



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

June 20, 2023

MEMORANDUM

FOR : The Regional Executive Director
DENR MIMAROPA, 1515 DENR
By the Bay Building, Roxas Boulevard,
Barangay 668, Ermita, Manila

THRU : The OIC, Assistant Regional Director for
Technical Services

FROM : The Provincial Environment and
Natural Resources Officer

SUBJECT : **LETTER DATED MAY 24, 2023 FROM ATTY. HAZIELL P. PASCUA RE: APPLICATION FOR AN EXTENSION OF SLUP LOCATED IN BARANGAY CULASIAN, RIZAL, PALAWAN**

Respectfully forwarded is the letter dated May 24, 2023 with enclosures from Atty. Haziell P. Pascua, Corporate Counsel / Head, Legal and Compliance of Lionheart Farm (Philippines) Corporation (LFPC) re: submission of documentary requirements supporting application for expansion of their existing Special Land Use Permit (SLUP) in Barangay Culasian, Rizal Palawan.

Attached herewith is certified true copy of Insurance Policy/Agreement from Stronghold Insurance Company, Incorporated representing performance bond amounting to 1,532,475.00 of the above mentioned company in a form of surety bond, which includes the face value of 25% increase per DAO 2004-16. Advanced copy of document requirement has been forwarded to your end though PENRO memorandum dated May 02, 2023.

For your information and further evaluation to the matter.

Copy Furnished:
The Community Environment
& Natural Resources Officer
Quezon, Palawan

DAIF Ref. 2023-4728
TSD-RPS-Utilization
rac


FELIZARDO B. CAYATOC

DENR-PALAWAN
PENRO-RECORDS
RELEASED
By rac
Date: 26 JUN 2023 2023-1719



May 24, 2023

MS. LORMELYN E. CLAUDIO, CESO IV
Regional Executive Director
MIMAROPA-Regional Office
DENR By the Bay, Roxas Blvd., Ermita
Manila

**DENR PENRO
PALAWAN RECORDS
RECEIVED**

BY: 
DATE: 05-25-2023 GN 23-4728

Thru: FOR. FELIZARDO B. CAYATOC
Provincial Environmental and Natural Resources Officer
Sta Monica, Puerto Princesa City,
Palawan

Dear **RED L.E. Claudio**;

Good day!

This is in connection with the Memorandum dated 28 February 2023 which we received on 06 March 2023 via email regarding our Performance Bond which we can settle in the form of a surety bond.

With this, please find the attached Surety Bond for your perusal and consideration. The face value of the surety bond includes the 25% increase as per DAO 2004-16.

We are hoping that this suffices the requirement for our application for an extension of our SLUP located in Bgy. Culasian, Rizal, Palawan. Should there be any concerns, please do not hesitate to contact me at 09171688992.

Thank you very much.

A handwritten signature in black ink, appearing to read "Haziell P. Pascua".

ATTY. HAZIELL P. PASCUA
Corporate Counsel / Head, Legal and Compliance
Lionheart Farms Philippines Corporation



STRONGHOLD INSURANCE COMPANY, INCORPORATED

SICI Bond No. PPC/G(13)A-BO07-0106138
Tel. Nos 02-891-1329 to 34 : Fax Nos 02-891-1326/83
mail@strongholdinsurance.com.ph
www.strongholdinsurance.com.ph
VAT Reg. TIN000-602-270-000
Established Since 1960

PERFORMANCE BOND (SURETY BOND)

(Performance Security pursuant to Section 39 of the Implementing Rules and Regulation of R.A. No. 9184)

“VALID FOR GOVERNMENT INFRASTRUCTURE, SUPPLY & SERVICES CONTRACTS ONLY”

“VALID FOR GOVERNMENT INFRASTRUCTURE, SUPPLY & SERVICES CONTRACTS ONLY”

KNOW ALL MEN BY THESE PRESENTS:

That we, **LIONHEART FARMS (PHILIPPINES) CORPORATION** of BARANGAY PUNTA BAJA, RIZAL (MARCOS), RIZAL, PALAWAN, as Principal, and **STRONGHOLD INSURANCE CO., INC.**, a corporation duly organized and existing under by virtue of the laws of the Republic of the Philippines, as Surety, are held and firmly bound unto the **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR), PALAWAN** as procuring entity/obligee in the sum of **PESOS: ONE MILLION NINE HUNDRED FIFTEEN THOUSAND FIVE HUNDRED NINETY-THREE & 75/100 ONLY (P1,915,593.75)** Philippine Currency, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the above-bounden Principal entered into a contract with the obligee for the:

PROJECT NAME : SPECIAL LAND USE PERMIT (SLUP) OF LIONHEART FARMS (PHILIPPINES) CORPORATION (LFPC) FOR EXPANSION OF THEIR EXISTING SLUP LOCATED IN BARANGAY CULASIAN, RIZAL, PALAWAN [P-2022-79405].

WHEREAS, the Obligee requires a performance security in the above stated sum to secure the full and faithful performance of the obligations of the principal under the contract within the period of **April 12, 2023 to April 12, 2028** as specified in the bidding documents/terms of reference pursuant to Section 39 of the Implementing Rules and Regulation of R.A. No. 9184 and an additional one year (1) coverage from date of completion up to final acceptance to guarantee that the above-bounden Principal shall undertake the repair works of any damage to the infrastructure on account of the use of materials of inferior quality discovered within the defects liability period pursuant to Section 62 of the Implementing Rules and Regulation (IRR) of R.A. 9184.

This bond is callable on demand. The Liability of the surety company shall in no case exceed the sum of **ONE MILLION NINE HUNDRED FIFTEEN THOUSAND FIVE HUNDRED NINETY-THREE & 75/100 ONLY** Php (P1,915,593.75) Philippine Currency. In case of default or failure of the principal, the Obligee shall notify the Surety by sending the notice of claim with attached supporting documents to prove default or failure to comply by the Principal.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements stipulated in said contract, R.A. No. 9184 and its Implementing Rules and Regulations, then the obligation shall be null and void; otherwise it shall remain in full force and effect.

The liability of the surety under this bond shall remain valid until issuance by the Obligee of the certificate of final acceptance pursuant to Section 39, IRR of R.A. No. 9184 and that the Surety does not assume responsibility for any liability incurred or created after the expiry date. It has been agreed that the Surety is released from liability after the issuance of the certificate of final acceptance. The Surety shall not be liable for extension of contract unless an endorsement has been issued consenting to such extension.

IN WITNESS WHEREOF, we have set our hands and signed our names on the 12th day of April, 2023 at PUSERTO PRINCESA CITY, Philippines

ROLANDO SAMAD MARAT
Witness to Principal

Witness to Principal

LIONHEART FARMS (PHILIPPINES) CORPORATION

CARL CHRISTIAN EYO PENTZ MOLLER
Principal
STRONGHOLD INSURANCE CO., INC.

RODOLFO E. SEVERINO
Branch Manager
Surety

CERTIFIED TRUE COPY

RODOLFO E. SEVERINO
BRANCH MANAGER



STRONGHOLD INSURANCE COMPANY, INCORPORATED

Republic of the Philippines }
PUERTO PRINCESA } S.S.

SICI BOND NO.
PPC/G(13)A-BO07-0106138

In PUERTO PRINCESA Philippines, 12th day of April, 2023 personally appeared before me.

NAME	Residence Cert. No.	ISSUED	
		At	On
CARL CHRISTIAN EYDE PENTZ MOLLER			01/03/23
STRONGHOLD INSURANCE CO., INC.	00136559	MAKATI CITY	01/04/23
RODOLFO E. SEVERINO	07982144	P.P.C	01/03/23

and RODOLFO E. SEVERINO with Comm. Tax. Cert. No 07982144 issued at P.P.C on 01/03/23 for and in behalf of STRONGHOLD INSURANCE CO., INC. with comm. Tax Cert. No. 00136559 issued at MAKATI CITY on 01/04/23 to me known to be the same persons who signed and excuted the foregoing instrument and knowledge before me that same is of their own voluntary act and deed.

In WITNESS Whereof, I have hereunto set my hand and affixed my notarial seal at the place and date first above written.

Doc. No. 514
Page No. 104
Book No. XLVI
Series of 2023

Republic of the Philippines }
PUERTO PRINCESA } S.S.

RODOLFO E. SEVERINO of STRONGHOLD INSURANCE CO., INC. having been duly sworn, states and deposes that the STRONGHOLD INSURANCE CO., INC. is a corporation duly organized and existing under and by virtue of the laws of the Philippines, with its principal office at Makati City and is duly authorized to execute and furnish surety bonds for all purposes within the said Philippines; and that is actually worth the amount specified in the foregoing undertaking to wit ONE MILLION NINE HUNDRED FIFTEEN THOUSAND FIVE HUNDRED NINETY-THREE & 75/100 Pesos, (PHP 1,915,593.75) Philippine Currency, over and above all your debts and obligations and property exempt from execution.

STRONGHOLD INSURANCE CO., INC.

By: 
RODOLFO E. SEVERINO
BRANCH MANAGER

Subscribed and sworn to before me this 12th day of April, 2023 at PUERTO PRINCESA CITY, Philippines. Affiant exhibited to me his Comm. Tax Certificate and that the Corporation, as above mentioned.

Doc. No. 515
Page No. 105
Book No. XLVI
Series of 2023

CERTIFIED TRUE COPY

RODOLFO E. SEVERINO
BRANCH MANAGER

ATTY. ONOFRE MANGOTARA
NOTARY PUBLIC
NPL No. 2022-009 Until Dec. 31, 2023
PTR No. 2942860/01.03.23
IBP No. 002047/12.01.21
ATTORNEY'S ROLL 27750
MCLE Compliance No. VII-0007106
Valid Until April 11, 2025
NOTARY PUBLIC

STRONGHOLD INSURANCE COMPANY, INCORPORATED

INDEMNITY AGREEMENT

Eye

LIONHEART FARMS (PHILIPPINES) CORPORATION/Carl Christian Pentz Mol
BARANGAY PUNTA BAJA RIZAL (Marcos) Rizal, Palawan

hereby jointly and severally request the STRONGHOLD INSURANCE COMPANY, INC. a corporation duly organized and existing under and by virtue of the laws of the Philippines with head office at Makati, Philippines hereinafter called the COMPANY, to become and act as surety upon a **PERFORMANCE BOND** in the sum of **ONE MILLION NINE HUNDRED FIFTEEN THOUSAND FIVE HUNDRED NINETY THREE PESOS** Pesos, Philippine Currency, on behalf of said principal and in favor of **DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR)** dated **APRIL 12, 2023**, 20..... a copy of which is hereto attached and made an integral part, hereof

In consideration of the COMPANY agreeing to act as such surety the undersigned, jointly and severally bind themselves in favor of the COMPANY in the following terms:

1) **PREMIUM:** - To pay to the COMPANY in advance or on demand, in addition to the cost of documentary stamps, the sum of **THIRTY EIGHT THOUSAND THREE HUNDRED FIFTY PESOS** (P. **38,350.00**.....) as premium for each period of **Good for five years (5)**..... months of fraction thereof, while the aforesaid be in force, inclusive of any renewal expression or substitution of the same until duly cancelled. The undersigned hereby expressly waive notice of acceptance and approval hereof and of any such renewal, execution or substitution:

2) **INDEMNITY:** - To indemnify the COMPANY upon its demand and keep it indemnified for and to hold and save it harmless from and against any and all payments, damages, costs, losses, penalties, charges and expenses or whatsoever kind and nature which the COMPANY as such surety shall or may, at any time make sustain incur and/or suffer or for which it has or may become liable to the obligee and to pay an additional amount as attorney's fees equal to 20% of the amount due to the COMPANY by virtue hereof which in no case shall be less than P100,000.00; and which shall be payable whether or not the case be extrajudicially settled. It being understood that demand made upon anyone of the undersigned herein is admitted as demand made on all of the signatories hereof.

In case of confiscation of the bond, the indemnitors shall pay the sum of Fifty (P50.00) pesos a day to the company until the order of forfeiture is lifted and/or the bond is cancelled.

3) **ACCRUAL OF ACTION:** - Notwithstanding the provisions of the next preceding paragraph, where the obligation involves a liquidated amount for the payment of which the COMPANY has become legally liable under the terms of the obligation and its suretyship undertaking, or by the demand of the obligee or otherwise and the latter has merely allowed the COMPANY a term of extension for payment of the latter's demand the full amount necessary to discharged the COMPANY'S aforesaid liability irrespective of whether or not payment has actually been made by the COMPANY the COMPANY for the protection of its interest may forthwith proceed against the undersigned or either of them by court action or otherwise to enforce payment, even prior to making payment to the obligee which may hereafter be done by the COMPANY:

4) **INTEREST ON AMOUNT PAID BY OR DUE THE COMPANY:** - Any and all sums of money so paid by the COMPANY, or for which the COMPANY shall be liable or pay, or which may be due the COMPANY by virtue hereof shall bear interest at the rate of 12% per annum from date of payment, or from the date when the liability to the COMPANY to pay accrued, which interest shall be accumulated and added to principal quarterly and shall earn interest at the same rate.

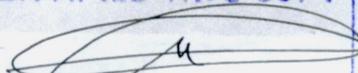
5) **INCONTESTABILITY AND PROOF OF LIABILITY CLAUSE:** - Where the COMPANY has made payment or disbursement as herein above contemplated, in the belief that the COMPANY was obliged to make the same or that it was necessary and expedient to do so, or that the payment was made in order to minimize the extent and amount of liability or to forestall court action against its principal and/or itself, the fact of such payment or disbursement and the amount thereof shall be incontestable and the undersigned unconditionally accept liability therefor. The receipts or other instruments evidencing such payment or disbursement shall be conclusive proof if both the fact of such payment, and the date and amount thereof.

6) **VENUE:** - Any action arising for any purpose by virtue of this indemnity agreement shall be brought before the courts of the City of Makati having competent jurisdiction; any other venue being hereby expressly waived.

7) **SECURITY:** - On demand by the COMPANY, the undersigned jointly and severally shall execute and deliver to the COMPANY any surety and guaranty the COMPANY may require to guarantee compliance with the obligations of the undersigned herein assumed. The expenses for the execution and registration of the corresponding security and guaranty documents shall be exclusively for the account of the undersigned jointly and severally. The undersigned furthermore undertake that while this undertaking of indemnity is in force, no property belonging to the undersigned or either of them shall be disposed of or encumbered without the prior knowledge and consent of the COMPANY and any such disposal or encumbrance shall be deemed as made in fraud of the COMPANY unless sufficient if such property be left unencumbered to respond for the obligations herein contracted.

8) **LIABILITY IN SOLIDUM:** - It shall not be necessary for the COMPANY to bring suit against the principal upon his default, or to exhaust the property of the principal, but the liability hereunder of the undersigned indemnitors shall be joint and several and in solidum with that of the principal and the undersigned indemnitors likewise agree to be bound in solidum not only to the obligations herein secured but also to any renewal, extension, substitution replacement, or novation if this obligation and without the necessity of executing another indemnity agreement for the purpose.

CERTIFIED TRUE COPY


RODOLFO E. SEVERINO
BRANCH MANAGER

Blg. 2022/14-R
(No.) 2022/14-R



Republika ng Pilipinas
Republic of the Philippines
Kagawaran ng Pananalapi
Department of Finance
INSURANCE COMMISSION

ITO AY PATUNAY na ang **STRONGHOLD INSURANCE COMPANY, INC.**

(This is to certify that

NG LUNGSOD NG MAKATI, PILIPINAS

na isang
a

pang **DI-BUHAY**
NON-LIFE

(FIRE, MARINE, CASUALTY & SURETY)

na kompanya ng seguro ay nakatugon sa lahat ng mga kailangang itinakda ng batas
insurance company, has complied with all requirements of law

ng Pilipinas kaugnay sa gayong mga kompanya ng seguro, kung kaya pinagkakalooban
of the Philippines relative to such insurance companies, and it is hereby granted

nitong **KATIBAYAN NG PAGKAMAYKAPANGYARIHAN** upang makipagnegosyo ng
this CERTIFICATE OF AUTHORITY to transact

uri ng seguro na itinakda sa itaas hanggang ikalabingdalawa ng hatinggabi, ng ikatatlumpu't isang
the class of insurance business above set forth until twelve o'clock midnight, on the thirty-first

araw ng Disyembre, taong dalawang libo't dalawampu't apat
day of December 2024

maliban kung agad na bawiin o pigilin ng may makatuwirang dahilan.
unless sooner revoked or suspended for cause.)

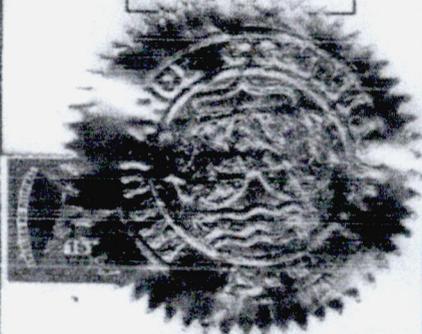
Bilang **KATUNAYAN NITO**, inilagda ko ang aking pangalan
(In WITNESS WHEREOF, I have hereunto subscribed my name

at ikinintal ang Opisyal na Tatak ng aking Tanggapan
and caused my Official Seal to be affixed,

sa Lungsod ng Maynila, Pilipinas. Ito ay may bisa
at the City of Manila, Philippines. This becomes

simula ika-isa ng Enero 2022.
effective on 1 January 2022.)

OR# 0529847 A
Dated October 22, 2021
Pa. 181, AOC-07



DENNIS B. FUNA
Insurance Commissioner

CERTIFIED TRUE COPY

RODOLFO E. SEVERINO
BRANCH MANAGER



STRONGHOLD INSURANCE COMPANY INCORPORATED

3F Room 306 ERC Plaza Building San Pedro 5300 Puerto Princesa City
(Capital) Palawan
VAT Reg TIN: 000-602-270-00024
Telefax No.: (048) 433-49-68

No. 00024 - 0142925

OFFICIAL RECEIPT

Date: April 12, 2023

RECEIVED from M LIONHEART FARMS (PHILIPPINES) CORPORATION

Address By: CARL CHRISTIAN EYDE PENTZ MOLLER

TIN: 486-781-847 Bus. Style FORTY EIGHT THOUSAND FOUR HUNDRED FORTY EIGHT

the sum of Pesos PESOS 865/100 only (P 48,448.65)

in full/payment of <u>G(13)A-BO07-0106138</u>	
Policy / Bond	
Endorsement No.	
Renewal No.	
Amount of Coverage	
from <u>APRIL 12,</u> 20 <u>23</u>	
Insurance in Force	
To <u>APRIL 12,</u> 20 <u>28</u>	P <u>38,350.00</u>
Premium	<u>4,602.00</u>
Documentary Stamps	<u>4,794.00</u>
Fire Service Tax <u>IF</u>	<u>15.00</u>
Others	<u>100.00</u>
VAT Amount	<u>287.65</u>
Total Sales <u>N. fee</u>	P <u>300.00</u>
TOTAL AMOUNT PAYABLE	48,448.65

Paid by:
Cash Check No.
PM/TW No
Note: Replacing Temporary
Receipt No
Dated

STRONGHOLD INSURANCE COMPANY, INC

By:

[Signature]
Authorized Signature

Above Payment(s) are received subject to all conditions stipulated at the back of hereof

100 Bkts (50x4) 0142501-0147500
BIR Authority to Print OCN: 125AU20220000002749
Date Issued: 04/26/2022 Expiry Date: 04/25/2027
K-LINE PRINTING
J.P. Rizal St., Parian, Mexico, Pampanga
NON-VAT Reg. TIN: 143-527-843-000

Printers Accreditation No.
21BMP2018000000014
Date Issued December 12, 2018

THIS OFFICIAL RECEIPT SHALL BE VALID FOR FIVE (5) YEARS FROM THE DATE OF ATP

CERTIFIED TRUE COPY
[Signature]
RODOLFO E. SEVERINO
BRANCH MANAGER



STRONGHOLD INSURANCE COMPANY, INCORPORATED

STATEMENT OF ACCOUNT

Class : Performance Bond 2
PALAWAN BRANCH

Issued Date : April 12, 2023

Principal : LIONHEART FARMS (PHILIPPINES) CORPORATION
Address : BARANGAY PUNTA BAJA, RIZAL (MARCOS), RIZAL, PALAWAN

Obligee : DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES (DENR), PALAWAN April 12, 2023 To April 12, 2026

Bond Number : PPC/G(13)A-BO07-0106138-SICI/
Amount : Ps. 1,915,593.75

Premium (VATable)	38,350.00
Evat	4,602.00
Doc. Stamps	4,794.00
Indemnity Stamps	0.00
LGT	287.65
Acknowledgement/Others	115.00
Notarial Fee	300.00
Total Amount Due	48,448.65

Payment Should Be Made In Favor of STRONGHOLD INSURANCE CO., INC.

If payment is made to our collector or representative demand for a Provisional Receipt, and if our Official Receipt is not received by you within (5) days, please notify us immediately.

NOTE: Should the bond be cancelled or endorsed to a lower value, the principal is still liable to pay the full amount of the documentary stamps as stipulated in the bond prior to cancellation/endorsement.

TIN #
Agent Code : 6007-01
paljeannie104/12/202316:

JEANNE G. DELOS SANTOS
Certified Correct

17th Floor, Security Bank Centre, 6776 Ayala Avenue, Makati City, Philippines • Tel. Nos.: 8891-1329 to 37 • Fax Nos.: 8891-1326; 8891-1640

CERTIFIED TRUE COPY

RONALDO E. SEVERINO
BRANCH MANAGER