental Impact Assessment (EIA) requirements;
2. That all appropriate construction, operational and resource-use permits/clearances from other national and local government agencies concerned (i.e. PMRB, PNP, LGUs, DPWH, DOH, NWRB, HLURB, MGB, DA, DAR, DOLE, DTI, etc.) shall be secured pertaining to the implementation of the project. Likewise, the proponent shall notify this Office of the reckoning date of project operation;
3. That an **Engineering Geological and Geo-hazard Assessment (EGGA)** shall be conducted within the project site and the report shall be submitted to Mines and Geo-Sciences Bureau, Region IV-B copy furnished this Office within sixty (60) days upon receipt hereof;
4. That the proponent shall plant an equivalent area of the project with appropriate tree species and shall coordinate with PENRO/CENRO concerned for area identification;
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 concerned within fifteen (15) days as regards to the transfer of ownership/management; and
6. That the proponent (**Mr. Richard Uy**) 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.

ALL

PROJECT ASSESSMENT PLANNING TOOL

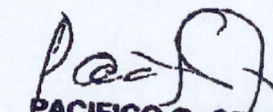
For the assistance of the Proponent, LGUs and other concerned government agencies (GAs) in the management of the project and for better coordination in mitigation on the impacts of the project on its surrounding areas and to the environment.

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 | |
| 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. 705 & DAO 97-05; | DOH DOLE-Bureau of Working Condition Municipal Planning & Dev't. Office/Building Official/BFP/ LGU Concerned DENR Sector concerned |
| 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 phases of the project and to immediately address any environmental hazard that may take place. | Proponent |

For dissemination and proper action of the parties concerned.

ELMA ENRACA-HORNILLA
Case Handler


PACIFICO G. CRISOLOGO
OIC, Project Evaluation Section

BUENA FE A. RIOFLORIDO
Chief, Environmental Impact
Assessment and Management
Division


ALLAN L. LEUTERIO
Regional Director



**Department of Environment and Natural Resources
Environmental Management Bureau
Regional Office No. IV – B MIMAROPA**

CERTIFICATION

This is to certify that the Environmental Compliance Certificate (ECC-4B-1206-0084) of **SCOTLAND, INC.** for their **The Peak Coron Bay Project** issued 14 June 2012 has change its name to **The Lind Resort and Spa** located at **Sitio Tandol, Barangay Bintuan, Coron, Palawan.**

The ECC component is hereby amended as follows:

PROJECT DESCRIPTION

That this Certificate is valid only for the operation of **The Lind Resort and Spa Project** covering a total area of **Sixteen hectares (16 has.)** covered by Tax Declaration Nos. 008-1241-1; 008-1222-A; 008-1223-A; 008-1224-A; 008-1225-A; 008-1226-A; and 008-1227-A located at **Sitio Tandol, Barangay Bintuan, Coron, Palawan.** Said Resort and Spa is consisting of the following facilities and amenities as contained in the submitted Project Description Report.

Phase I: 24 units of Pool Villas; 6 Cluster Buildings with 56 total rooms (24 deluxe rooms and 32 standard rooms); Clubhouse; Restaurant/Bar with Gym and/or Recreational facilities; Lap Pool; Beach Development with bar and 2 pools; 18 units of Water Villas; Marina/Breakwater Pier (60mx5m stone pier); Marina Pavillon; VIP Lounge; Administration Building; Golf cart Parking Area; Maintenance Building/Staff Quarters; and Utility structures for STP, Genset, Water storage and Maintenance

Phase II: 6 Cluster buildings for divers; 10 units of Luxury Villas; and Spa Building.

The following conditions are hereby added:

1. 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 shall be installed to minimize the extraction of groundwater for domestic purposes.
2. 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

3. That the proponent shall establish a carbon sink program or apply/use alternative fuel (i.e. bio-fuel liquefied petroleum gas, etc.) to deal with the reduction program on activities potential to contribute greenhouse gases or global warming.
4. The proponent shall set up the following:
 - a. A Memorandum of Agreement (MOA) shall be entered into by the proponent with the ECC Holders Association to become part of their MMT and in setting up the corresponding Environmental Monitoring Fund (EMF) prior to project implementation;
 - b. A replenishable Environmental Monitoring Fund (EMF) to cover all costs attendant to the operation of the MMT such as conduct meetings, training, sampling and analysis, hiring of technical experts, meals, accommodations, supplies and materials, communication, and transportation.
 - c. The amount and mechanics of the EMF, and the establishment of the MMT shall be determined by the EMB-MIMAROPA Region and the proponent in consultation with stakeholder-communities and other concerned agencies. This MOA shall be submitted to EMB-MIMAROPA within sixty (60) days upon receipt of this Certificate.

Please be informed that all other conditions stipulated in your ECC shall remain in force and effective.

Further, 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 semi-annually (on or before 15th of January and July of each year the project is operational) provided with supporting documents and permits/clearances as well as the strict implementation of your updated Environmental Management Plan (EMP) and other environmental commitments.

YMA - J. A. Rioflorida
BUENA FE A. RIOFLORIDO
OIC Environmental Impact
Assessment and Management
Division

6th Floor DENR by the Bay Bldg., 1515 Roxas Blvd., Ermita Manila
RD's Office 536-9786; Admin/Finance Division Telefax No. 400-5960
PC Division 521-8904, EIA Division Telefax No. 400-5960



Republic of the Philippines
Department of Environment and Natural Resources
Visayas Avenue, Diliman, Quezon City, 1100
Tel. Nos.: (632) 929-66-26 to 29 • (632) 929-62-52
929-70-41 to 43

FOREST LAND USE AGREEMENT FOR TOURISM PURPOSES
(FLAgT) No. 01 - 2015

of

SCOTTLAND INC.
(Second Party)

SITIO TANDUL, BRGY. BINTUAN, CORON, PALAWAN
(Location of Area)

This **AGREEMENT** made and entered into by and between:

The **REPUBLIC OF THE PHILIPPINES**, through the **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES ("DENR")**, with postal address at Visayas Avenue, Diliman, Quezon City City, herein represented by its Secretary, **RAMON J. P. PAJE**, hereinafter referred to as the **FIRST PARTY**,

-and-

SCOTTLAND INCORPORATED, represented by its Executive Vice President, **MR. RICHARD A. UY**, with postal address at the Penthouse, The Spa Building, No. 80 E. Rodriguez Jr. Avenue, Libis, Quezon City., herein referred to as the **SECOND PARTY**,

WITNESSETH

WHEREAS, under Executive Order No. 192, promulgated on June 10, 1987, the DENR is empowered to exercise supervision and control over the forestlands of the Philippines;

WHEREAS, Section 57 of Presidential Decree No. 705, also known as the "Revised Forestry Code of the Philippines", authorizes the special use of forestlands for beneficial purposes which do not impair the forest resources therein;

WHEREAS, after conducting evaluation and assessment, the **SECOND PARTY** has determined that the establishment, development and operation of a Tourism Project in the above-mentioned area is technically and financially feasible;

WHEREAS, the **SECOND PARTY** has applied for Forest Land Use Agreement for Tourism Purposes (FLAgT) covering Sixteen and 30/100 (16.30) hectares of forestland in Sitio Tandul, Barangay Bintuan, Coron, Palawan in accordance with DENR Administrative Order Nos. 2004-28 dated August 25, 2004 and 2009-16 dated November 25, 2009;

**DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES**
(FIRST PARTY)

By the Authority of the Secretary:

DEMETRIO L. IGNACIO, JR.
Undersecretary for Field Operations

SCOTTLAND INC
(SECOND PARTY)

By:

RICHARD A. UY
Executive Vice President

CERTIFIED TRUE PHOTO COPY

Lucia C. Francisco
LUCIA C. FRANCISCO
OIC, Records Unit

WITNESSES:



WHEREAS, after review and validation of the application, the **FIRST PARTY** found that the **SECOND PARTY** has complied with the requirements for FLAGT:

NOW, THEREFORE, for and in consideration of the foregoing premises and the terms and conditions set forth below, the parties agree as follows:

Area, Purpose and Duration

I. The **FIRST PARTY** hereby grants the **SECOND PARTY** the exclusive right to occupy, manage and develop approximately **Sixteen and 30/100 (16.30) hectares** of public forestland (the "FLAGT Area") for Tourism Purposes for a period of twenty five (25) years to expire on December 2, 2040, renewable for another twenty-five (25) years, located at Sitio Tandul, Barangay Bintuan, Coron, Palawan, the boundaries of which are shown in the attached map and form as an integral part of this **AGREEMENT**.

II. The FLAGT Area shall be confined within the perimeter of the parcel of land described in the attached map. No other parcel of public forestland shall be utilized by the **SECOND PARTY** without first securing the prior approval of the **FIRST PARTY**.

III. The FLAGT Area is a public forestland to the best knowledge and belief of the parties, and the **FIRST PARTY** confirms that based on applicable land classification maps, control maps, and available records of the DENR, there are no prior existing rights therein granted in favor of third parties. The **FIRST PARTY** shall not be responsible for any loss that the **SECOND PARTY** may suffer in case the FLAGT Area or portion thereof is declared with finality by a competent court or authority as the private property of another, or is found to be covered by a prior existing right.

IV. The **SECOND PARTY** shall utilize the FLAGT Area only for the purpose for which this **AGREEMENT** is granted. In the event the said area will be used for a different purpose, said use shall be subject to prior approval of the Secretary or his duly authorized representative.

V. The **SECOND PARTY** shall, within six (6) months from the issuance of this **AGREEMENT**, delineate and mark on the ground the boundaries of the FLAGT Area under the supervision of the DENR. It shall preserve the monuments and other landmarks indicating corners and outlines along the boundaries and within the confines of the FLAGT Area.

VI. The **SECOND PARTY** may construct permanent and/or temporary improvements or infrastructure in the FLAGT Area necessary and appropriate for its development for tourism purposes pursuant to the approved CDMP. "Permanent Improvements" refer to access roads, and buildings or structures which adhere to the ground in a fixed and permanent manner. On the other hand, "Temporary Improvements" include those which are detachable from the foundation or the ground introduced by the **SECOND PARTY** in the FLAGT Area and which the **SECOND PARTY** may remove or dismantle upon expiration or cancellation of this **AGREEMENT**. Any substantial deviations or modifications from, and/or additional improvements in, the approved CDMP shall be subject to prior approval of the Regional Director (RD), or his duly authorized representative. Such deviations, modifications or additional improvements shall at all times be consistent with the purpose for which the FLAGT Area is granted under paragraph I hereof.



**DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES**
(**FIRST PARTY**)
By the Authority of the Secretary:

DEMETRIO L. IGNACIO, JR.
Undersecretary for Field Operations

[Signature]

THE SCOTTLAND INC.
(**SECOND PARTY**) CERTIFIED TRUE PHOTO COPY
By: *[Signature]* **LUCIA C. FRANCISCO**
OIC, Records Unit

RICHARD A. UY
Executive Vice President

[Signature]

WITNESSES:

Government Share and Performance Bond

VII. The **SECOND PARTY** shall pay annual Government Share of Six Hundred Eleven Thousand Two Hundred Fifty Pesos (Php 611,250.00), Philippine Currency, within thirty (30) days upon approval of this **AGREEMENT**, and annually thereafter, within the same month that this **AGREEMENT** is issued based on the zonal value of the nearest commercial zone within the barangay or the nearest adjacent barangay within the Municipality. A revaluation shall be undertaken every five (5) years thereafter depending on the frequency of the zonal valuation being undertaken by the Bureau of Internal Revenue (BIR).

VIII. The annual Government Share shall be paid by the **SECOND PARTY**, without need of demand, within the same month that this **AGREEMENT** was issued. In case of failure to pay the annual Government Share on the date due, the **SECOND PARTY** shall pay additional charges of 8.33% per month of delay or 100% for one (1) year.

IX. The Government Share is non-refundable.

X. Payment of Government Share after the expiration of this **AGREEMENT** shall not be construed as an assurance for the renewal thereof.

XI. As guarantee for the faithful performance of the terms and conditions of this **AGREEMENT**, and compliance with applicable Forest Laws and Regulations, the **SECOND PARTY** shall post a Performance Bond of One Million Two Hundred Twenty Two Thousand Five Hundred Pesos (Php1,222,500.00) which is twice the amount of annual Government Share. The Performance Bond may be posted in cash or 50% cash and the other 50% in the form of surety bond with a duration of five (5) years renewable every five (5) years. Provided, that the face value of the surety bond shall be increased by at least 25%. The performance bond shall be posted within three (3) months upon approval of this agreement, pursuant to DENR Administrative Order No. 2004-28, dated August 25, 2004.

Obligations of the Second Party

XII. The **SECOND PARTY** shall immediately secure the required Environmental Compliance Certificate (ECC) and other necessary permits prior to conduct of any activity in the area.

XIII. No trees, regardless of species, shall be cut in the FLAgT Area if found within twenty (20) meters from banks of rivers, creeks or streams and of public roads. In case the said 20-meter strip is bereft of trees, the same shall be rehabilitated by the **SECOND PARTY**.

XIV. The **SECOND PARTY** shall strictly observe sanitary measures within the FLAgT Area to ensure protection of watershed values;

XV. The **SECOND PARTY** shall protect the FLAgT Area from forest fires and other forms of forest destruction.

DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES
(FIRST PARTY)

By the Authority of the Secretary:

DEMETRIO LAGNACIO, JR.
Undersecretary for Field Operations

SCOTTLAND INC.
(SECOND PARTY)

By:

RICHARD A. UY
Executive Vice President

CERTIFIED TRUE PHOTO COPY

12/14/15
LUCIA C. FRANCISCO
OIC, Records Unit

WITNESSES:



XVI. The **SECOND PARTY** shall protect and conserve unique, rare and endangered flora and fauna, if any, within the FLAgT Area pursuant to existing laws, rules and regulations.

XVII. The **SECOND PARTY** shall not impede, obstruct or prevent the entry and exit through the FLAgT Area of legitimate stakeholders and/or forest users authorized by the DENR.

XVIII. The **SECOND PARTY** shall submit an Annual Report to the RD thru the CENRO concerned copy furnished the FMB Director showing developmental activities undertaken within the FLAgT Area in accordance with the approved CDMP.

XIX. All authorized DENR officials and/or employees shall be allowed by the **SECOND PARTY** to enter and inspect the FLAgT Area for the purpose of monitoring compliance with the terms and conditions of this **AGREEMENT** and the activities authorized under the approved CDMP.

XX. The **SECOND PARTY** shall inform the RD or his duly authorized representative on any changes in the management, ownership or capital stock of the company or corporation or transfer of a majority of the stock or shares of the company or corporation as provided for in PD 705, as amended.

Termination

XXI. This **AGREEMENT** may be terminated or cancelled by the **FIRST PARTY**, after giving the **SECOND PARTY** due notice and opportunity to be heard, on any of the following grounds:

- a) Violation of any of its terms and conditions, or failure to comply with the obligations under this **AGREEMENT**;
- b) In case this **AGREEMENT** was determined, after appropriate proceedings, to have been obtained through fraud, misrepresentation or omission of material facts existing at the time of filing of the application;
- c) Abandonment of the FLAgT Area or failure to utilize the same for the purpose it was granted within the prescribed period of six (6) months without justifiable cause;
- d) Failure to introduce improvements or develop the FLAgT Area as indicated in the CDMP; and
- e) Failure to pay the Government Share and other administrative fees after three (3) consecutive notices after the same had become due and demandable;

XXII. In the event the **FIRST PARTY** determines that any of the above grounds exist, a notice of breach shall be sent to the **SECOND PARTY** giving the latter at least fifteen (15) calendar days to submit a written explanation. Before any termination is resorted to, the parties shall meet and exert best efforts to resolve the dispute, except when the grounds refer to items (b) and (c) above. The **SECOND PARTY** shall be given reasonable time within which to remedy the breach or to implement the agreed remedial measures.



DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES
(FIRST PARTY)

By the Authority of the Secretary:

DEMETRIO I. IGNACIO, JR.
Undersecretary for Field Operations

WITNESSES:

SCOTTLAND INC.
(SECOND PARTY)

By:

RICHARD A. UY
Executive Vice President

CERTIFIED TRUE PHOTO COPY

LUCIA C. FRANCISCO
OIC, Records Unit

XXIII. In case of termination or cancellation of this **AGREEMENT** due to the fault of the **SECOND PARTY**, the Performance Bond shall be forfeited in favor of the **FIRST PARTY**, and the **SECOND PARTY** shall have no right to claim for reimbursement or compensation of whatever kind for the permanent improvements introduced within the FLAgT Area as defined in paragraph VI hereof. Such improvements, which shall not include the Temporary Improvements referred to in paragraph VI above, shall be forfeited in favor, and become the property, of the **FIRST PARTY**.

XXIV. Upon termination of this **AGREEMENT**, the **SECOND PARTY** shall be allowed to continue to occupy the FLAgT Area for a period not exceeding ninety (90) days to enable it to remove the Temporary Improvements referred to in paragraph VI above, and to revert the land to its original condition to the extent possible.

Ownership and Transfer

XXV. The **SECOND PARTY** shall, with respect to its ownership or capital stock, and in relation to the right granted herein to use the public forestland described in the attached map, ensure compliance with the nationality requirement under Article XII, Section 2 of the 1987 Constitution of the Republic of the Philippines, at all times throughout the duration of this **AGREEMENT**. In this regard, the **SECOND PARTY** shall secure the approval of the **FIRST PARTY** or his duly authorized representative in case of transfer of majority of its shares or capital stock after execution of this **AGREEMENT**.

XXVI. The **SECOND PARTY** may transfer this **AGREEMENT** or any rights therein or any assets used therewith, if authorized by the DENR Secretary, subject to the following conditions:

- a) The FLAgT has been in existence for at least three (3) years;
- b) The **SECOND PARTY** has been faithfully complying with the terms and conditions of the FLAgT including implementation of CDMP;
- c) The transferee has all the qualifications and none of the disqualifications to hold a FLAgT;
- d) The transferee shall assume all the obligations and responsibilities of the transferor specified in the FLAgT, CDMP and ECC.

Amendment and Renewal

XXVII. That the Parties herein hereby agree to adopt any changes, modifications and amendments to this **AGREEMENT** to ensure its consistency to new guidelines, policies, regulations and Administrative Orders to be issued by the DENR on Forest Land Use Agreement for Tourism Purposes, such as but not limited to management schemes, government grants among others.

XXVIII. This **AGREEMENT** may be renewed upon filing by the **SECOND PARTY** of an application six (6) months prior to the expiration hereof.

**DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES**
(FIRST PARTY)

By the Authority of the Secretary:

DEMETRIO I. IGNACIO, JR.
Undersecretary for Field Operations

SCOTTLAND INC.

(SECOND PARTY) CERTIFIED TRUE PHOTO COPY

By:

LUCIA C. FRANCISCO
OIC, Records Unit

RICHARD A. UY
Executive Vice President

WITNESSES:



Miscellaneous Provisions

XXIX. This **AGREEMENT** is subject to pertinent DENR Laws, Rules and Regulations, provided the same shall not impair the contractual obligations of both parties herein.

IN WITNESS WHEREOF, the parties have affixed their signatures below at Quezon City, Philippines, this _____ day of _____, 2015.



**DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES
(FIRST PARTY)**

By the Authority of the Secretary:

DEMETRIO L. IGNACIO, JR.
Undersecretary for Field Operations

**SCOTTLAND INC.
(SECOND PARTY)**

By:

RICHARD A. UY
Executive Vice President

WITNESSES:

CERTIFIED TRUE PHOTO COPY

Lucia C. Francisco
LUCIA C. FRANCISCO
OIC, Records Unit

7

ACKNOWLEDGEMENT

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

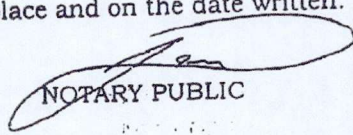
BEFORE ME, a Notary Public for and in _____, Philippines; this _____
day of _____, 20 _____, personally appeared the following:

| Name | Evidence of Competent Identity |
|--------------------------|--------------------------------|
| Demetrio L. Ignacio, Jr. | |
| Richard A. Uy | |

known to me to be the same persons who executed the foregoing instrument, and who
acknowledge to me that the same is their free and voluntary act and deed.

This instrument, which is Forest Landuse Agreement for Tourism Purposes
(FLAgT) No. 01-2015, consists of seven (7) pages including this page where this
Acknowledgement is written and has been signed by the parties and their witnesses on
each and every page hereof.

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


NOTARY PUBLIC

Doc No. 10
Page No. 2
Book No. XLV
Series of 2015

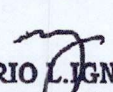
CERTIFIED TRUE PHOTO COPY

LUCIA C. FRANCISCO
OIC, Records Unit

**DEPARTMENT OF ENVIRONMENT
AND NATURAL RESOURCES**

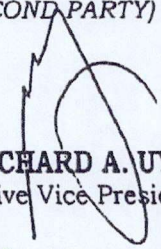
(FIRST PARTY)

By the Authority of the Secretary:

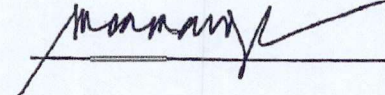

DEMETRIO L. IGNACIO, JR.
Undersecretary for Field Operations

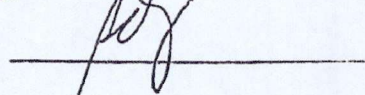
SCOTTLAND INC.
(SECOND PARTY)

By:


RICHARD A. UY
Executive Vice President

WITNESSES:









Republic of the Philippines
OFFICE OF THE PRESIDENT
PALAWAN COUNCIL FOR SUSTAINABLE DEVELOPMENT



SEP CLEARANCE

TPR-092812-005

Pursuant to the mandate of the Palawan Council for Sustainable Development (PCSD) under Republic Act 7611 and concurred by the Department of Environment and Natural Resources (DENR) as provided in its Memorandum of Agreement with PCSD dated 29 December 1994, this SEP Clearance is issued to:

THE PEAK CORON BAY RESORT

Name of Project

So. Tandol/Lelebken, Barangay Bintuan, Coron, Palawan

Project Location (Street, Sitio, Barangay, Municipality)

SCOTTLAND INCORPORATED

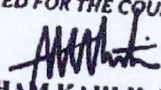
Name of Proponent

So. Tandol/Lelebken, Barangay Bintuan, Coron, Palawan

Address of Proponent

This Clearance is approved on the 28th day of September 2012 in Puerto Princesa City.

APPROVED FOR THE COUNCIL


ABRAHAM KAHILIL B. MITRA
Chairman, PCSD

Not Valid Without PCSD Official Seal
(PLEASE SEE OVERLEAF FOR THE TERMS AND CONDITIONS OF THIS CLEARANCE)

"PCSDS: Working together towards sustaining the future."

Head Office:
Palawan Council for Sustainable Development
2nd Floor, 2nd Wing, Puerto Princesa City, Palawan
Tel. (093) 421-4211, 4211-4211, 4211-4211
Fax (093) 421-4211, 4211-4211, 4211-4211
Email: pcscd@pcsd.gov.ph

Metro Manila Liaison Office
Units 402-407 The CNA Executive Office Bldg.
West Ave. cor C.A. Magsaysay St., Quezon City
Tel. 378-2000/2001



March 23, 2022

MEMORANDUM

FOR : The Regional Executive Director
DENR RIV - MIMAROPA
1515 L&S Bldg., Roxas, Blvd.,
Ermita, Manila

THRU : The OIC-Provincial Environment and
Natural Resources Officer
Bgy. Sta. Monica, Puerto Princesa City

FROM : The Community Environment and
Natural Resources Officer
Coron, Palawan

SUBJECT : **COMPLIANCE MONITORING REPORT ON FOREST LAND USE
AGREEMENT FOR TOURISM PURPOSES OF SCOTTLAND INC.
LOCATED AT SO. TANDUL, BARANGAY BINTUAN, CORON,
PALAWAN**

Respectfully forwarded is the attached duly accomplished compliance monitoring form submitted by the monitoring team dated March 18, 2022 re: above cited subject.

Please be informed that the proponent is religiously paying the annual rental amounting to Php. 611, 250.00 for CY 2022 with O.R No. 6879473 dated March 3, 2022.

Further informed that the proponent is consistently submitting their annual accomplishment report.

This report will serve as a means of verification (MOV) of the office.

For information and record.



ARNOLDO A. BLAZA, JR.



Republic of the Philippines
Department of Environment and Natural Resources
Community Environment and Natural Resources Office
Coron, Palawan
cenrocoron@denr.gov.ph

March 18, 2022

MEMORANDUM

FOR : The Community Environment and
Natural Resources Officer
Coron, Palawan

FROM : The Compliance Monitoring Team


SUBJECT : **COMPLIANCE MONITORING REPORT ON FOREST LAND USE
AGREEMENT FOR TOURISM PURPOSES OF SCOTTLAND INC.
LOCATED AT SO. TANDUL, BARANGAY BINTUAN, CORON,
PALAWAN**

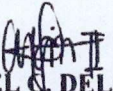
Respectfully submitted is the duly attached accomplished compliance monitoring form regarding the conducted compliance monitoring of the approved Forest Land Use Agreement for Tourism Purposes (FLAgT) of Scotland Inc. with FLAgT No. 01-2015.


Please be informed that the findings of the team regarding the compliance of the terms and conditions of the FLAgT Agreement of the proponent are enumerated in duly accomplished compliance monitoring form dated March 9, 2022


Be informed further that the proponent is religiously paying the annual rental amounting to Php. 611, 250.00 for CY 2022 with corresponding OR No. 6879473 dated March 3, 2022 (pls. see attached official receipt).

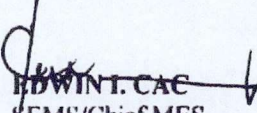
For your information and record.


LYNETH A. ILOVINO
Forest Ranger/Member


ARIEL C. DELIN II
Forest Technician II/Member


EMMA C. FRANCISCO
Forester II/Asst. Team Leader


RENIEL OLIVER M. FUENTES
Forest Technician I/Team Leader


EDWIN T. CAC
SEMS/Chief MES

COMPLIANCE MONITORING SHEET FOR FORESTRY TENURE (FLAGT)

Monitoring Date: March 9, 2022

Monitoring Time: 11:35 AM

A. BASIC INFORMATION:

| | |
|--|---|
| Name of Company: SCOTTLAND INC. (LIND CORON) | |
| Location of Area (Sito, Brgy, Mun) So. Tandul, Brgy. Bintuan, Coron, Palawan | Area in Sq. Meter: 163, 000 |
| Business Address: (email, messenger acct. & contact number) : richard@thespa.com.ph, 63286565790 | |
| Amount of Annual Government Share: Php. 611, 250.00 | Date Paid/OR No. 03-03-22 / 6879473 |
| Year of last revaluation (Per Section of 16 DAO 2002-28): N/A | |
| Nature of Land-use (Per Section 4 of DAO 2004-28): For Tourism Purposes | |
| Tenure Instrument Number: FLAGT No. 01-2015 | Date of Issuance: December 3, 2015 |
| Kind of Tenure Instrument : FLAGT | Expiry Date: December 02, 2040 |
| Contact Person/Designation: Richard Uy/EVP | |
| Name of Pollution Control Officer (PCO): Engr. John Bryan Amado | |
| PCO Accreditation No. 2021-R4B-03664 | Effectivity: Nov.15, 2021-Nov. 14, 2024 |
| Contact No. 09985425116/09285206236 | Email: N/A |

B. COMPLIANCE TO EXISTING ENR LAWS, RULES AND REGULATIONS:

| Conditions | Yes | No | Remarks |
|---|-----|----|----------------------------|
| 1. NCIP/Cert of Pre Condition/Date Issued | ✓ | | Certificate of Non-overlap |
| 2. Free and Prior Informed Consent/Date Issued | ✓ | | |
| 1.Compliant to ECC - PD 1586, Philippine Environmental Impact Assessment / DAO 2003-30 | ✓ | | ECC-4B-1206-0084 |
| 2. Compliant to RA 6969, Toxic and Hazardous Waste Act of 1999/ DAO 1992- 29 | ✓ | | |
| 3. Compliant to RA 8749, Clean Air Act of 1999 /DAO 2000-81 | ✓ | | |
| 4. Compliant to RA 9003, Ecological Solid Waste Management Act of 2000/DAO 2001-34 | ✓ | | |
| 5. Compliant to R A 9275- Clean Water Act of 2004 / DAO 2005-10 | ✓ | | |
| 6. Compliant to PD 705, Forestry Reform Code of the Philippines | ✓ | | |
| 7. Compliant to Water Code of the Phil./ Article No. 51-PD 1067 (No Permanent Structures within Easement Zones) | ✓ | | |
| a.) Within 3 meters in Urban Areas | N/A | | |
| b.) Within 20 meters in Agricultural (A&D) Areas | N/A | | |
| c.) Within 40 meters in Timberland Areas | ✓ | | |

EMENTS INTRODUCED:

| of Improvement Introduced | Approximate Value of Improvement | STATUS (permanent or temporary) | REMARKS |
|----------------------------|----------------------------------|---------------------------------|------------------------------|
| A. Current Year 2021 | | | |
| 1. Land | 14% (road) | Permanent | On-going construction |
| 2. Buildings | 34% | Permanent | On-going construction |
| 3. Infra/Machineries | 0% (STP, Desal) | Permanent | For schedule on construction |
| 4. Plantation | On-going construction | | |
| 5. Other Improvements | On-going construction | | |
| | | | |
| B. Previous Years (2020) | | | |
| 1. Land | 10% (road) | Permanent | On-going construction |
| 2. Buildings | 30% | Permanent | On-going construction |
| 3. Infra/Machineries | 0% (STP, Desal) | Permanent | For schedule on construction |
| 4. Plantation | On-going construction | | |
| 5. Other Improvements | On-going construction | | |
| | | | |

D. COMPLIANCE PURSUANT TO DENR ADMINISTRATIVE ORDER NO. 2004-28

| Terms and Conditions | Response | | |
|--|-----------|--|---------------------------------|
| | Yes or No | | Remarks |
| 14.1. The boundaries of the FLAgT area was delineated and marked on the ground within six (6) months from the issuance of the agreement? | YES | | |
| 14.2 The FLAgT holder submitted the Site Management Plan for the protection of the environment and conservation of the area within 3 months from issuance. | YES | | |
| 14.3. The holder secured the required Environmental Compliance Certificate (ECC) and other necessary permits prior the conduct of any activity in the area? | YES | | ECC-RAB-1206-0084 |
| 14.4. The holder utilized the area only for the purpose for which the FLAgT was granted. If the area was utilized for other purposes/s other than what was approved, is prior approval secured from the Secretary of his/her duly authorized representative? | YES | | |
| 14.5. In all instances, cutting of trees within the FLAgT area shall be subject to prior clearance by the DENR in accordance with existing rules and regulations. If there are cutting of trees, is prior clearance secured from DENR Secretary of his duly authorized representative? | YES | | All trees are being preserved |
| 14.6. Is the practice of Ecological Solid Waste Management properly observed and implemented? Is the Clean Water Act observed and followed (STP, Water Discharge Permit, etc)? | | | |
| 14.7. Is biodiversity in the area especially those identified as unique, rare and endangered species of flora and fauna strictly protected? | YES | | Cutting of trees is not allowed |
| 14.8. Is there any changes in the management, ownership or capital stock of the company or corporation or transfer of a majority of the stock or shares of the company or corporation as provided for in PD 705, as amended? If so, did the proponent immediately informed the RED or his/her duly authorized representative? | N/A | | |
| 14.9. The holder are willing to surrender to the RED or his/her duly authorized representative the agreement if not to be renewed on the date of expiration, or if the holder is no longer interested in the area, or in case of cancellation, immediately after the effectivity of its cancellation? | YES | | |
| 14.10. Is the holder fully aware that in case of death of individual FLAgT holder, the heir(s) may apply for the transfer of FLAgT within ninety (90) days upon his/her death? | YES | | |
| 14.11 Is the tenure holder aware that the FLAgT shall not be construed as permit to obstruct the free navigation of any stream, creek or river or marine coastal area adjoining or flowing through the area or to prohibit or interfere with the passage of people along such streams, creeks or rivers or banks thereof? Or to impeded the flow and ebb of the tide to and from the interior of the swamps? | YES | | |
| 14.12 Did the FLAgT holder submit the Annual Report as to its compliance to the Site Management Plan? | YES | | |
| 14.13 Is the Annual Government Share paid on or before March 31 pursuant to DAO 2021-02 which amended Section 16 of DAO 2004-28 and Section 18 of DAO 2004-59 | YES | | |

MENT OF ANNUAL GOVERNMENT SHARE/RENTAL/FOREST FEES: (O.R. copy hereto attached)

| Particulars | Amount | Official Receipt No. | Date Issued | Remarks (Indicate if updated or not) |
|-------------------------|------------|----------------------|-------------|---|
| Government Share/Rental | 611,250.00 | 6879473 | 03/03/2022 | updated |
| Performance Bond | 764,062.50 | | 03/02/2016 | |
| Forest Charges | N/A | | | |
| Surcharges | N/A | | | |

H. Other environmental, social activities by the holder (e.g tree planting, coastal clean-up, gift giving etc)

Donate 10 bags of cement to Bintuan High School

Donate additional 15 bags of cement to Bintuan High School

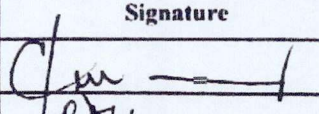
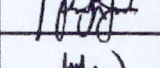
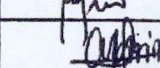
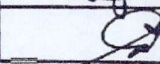
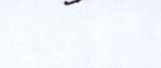
Donate backfilling materials for Bintuan High school

I. FINDINGS AND RECOMMENDATIONS

The proponent is religiously paying the Annual Government Share amounting to Php. 611, 250.00
per annum and submitted their annual report

J. DETAILS AND SIGNATURE OF MONITORING TEAM:

WE HEREBY CERTIFY to the correctness of the data and information as contained herein to the best of
our knowledge and belief.

| Name | Position/Designation/Office | Signature |
|--------------------------|-------------------------------|---|
| EDWIN I. CAC | SEMS/Chief, MES |  |
| RENIEL OLIVER M. FUENTES | Forest Tech.I/Team Leader |  |
| EMMA C. FRANCISCO | Forester II/Asst. Team Leader |  |
| ARIEL C. DELIN II | Forest Tech.II/Member |  |
| LYNETH A. ILOVINO | Forest RangerMember |  |

J. ATTACHMENT/S

(See attached photo or geo-tagged/map/and other documentations)

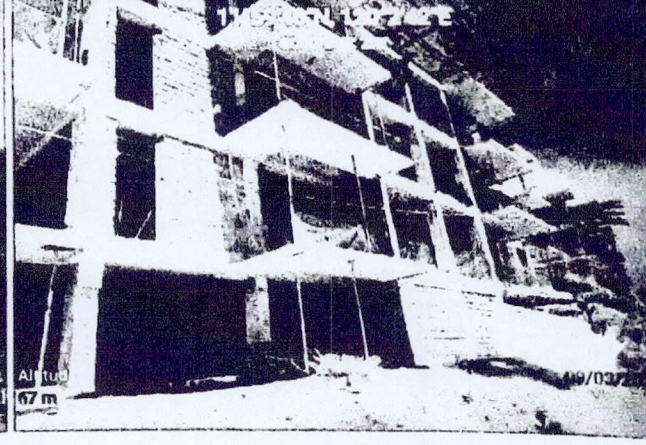
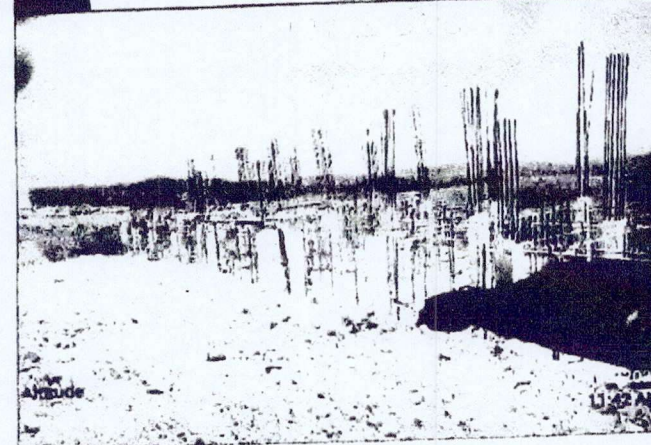
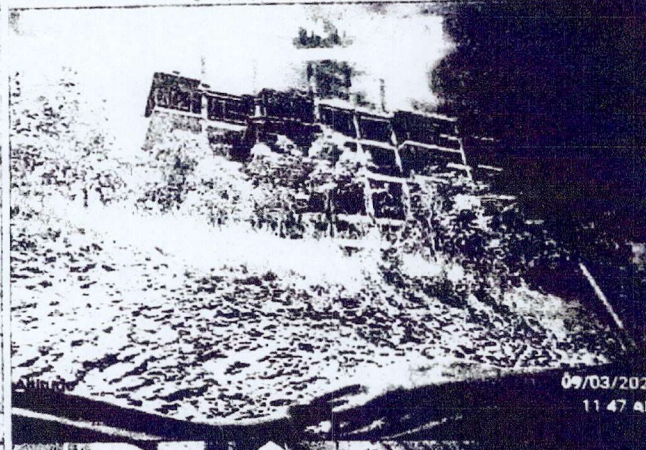
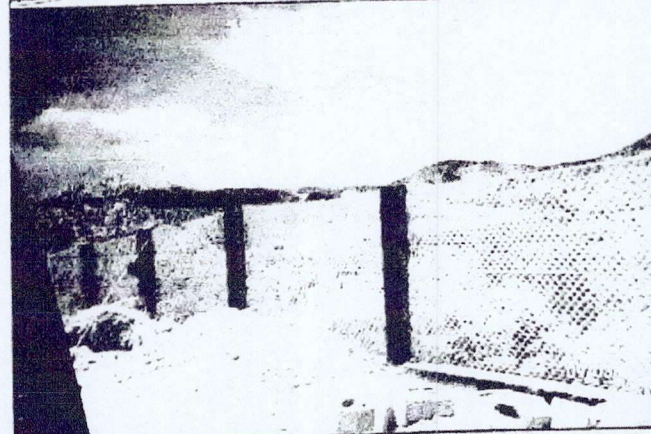
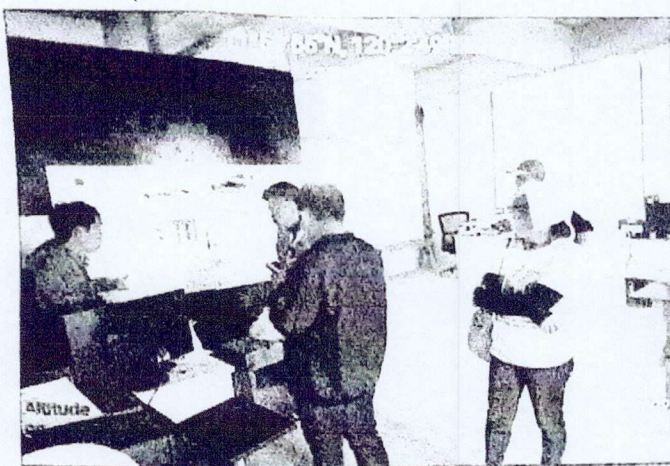
SUBSCRIBED AND SWORN to before me this _____ day of _____ 2022 at _____

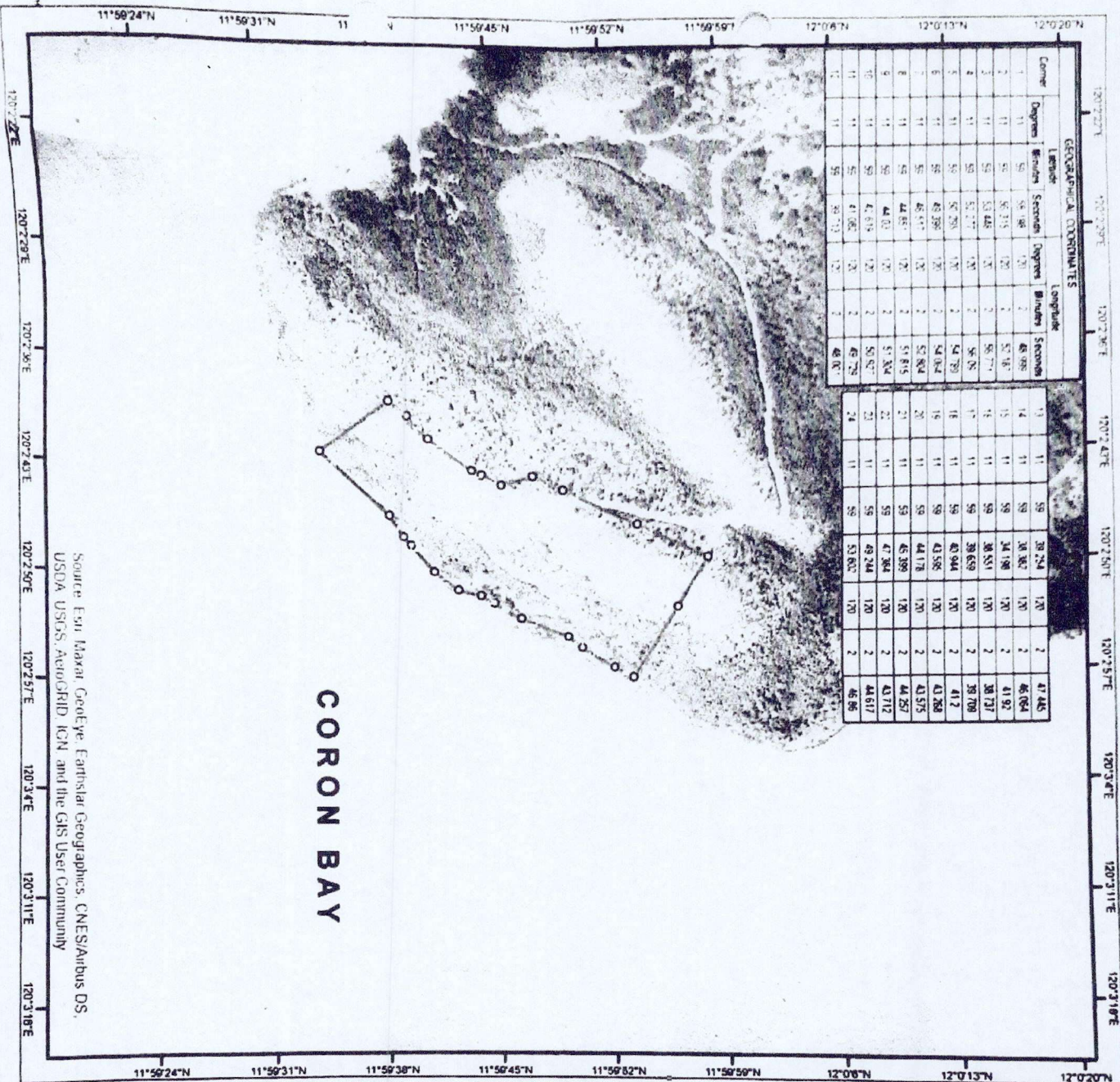

ARNOLDO A. BLAZA, JR.

CENRO

Authorized Person to Administer Oath

Geo-tagged photos taken during the conduct of compliance monitoring of Forest Land use Agreement for Tourism Purposes issued to Scotland Inc. located at So. Tandul, Barangay Bintuan, Coron, Palawan on March 9, 2022.





Source: Esri, Maxar, GeoEye, Earthstar, GeoGraphics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

CORON BAY



CIS MAP

showing the location of

FLAQT No. 01-2015

issued to

SCOTTLAND, INC.

Located at

Sito : Tandul
Barangay : Bintuan
Municipality : Coron
Province : Palawan

Scale 1 : 10,000

Projection: Universal Transverse Mercator-Zone 50 (N)
Datum: World Geodetic System 1984 (WGS84)

Approximate Total Area : 16.3 Hectares

Legend

- Corners
- Boundary of FLAQT no 01-2015, Scotland, Inc



Republic of the Philippines
Department of Environment and Natural Resources
Region IV - MIMAROPA
COMMUNITY ENVIRONMENT AND NATURAL RESOURCES OFFICE
Coron, Palawan

Prepared by

ARIEL B. DELIN II
Forest Technician II/ GIS Unit

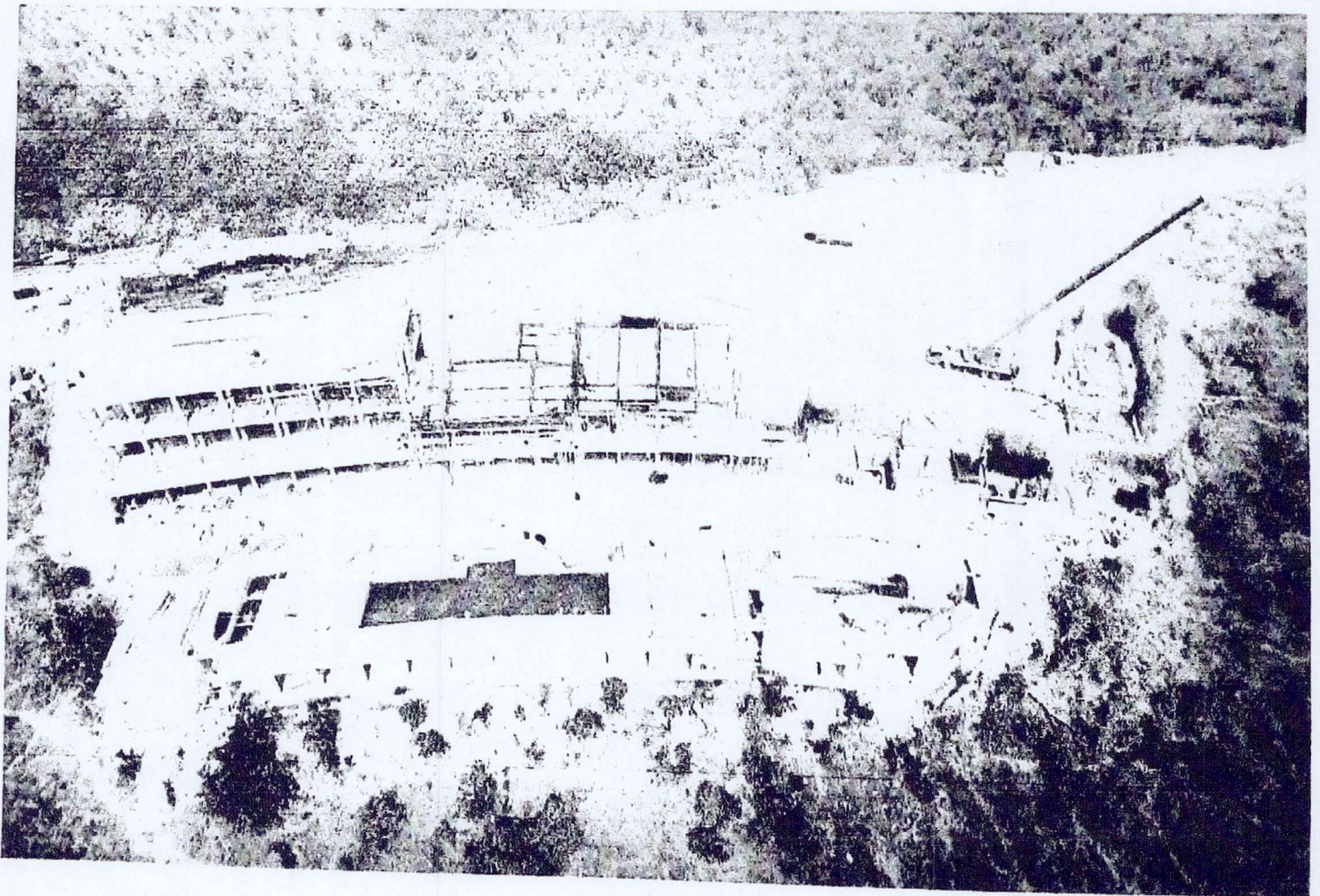
The Forest Land Use Agreement for Tourism Purposes (FLAQT) boundary shown is based on the shapefile provided by the Regional Office and is subject for future precise survey.

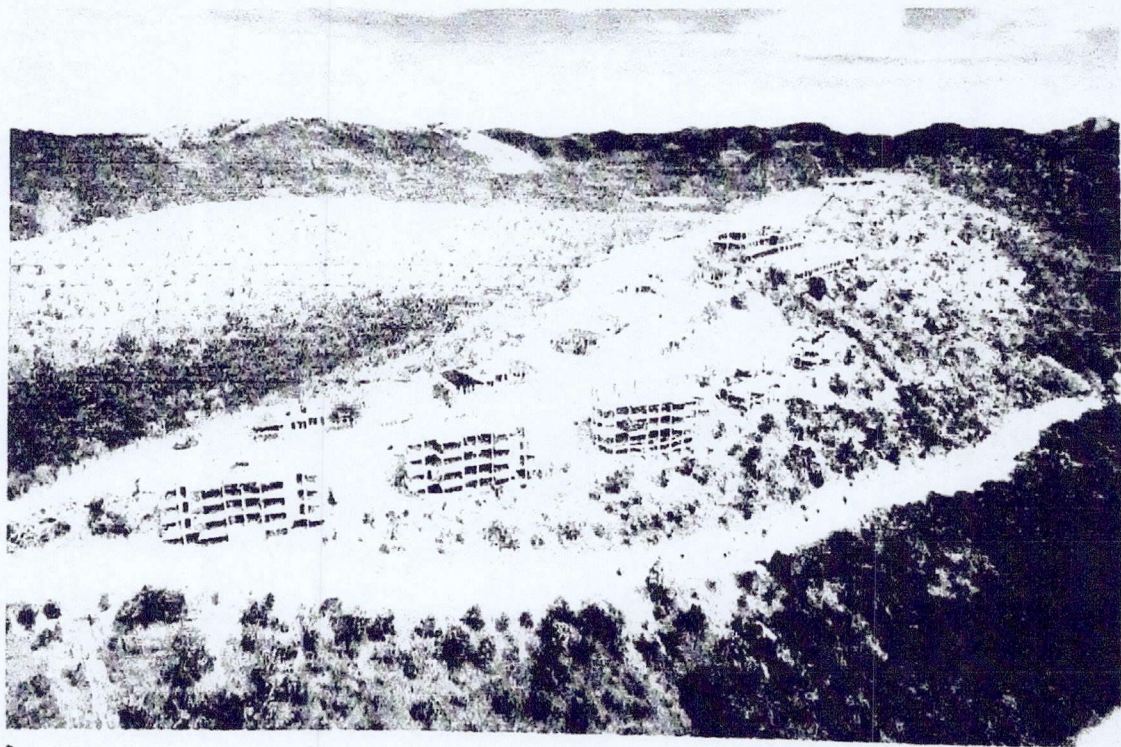
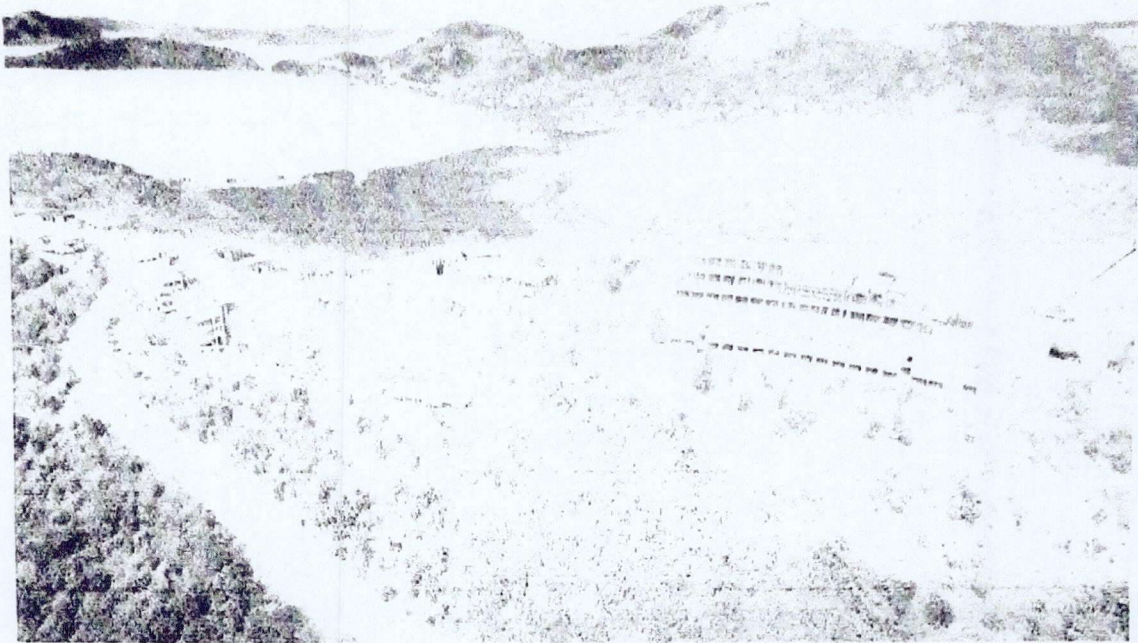
Reviewed by

RENIL M. PUNTES
Forest Technician I/ Team Leader
Monitoring and Evaluation of
Tenement Investment

Attested by

SENSE in Charge, MRS




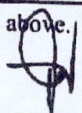


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ACCOUNTABLE FORM NO. 51-C
Revised January, 1992

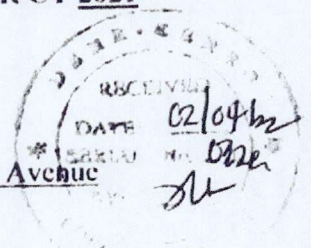
(ORIGINAL)

| | | | |
|--|-----------------|---|------|
|  | | Official Receipt of the Republic of the Philippines | |
| | | N ^o 6879473 Y | |
| Date | | March 3, 2022 | |
| Agency | DENR - CENRO | | Fund |
| Payor SCOTLAND, INC. | | | |
| Nature of Collection | Account Code | Amount | |
| Annual Rental CY 2022 | | ₱ 611,250.00 | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL | | ₱ 611,250.00 | |
| Amount in Words Six Hundred Eleven Thousand Two Hundred + Fifty Pesos Only. | | | |
| <input type="checkbox"/> Cash | Drawee Bank | Number | Date |
| <input type="checkbox"/> Check | | | |
| <input type="checkbox"/> Money Order | | | |
| Received the amount stated above. | | | |
|  | | | |
| Collecting Officer | | | |
| NOTE: Write the number and date of this receipt on the back of check or money order received. | | | |

ANNUAL ACCOMPLISHMENT REPORT OF SCOTTLAND INC. FOR CY 2021

A. BASIC INFORMATION

1. NAME OF COMPANY : SCOTTLAND INC.
2. TENURE INSTRUMENT/NO. : FLAgT No. 01-2015
3. BUSINESS ADDRESS : The Spa Building, 80 E. Rodriguez Jr. Avenue
Bagumbayan, Libis, Quezon City
4. TEL. NO./FAX NO. : (63 2) 86565790
5. EMAIL ADDRESS : richard@thespa.com.ph / mvclasco@thelindahotels.com
6. TOTAL AREA (HA.) : 16.30 Hectares
7. LOCATION : Sitio Tandol, Brgy. Bintuan,
8. DATE OF ISSUANCE : December 03, 2015
9. EXPIRY DATE : December 02, 2040



8. APPROVAL OF PLANS:

| | Date Approved | Period Coverage of Plan | Remarks |
|----------------|-----------------|-------------------------|---------|
| 8.1 CDMF/CRMF | August 13, 2014 | N/A | N/A |
| 8.2 FYIOP/FYWP | N/A | N/A | N/A |

9. APPROPRIATE CLEARANCE:

| | Date Issued | Issuing Authority | Remarks |
|--|------------------|-------------------------------|--|
| 1. NCIP • Certification Precondition/FPIC • Certificate of Non-Coverage | April 4, 2013 | NCIP | Certificate of Non-Overlap Control No. RIV-PAL-2013-005 |
| 2. LGU Endorsement | January 26, 2015 | Municipal Government of Coron | Approved |
| 3. ECC/CNC | June 12, 2012 | N/A | ECC-4B-1206-0084 |
| 4. PCSD Clearance | Sept. 28, 2012 | N/A | TPR-092812-005 |

10. VEGETATIVE COVER (UPON ISSUANCE AND CURRENT) WITH MAPS

| Vegetative Cover/Land Use Cover | | | |
|--|-----|-----|-----|
| 1. Protection Forest • 1000 msl • 50% slope and above • 20 meters on both sides of rivers and streams • Areas covered by NIPAS law | N/A | N/A | N/A |

REMARKS : (If undertaken indicate extent)

2. INFRASTRUCTURE DEVELOPMENT

| Kind of Infrastructure | Goal | Accomplishment (no./length) | | Accomplishment |
|------------------------|--|-----------------------------|----------|----------------|
| | | Reported | Verified | |
| 2.1 Road Network | 2.9 Kilometers (paved and dirt/rough/unpaved road) | 1.4Km | 2.8Km | 400m |
| 2.2 Camp Construction | 35 Buildings | 8 | 19 | On going |
| 2.3 Bridges/Culvert | N/A | N/A | N/A | N/A |
| 2.4 Look-out Towers | 8 | N/A | N/A | NONE |
| 2.5 Others (Specify | STP / Desalination Plant | 2 | 2 | On going |

3. NURSERY ESTABLISHMENT AND OPERATIONS (IF APPLICABLE)

3.1 Nursery Information

| Type | Location | Area | Seedling Capacity |
|--------------|----------|------|-------------------|
| Central | N/A | N/A | N/A |
| Subsidiary | N/A | N/A | N/A |
| 1. | N/A | N/A | N/A |
| 2. | N/A | N/A | N/A |
| 3. | N/A | N/A | N/A |
| Total | | | |

3.2 Nursery Facilities/Structures

| Type | Central Nursery (No.) | Subsidiary Nursery/ies | | | Remarks |
|------------------------|-----------------------|------------------------|-----|-----|---------|
| | | 1 | 2 | 3 | |
| 3.2.1 Water System | N/A | N/A | N/A | N/A | N/A |
| 3.2.2 Soil Treatment | N/A | N/A | N/A | N/A | N/A |
| 3.2.3 Potting Sheds | N/A | N/A | N/A | N/A | N/A |
| 3.2.4 Recovery Sheds | N/A | N/A | N/A | N/A | N/A |
| 3.2.5 Hardening Sheds | N/A | N/A | N/A | N/A | N/A |
| 3.2.6 Tool Room | N/A | N/A | N/A | N/A | N/A |
| 3.2.7 Laborers Quarter | N/A | N/A | N/A | N/A | N/A |
| 3.2.8 Others (| N/A | N/A | N/A | N/A | N/A |

3.3 Seedling Production (If applicable)

| Year | Location | | Remarks |
|------|-------------------|----------------------|---------|
| | Central Nurseries | Subsidiary Nurseries | |
| N/A | N/A | N/A | N/A |
| N/A | N/A | N/A | N/A |
| N/A | N/A | N/A | N/A |
| N/A | N/A | N/A | N/A |
| N/A | N/A | N/A | N/A |

| | | | |
|-----|-----|-----|-----|
| N/A | N/A | N/A | N/A |
| N/A | N/A | N/A | N/A |
| N/A | N/A | N/A | N/A |

4. PLANTATION ESTABLISHMENT

4.1 Established Plantation

| Year | Goal per IAOP | Accomplishment (ha.) | | Species | % Accom't |
|------|---------------|----------------------|----------|---------|-----------|
| | | Reported | Verified | | |
| N/A | N/A | N/A | N/A | N/A | N/A |
| N/A | N/A | N/A | N/A | N/A | N/A |
| N/A | N/A | N/A | N/A | N/A | N/A |
| N/A | N/A | N/A | N/A | N/A | N/A |
| N/A | N/A | N/A | N/A | N/A | N/A |
| N/A | N/A | N/A | N/A | N/A | N/A |
| N/A | N/A | N/A | N/A | N/A | N/A |

REMARKS:

4.2 Plantation Maintenance and Protection

| Year Planted | Reported (ha.) | Verified (ha.) | Spacing | Average dia (cm) | Average Ht. (cm) |
|--------------|----------------|----------------|---------|------------------|------------------|
| N/A | N/A | N/A | N/A | N/A | N/A |
| N/A | N/A | N/A | N/A | N/A | N/A |
| N/A | N/A | N/A | N/A | N/A | N/A |
| N/A | N/A | N/A | N/A | N/A | N/A |
| N/A | N/A | N/A | N/A | N/A | N/A |
| N/A | N/A | N/A | N/A | N/A | N/A |

5. FOREST PROTECTION

5.1 Personnel

5.1.1 No. of guards Employed : 12
 Deputized : 1
 Not Deputized : 11

5.1.2 Firefighters

No. of the Fire Fighting crews organized : None
 No. of firefighters per crew : None

5.2 Facilities/Measures

| Facilities/Measures Established/Maintained | No./length | Degree of Use |
|--|------------|---------------|
| 5.2.1 Look-out Tower | N/A | N/A |

| | | |
|---------------------------------------|-----|-----|
| 5.2.2 Patrol Headquarters/checkpoints | N/A | N/A |
| 5.2.3 Billboards/Posters | N/A | N/A |
| 5.2.4 Firebreaks/firelines | N/A | N/A |
| 5.2.5 Greenbelt | N/A | N/A |

5.3 Forest Protection Equipment

| Equipment | Type/Kind | No. of Units Serviceable |
|--------------------------------|-----------|--------------------------|
| 5.3.1 Communication Facilities | N/A | N/A |
| 5.3.2 Firefighting | N/A | N/A |
| 5.3.3 Patrol/Service Vehicle | N/A | N/A |

5.3 Forest Destruction

| Type | Incidence | | Area (ha.) | | Classification (Prot/Prod'n Forest, plantation, etc.) |
|------|-----------|-----|------------|-----|---|
| | | | | | |
| N/A | N/A | N/A | N/A | N/A | N/A |
| | | | | | |
| | | | | | |
| | | | | | |

REMARKS:

6. MANAGEMENT OF RESIDUAL FOREST

6.1 Degraded Residual Forest

| Activities | Goal (ha) IOAP | Accomplishment (ha.) | | | % Accom't |
|--|----------------|----------------------|----------|--------------|-----------|
| | | Reported | Verified | Spp. Planted | |
| 6.1.1 Conversion into productive state through: -Clearcutting -Selection Cutting | N/A | N/A | N/A | N/A | N/A |
| 6.1.2 Thru Silvicultural Treatment -Enrichment Planting -TSI | N/A | N/A | N/A | N/A | N/A |

REMARKS:

7. TIMBER HARVESTING AND WOOD UTILIZATION

7.1 Volume Harvested (cu.m.)

| Forest Type (ha.) | AAC per IOAP (cu.m.) | Accomplishment | | | |
|-----------------------------|----------------------|----------------|----------|----------------|----------|
| | | Area (ha.) | | Volume (cu.m.) | |
| | | Reported | Verified | Reported | Verified |
| a. Plantation/Thinning | N/A | N/A | N/A | N/A | N/A |
| b. Degraded Residual Forest | N/A | N/A | N/A | N/A | N/A |

REMARKS:

7.2 Cut Disposition

| Type of Disposition | Consignee/Donee | Volume (cu.m.) | |
|---------------------------|-----------------|----------------|-----------|
| | | Reported (AAR) | Verified) |
| a. Processed by own plant | N/A | N/A | N/A |
| b. Sold/shipped (cu.m) | N/A | N/A | N/A |
| c. Donations (cu.m.) | N/A | N/A | N/A |
| d. Company Use (cu.m.) | N/A | N/A | N/A |
| e. Others (Specify) | N/A | N/A | N/A |

8. COMMUNITY SERVICES AND DEVELOPMENT

(Enumerate social services and assistance given to affected communities i.e. community organizing livelihood assistance, employment generation, infrastructure established, etc.)

| Type of Community Service | Beneficiary/ies | Number | Location |
|---|----------------------------|---------------|-------------------------|
| Donating Excavated Materials | Residents of Brgy. Bintuan | 20,000 cubic | Bintuan Docking Port |
| Assistant to Covid -19 Positive Patient | Residents of Brgy. Bintuan | 10 Sacks Rice | Brgy. Bintuan Hall |
| Repair of culvert within Bintuan to prevent flooding. | Residents of Brgy. Bintuan | 1 Lot | Brgy. Bintuan Main Road |

REMARKS:

9. PAYMENT OF FOREST CHARGES

| Particulars | Amount | OR Number | Date | Remarks |
|-------------------------|------------|-----------|------------|--|
| Government Share/Rental | 611,250.00 | 9864904 | 1/4/2021 | For CY 2021 |
| Government Share/Rental | 611,250.00 | 9864622 | 12/12/2019 | For CY 2020 |
| Performance Bond | 764,062.50 | | 03/02/2016 | LIC Bond No. G(13)-04633/LIC No. 36081 Endorsement No. 16-0000000263 (dated 3/17/2016) |
| Forest Charges | N/A | N/A | N/A | N/A |
| Surcharges | N/A | N/A | N/A | N/A |

10. RECORDED VIOLATION OF PERTINENT FORESTRY LAWS, RULES AND REGULATIONS; GRIEVANCE/COMPLAINT AGAINST THE HOLDER

| Violation/Complaint/Grievance | Action Taken | Status |
|-------------------------------|--------------|--------|
| N/A | N/A | N/A |
| | | |
| | | |

SUBMITTED BY:

RICHARD WY

IN WITNESS WHEREOF I have hereunto set my hand and seal this _____ day of
01 FEB 2022 20. at **CORON, PALAWAS**, Philippines.

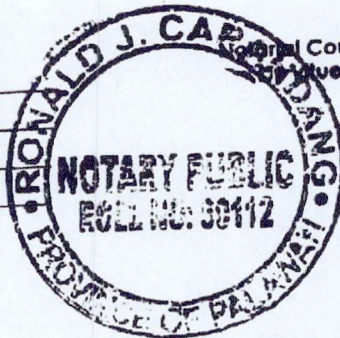
ATTY. RONALD J. CARANDANG

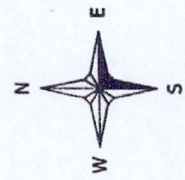
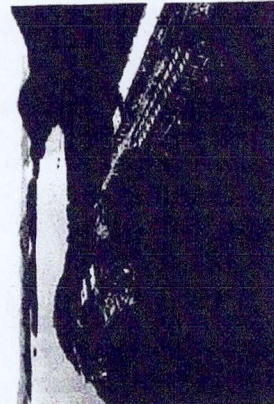
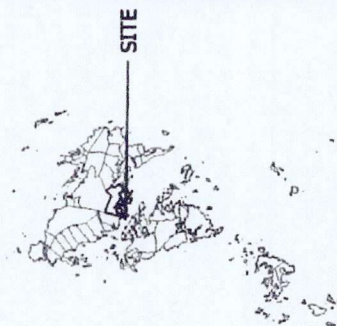
Notary Public UNTIL DEC. 31, 2020
PTR No. 2629179, Palawan
IBP No. 153869-01-19-21/Palawan
Roll No. 50112

MCLE VI-0025929, Pasig City

Notary Commission extended until 30/12/2022
by virtue of SC A.M. No. 3795, dated SEP 25, 2021

Doc. No. 422
Pag No. 85
Book No. 107
Series of 70W





MAP
showing the
AREA OF IMPROVEMENT
of

SCOTTLANDS INC.
within its
FLAGT No. 01-2015

Located at

Sitio : Tandul
Barangay : Bintuan
Municipality : Coron
Province : Palawan

Scale 1 : 10,000
0 > 1 m

Legend

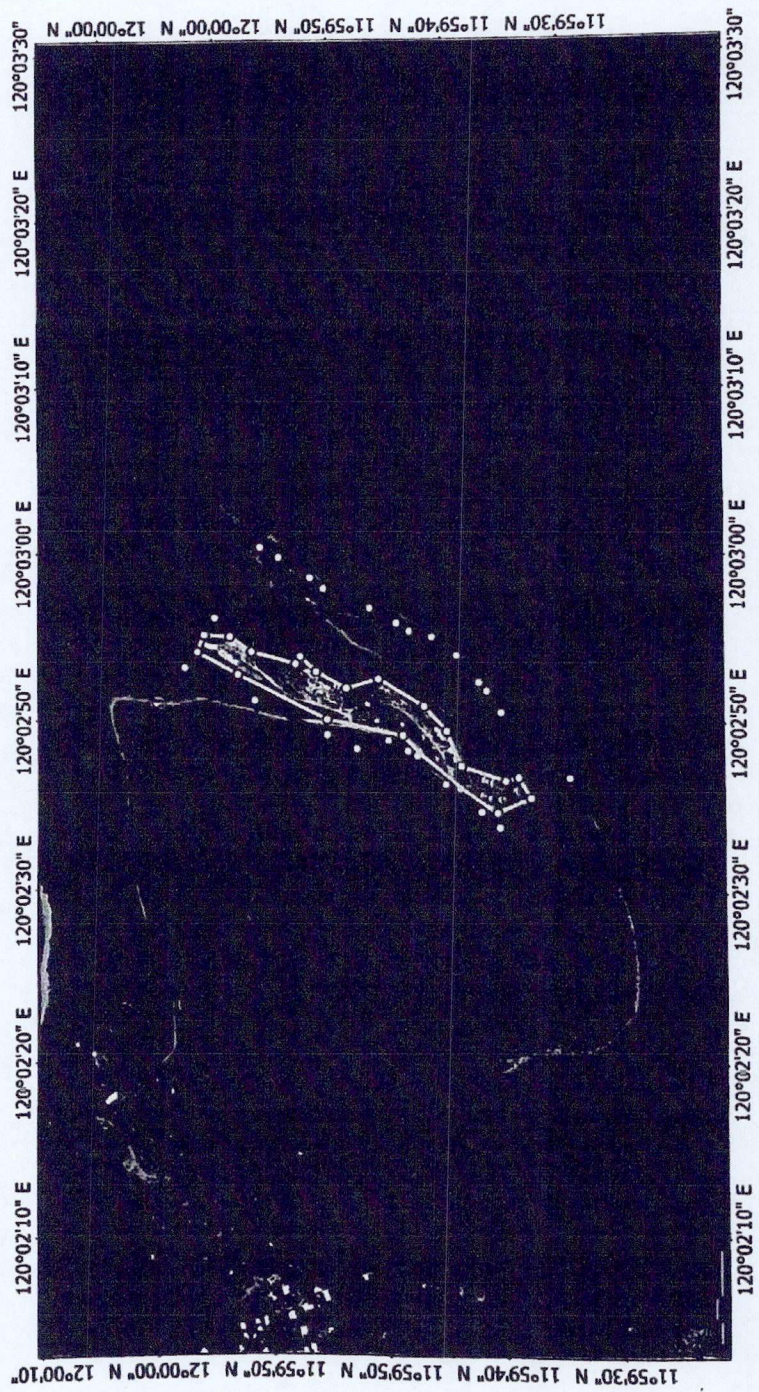


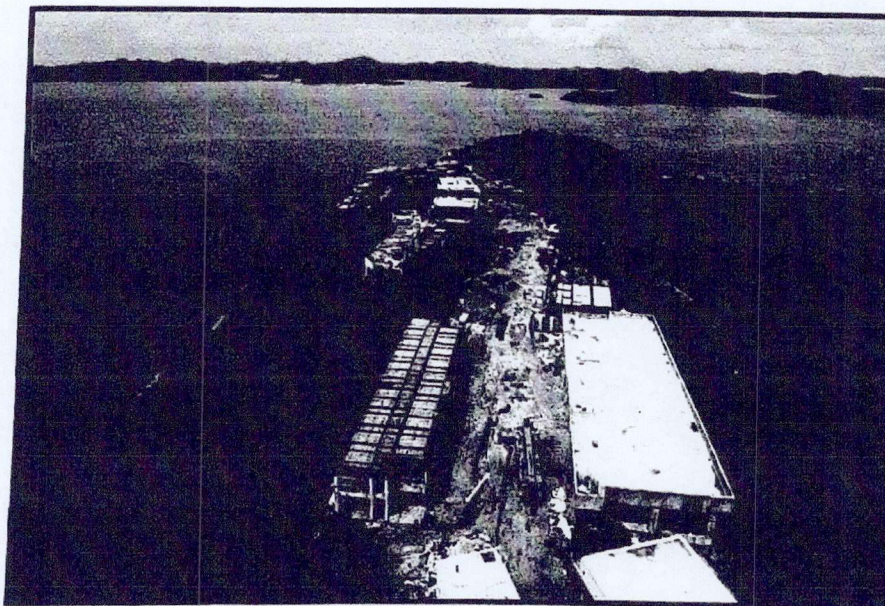
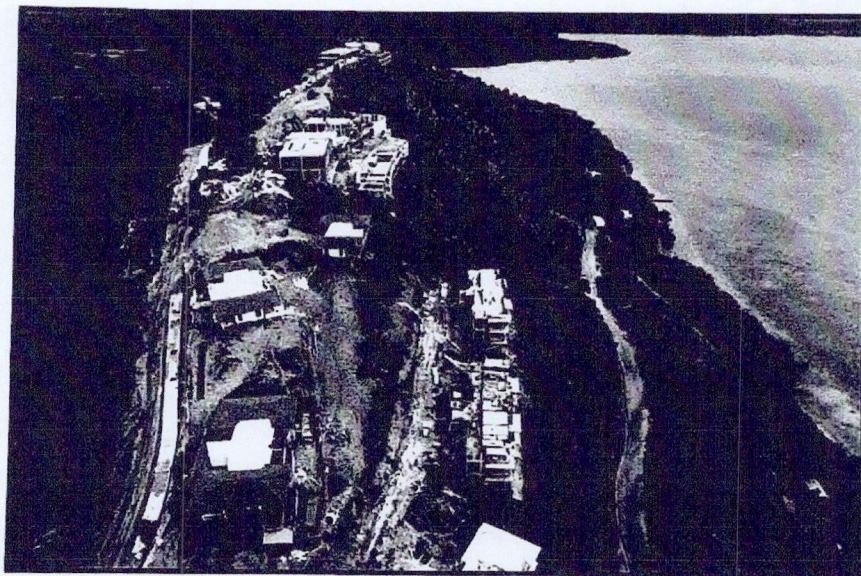
Area Improved by Scotland-4.6 Hectares
Scotland Inc.FLAGT No. 01-2015 16.3 Hectares
Points

Prepared by:
~~ROY D. PASCUAL~~
ECOMS I

Attested by:
RODNEY G. VERLAN
OIC-CENRO

Projection: WGS 1984 World Mercator





THE SCOTTLANDS INC. LOCATED AT BINTUAN, CORON, PALAWAN



Republic of the Philippines
Department of Environment and Natural Resources
MIMAROPA Region
Community Environment and Natural Resources Office
Coron, Palawan
Email add: cenrocoron@denr.gov.ph

ATTENDANCE

SITE INSPECTION ON SCOTTLANDS INC.
Bintuan, Coron, Palawan

Date: June 25, 2022

| NAME | POSITION/DESIGNATION | SIGNATURE |
|-----------------------------|----------------------|-----------|
| 1. ROY D. PASCHAL | ECOMS I | |
| 2. JULIUS R. SORREDA | FR | |
| 3. Emma C. Francis | Forester II | |
| 4. DEXON CADAMPOS | Sagip | |
| 5. Norvin Rivera | Sagip | |
| 6. Sherwin Cadampos | Sagip | |
| 7. Reynald A. Bulcan | Sagip | |
| 8. RODOLFO A. Cadampos Jr | | |
| 9. HARLAN ILUVINO | F.P. | |
| 10. ENGR. Jafel Bryan Amari | SCOTTLAND INC. | |
| 11. Jonald Lameic | ENMO - ENG | |
| 12. Ricardo Balbunan | KAGAZON Bintuan | |
| 13. | | |
| 14. | | |
| 15. | | |
| 16. | | |