



*Handwritten signature and date: 4/12/2021*

Republic of the Philippines  
**Tourism Infrastructure & Enterprise Zone Authority**

5 April 2021

**MR. FERDINAND A. PECSON**

*Executive Director*

**Public-Private Partnership Center**

8th Floor, One Cyberpod Centris,

EDSA cor. Quezon Avenue,

Brgy. Pinyahan, Quezon City 1100

*info@ppp.gov.ph*

**RE: EXCLUSION OF SAMAL ISLAND TOURISM ESTATE PROJECT in the PPPC REPORTORIAL REQUIREMENT**

**Dear Executive Director Pecson:**

We thank you for the conduct of the **Orientation of Implementing Agencies on the Summary of Fiscal Obligations and Risks** for TIEZA. We consider it as an important preparation for the reporting of joint ventures to be undertaken by TIEZA under our own Joint Venture Guidelines.

Relative to this requirement for the submission of PPP Contracts and the Summary of Fiscal Obligations and Risks of PPP Projects, we wish to reiterate our request for clarification on the exclusion of Samal Island Tourism Estate (SITE) Project in those required to be reported to the PPPC.

In our 14 October 2020 letter to Director Jeffrey I. Manalo of the Policy Formulation, Project Evaluation and Monitoring Service of the PPPC, we respectfully requested clarification on TIEZA's compliance to the requirements of Joint Circular Memorandum No. 18-01, primarily due to the fact that lease is outside the modalities contemplated in a public-private partnership and public sector spending on the SITE Project was delivered in full by year 2004 as provided in the Lease Agreement with the San Isidro, Libertad, San Remigio- Comprehensive Agrarian Reform Beneficiaries Multipurpose Cooperative (SLS-CARBMCO).

We have also informed PPPC of the highlights of our agreements with our lessor, SLS-CARBMCO and our lessee, Ekran Berhad Snd for the SITE development:

- TIEZA's predecessor, Philippine Tourism Authority (PTA) signed a Lease Agreement with the SLS-CARBMCO for a period of fifty years from 10 June 1994 to 9 June 2044 over the SITE with an area of 250 hectares.
- TIEZA's funding commitments to the SITE Project were front-loaded and fulfilled by 2004, as provided in TIEZA's existing fifty-year Lease Agreement with the SLS-CARBMCO
- The TIEZA-leased SITE was subleased to Ekran Berhad Snd., a Malaysian company, for a fifty-year period from June 10, 1994 to June 9, 2044.
- The SITE project has not yet been terminated, and both the Lease and Sublease Agreements are still valid.



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TIEZA is currently working to have the conditions of the Sublease Agreement enforced or alternatively, to identify options that would lead to the redevelopment of the area, that would in turn, generate revenue for the government and jobs for the local community.

This matter has been clarified verbally during the Orientation, but for proper documentation, may we respectfully request a written clarification on the exclusion of the SITE Project from the PPP Projects for reporting/ updating to the PPPC. Further, may we also ask for the untagging of the SITE Development as a PPP Project to avoid inclusion in the next period's reportorial requirement.

Attached is the 14 October 2020 letter for your reference. For comments or questions, please get in touch with us through [occoo@tieza.gov.ph](mailto:occoo@tieza.gov.ph).

We once again thank you for your continued assistance in our ongoing selection process for joint venture partners for various TIEZA Assets and Projects, and we look forward to successful undertakings as we persevere to recover and rebuild the Philippine tourism industry.

Sincerely,

**MARK T. LAPID**  
*Chief Operating Officer*





Republic of the Philippines  
**Tourism Infrastructure & Enterprise Zone Authority**

**MEMORANDUM**

**TO :** **ATTY. NINO RUPERTO F. AQUINO**  
*Officer-In-Charge, Legal Department*

**FRANCIS RANDY J. HORTELANO**  
*Manager, Corporate Planning Department*

**FROM :** *Assistant Chief Operating Officer, Assets Management Sector*

**RE :** **SUBMISSION OF SIGNED PPP CONTRACTS, SUMMARY OF FISCAL OBLIGATIONS AND RISKS, AND OTHER PROJECT DOCUMENTS TO PPPC**

**DATE :** **5 April 2021**

**Background:**

On 8 October 2020, TIEZA received a letter dated 25 September 2020 from Director Jeffrey I. Manalo of the Policy Formulation, Project Evaluation and Monitoring Service of the Public-Private Partnership Center (PPPC), and addressed to then Chief Operating Officer, Pocholo J.D. Paragas.

PPPC requested TIEZA to accomplish "Annex A" for the Samal Island Tourism Estate (SITE) Project which shall be used to improve and update the database of PPP project information on public and private sector spending and contingent liabilities arising from PPP projects. This is pursuant to the Department of Budget and Management (DBM) – PPPC Joint Memorandum Circular (JMC) No. 2018-01 on Reporting of PPP Project Spending and Contingent Liabilities.

**Issue:**

It was TIEZA's position that the SITE Project is not part of the reportorial requirements of PPPC covered by JMC NO. 2018-01 primarily due to the facts that lease is outside the modalities contemplated in a public-private partnership and public sector spending on the SITE Project was delivered in full by year 2004 as provided in the Lease Agreement with San Isidro, Libertad, San Remigio- Comprehensive Agrarian Reform Beneficiaries Multipurpose Cooperative (SLS-CARBMCO).

Last 13 October 2020, the Assets Management Sector (AMS) discussed the matter with Mr. Paolo David of PPPC. We learned that the SITE Project was included in the 2002 list when the Coordinating Council for Private Sector Participation (CCPSP), the agency in charge of BOT Projects was converted into the Build-Operate-Transfer (BOT) Center. This is the same list endorsed when the BOT Center was reorganized into the PPPC by virtue



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of President Benigno Aquino's Executive Order No. 8. Mr. David advised AMS that this matter be addressed to Director Manalo.

On 14 October 2020, a letter was prepared for PPPC citing the highlights of TIEZA's agreements with both its lessor, SLS-CARBMCO and its lessee, Ekran Berhad, Snd., and requesting for clarification if TIEZA is still required to comply with the requirements of JMC No. 18-01 considering our position as stated above.

In February this year, the PPP Governing Board issued a letter, signed by both Acting Secretary for Socioeconomic Planning and Chairperson of the PPP Governing Board Karl Kendrick T. Chua and Secretary of Finance and Vice-Chairperson of the PPP Governing Board Carlos G. Dominguez, to Department of Tourism (DOT) Secretary Bernadette Romulo-Puyat, following-up compliance of Implementing Agencies with JMC No. 18-01. This letter was forwarded by the DOT to TIEZA. Again, the SITE Project was stated in the letter: *"Based on the PPP Center's records, your agency implemented the Samal Island Resort Estate Development Project."*

Last 19 March 2021, this matter was raised during the PPPC's conduct of *Orientation of Implementing Agencies on the Summary of Fiscal Obligations and Risks*. Mr. David confirmed that they are already aware that TIEZA no longer has funding commitments for the SITE Project. PPPC verbally advised TIEZA that this may already be excluded in the reportorial requirements to be submitted. But for compliance and in the absence of a written confirmation from PPPC of the exclusion of the SITE Project, we filled-out Annex A.

In order to address this matter permanently, a draft letter to PPPC is hereby attached for the signature of the Chief Operating Officer **seeking a written confirmation on the exclusion of the SITE Project from the reportorial requirements of the PPPC** pursuant to the 14 October 2020 letter and **requesting further that the SITE Project be untagged as a PPP Project**.

**Recommended Action:**

In view of the foregoing, we recommend:

1. Submitting the draft-letter to PPPC for the COO's approval and signature
2. Informing the DOT of our position on the SITE Project
3. Submitting required Annexes which we believe have been filled-out by the Boracay Regulatory Office for the joint venture of Boracay Waters and Sewerage System.

  
JETRO NICOLAS F. LOZADA



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**Tourism Infrastructure & Enterprise Zone Authority**

*RE : SUBMISSION OF SIGNED  
PPP CONTRACTS, SUMMARY OF FISCAL  
OBLIGATIONS AND RISKS, AND OTHER  
PROJECT DOCUMENTS TO PPPC*

**Attachments:**

- 1. 25 September 2020 letter from PPPC to TIEZA**
- 2. 14 October 2020 reply from TIEZA to PPPC**
- 3. February 2021 Letter from PPP Governing Board to DOT**
- 4. Draft Letter to PPPC for COO's approval and signature**





REPUBLIC OF THE PHILIPPINES  
**PUBLIC-PRIVATE PARTNERSHIP  
CENTER**

September 25, 2020

**POCHOLO JOSELITO D. PARAGAS**

Chief Operation Officer

**Tourism Infrastructure and Enterprise Zone Authority**

7/F Floors, Tower 1, Double Dragon Plaza, Double Dragon Meridian Park

Macapagal Avenue corner EDSA Extension, 1302, Bay Area, Pasay City

**Subject: Request for Information pursuant to Department of Budget and Management (DBM) – Public-Private Partnership Center (PPPC) Joint Memorandum Circular (JMC) No. 2018-01 on Reporting of PPP Project Spending and Contingent Liabilities**

Dear Chief Operating Officer Paragas,

Pursuant to the DBM-PPPC JMC No. 2018-01 on Reporting of PPP Project Spending and Contingent Liabilities, we would like to request for the Form A for the Samal Island Resort Estate Development project.

The requested information shall be used to improve and update the database of PPP project information on public and private sector spending and contingent liabilities arising from PPP projects. For your reference, we have also attached a copy of the signed JMC and its templates.

We hope to receive the requested data by **September 30, 2020 (Wednesday)**. Mr. Julian D. Castro of the PPP Center's Project Monitoring Division shall coordinate with your office on this.

Very truly yours,

Digitally signed by  
Manalo Jeffrey Ilagan  
Date: 2020.09.25  
17:47:41 +08'00'

**JEFFREY I. MANALO**

Director, Policy Formulation, Project Evaluation and Monitoring Service

Attached: As stated.



**TOURISM  
INFRASTRUCTURE AND  
ENTERPRISE  
ZONE  
AUTHORITY**

6th & 7th Floors, Tower 1  
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Macapagal Avenue corner  
Edsa Extension Bay Area  
Pasay City 1302

(+632) 510-9901  
brdd.tieza@gmail.com  
www.tieza.gov.ph

14 October 2020

**JEFFREY I. MANALO**

*Director*

Policy Formulation, Project Evaluation and Monitoring Service  
Public-Private Partnership Center,  
8<sup>th</sup> Floor, One Cyberpod Centris, EDSA cor. Quezon Ave.,  
Brgy. Pinyahan, Q.C. 1100

**Subject: Joint Memorandum Circular No. 18-01**

**Dear Director Manalo:**

This is in response to your letter dated 25 September 2020 requesting for updated information on the Samal Island Tourism Estate (SITE) Project pursuant to Joint Memorandum Circular No. 18-01 dated 21 December 2018 between the Public-Private Partnership Center (PPPC) and the Department of Budget and Management. Attached in your letter are Forms A, B, & C for the SITE project which shall form part of your database of project information on Public and Private sector spending and contingent liabilities arising from Public-Private Partnership projects.

On 13 October 2020, TIEZA Project Officer discussed with PPPC Project Evaluation Officer, Mr. Paolo David the nature and circumstances of said SITE Project. In said discussion, Mr. David suggested that we instead write you a clarificatory letter in place of accomplishing abovementioned forms.

As earlier mentioned, we would like to formally inform PPPC of the following:

- A. TIEZA's predecessor, Philippine Tourism Authority (PTA) signed a Lease Agreement with the San Isidro, Libertad, San Remigio- Comprehensive Agrarian Reform Beneficiaries Multipurpose Cooperative (SLS-CARBMCO) for a period of fifty years from 10 June 1994 to 9 June 2044 over the SITE with an area of 250 hectares.**

The Lease Agreement aims to develop Samal and improve the Brunei-Indonesia-Malaysia-Philippines East ASEAN Growth Area (BIMP-EAGA) corridor.

- B. TIEZA's funding commitments to the SITE projects were front-loaded and fulfilled by 2004, as provided in TIEZA's existing fifty-year Lease Agreement with the SLS-CARBMCO, as follows:**

1. The 50-year lease amounting to P47,000,000.00 was paid in full upon signing of the Lease Agreement on June 10, 1994. This includes:
  - a) Settlement of Voluntary Land Transfer P 10,829,130.20
  - b) Financial Assistance for Relocation of Affected Families 1,100,000.00
2. TIEZA's funding commitment to the Samal Island Road Construction Project amounting to P63,297,101.10 was released in full when TIEZA's road project was completed. The road project commenced on January 29, 1997 and was completed on October 14, 2004.
3. The water system built by TIEZA at a cost of P28,264,510.30 was completed on July 30, 1997.



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- C. The TIEZA-leased SITE was subleased to Ekran Berhad Snd., a Malaysian company, for a fifty-year period from June 10, 1994 to June 9, 2044.**

Under the Sublease Agreement and based on a Masterplan, Ekran Berhad Snd. shall finance the development of the SITE into a premiere resort complex with casino, golf course and retirement village.

- D. The SITE project has not yet been terminated, and both the Lease and Sublease Agreements are still valid.**

Ekran Berhad Snd. was able to build Phase 1 of the Masterplan but ceased operations in 2000. TIEZA is currently working to have the conditions of the Sublease Agreement enforced or alternatively, to identify options that would lead to the redevelopment of the area, that would in turn, generate revenue for the government and jobs for the local community.

Several correspondences were sent to Ekran Berhad Snd. to urge it to submit its plans to TIEZA for re-operation. Most recently, the Sublessee requested for an extension of the deadline to submit these.

In view of the above-mentioned information, may we respectfully request clarification if TIEZA is still required to comply with the requirements of Joint Circular Memorandum No. 18-01, primarily due to the facts that lease is outside the modalities contemplated in a public-private partnership and public sector spending on the SITE project was delivered in full by year 2004 as provided in the Lease Agreement with SLS-CARBMCO.

For comments or questions, please get in touch with Ms. Eiya Buan at 0917-818-0461 or through [ocoo@tieza.gov.ph](mailto:ocoo@tieza.gov.ph).

Thank you and we look forward to working together for the country's sustainable tourism.

Sincerely,

  
**POCHOLO D. PARAGAS**  
Chief Operating Officer





REPUBLIC OF THE PHILIPPINES  
PUBLIC-PRIVATE PARTNERSHIP  
CENTER

**SECRETARY BERNADETTE ROMULO-PUYAT**

**Department of Tourism ("DOT")**

The New DOT Building, 351 Sen. Gil Puyat Avenue,  
Makati City

**SUBJECT : Submission of PPP Contracts and Summary  
of Fiscal Obligations and Risks**

**Dear Secretary Romulo-Puyat:**

We are writing in connection with the requirement of the law for Implementing Agencies ("IAs") to submit their respective public-private partnership ("PPP") contracts to the PPP Center, together with a summary of fiscal obligations and risks arising therefrom.

Section 14.1 of the Implementing Rules and Regulations ("IRR") of Republic Act ("RA") No. 6957, or the "Build-Operate-Transfer ('BOT') Law," designates the PPP Center to be responsible for the coordination and monitoring of projects implemented pursuant to the BOT Law. In addition, Section 2 of Executive Order ("EO") No. 8 (s. 2010)<sup>1</sup> mandates the PPP Center to monitor and facilitate the implementation of PPP Programs and Projects. Relative to the PPP Center's mandate, IAs are directed to submit the following:

1. An original copy of the contract within five (5) calendar days after signing by the IA<sup>2</sup>; and
2. Reports on all projects undertaken through PPPs.<sup>3</sup>

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<sup>1</sup> Entitled, "Reorganizing and Renaming the Build-Operate and Transfer (BOT) Center to the Public-Private Partnership (PPP) Center of the Philippines, and Transferring its Attachment from the Department of Trade and Industry to the National Economic and Development Authority, and For Other Purposes."

<sup>2</sup> Section 12.1 of the BOT Law IRR.

<sup>3</sup> Section 10 of EO No. 8 (s. 2010), as amended by EO No. 136 (s. 2013).

Given the foregoing mandate, and coupled with the heightened need to monitor contingent liabilities and other adverse events that may arise from PPP contracts due to the challenging business environment brought about by the Covid-19 pandemic, we request that your agency submit the following to the PPP Center:

1. All PPP contracts that your agency has entered into including any amendment, supplement, or addendum thereto under the BOT Law, NEDA Joint Venture Guidelines, Local PPP Codes, Special Charter of GOCCs, and Supplemental Toll Operations Agreements. Kindly include all annexes of each PPP contract in your submission;
2. An accomplished summary of the fiscal obligations and risks from PPP contracts as well as information necessary for the PPP Center to monitor the implementation of the PPP projects under your agency, the template of which is attached as **ANNEX "A"**; and
3. Officers/ representatives who shall be responsible for the regular updating and transmittal of the attached summary to the PPP Center, as well as other documents required to accurately assess the financial obligations and contingent liabilities arising from PPP projects. Please see **ANNEX "B"** for this list.

Based on the PPP Center's records, your agency implemented the Samal Island Resort Estate Development Project.

If your agency has PPP projects other than the Samal Island Resort Estate Development Project, kindly provide the above-enumerated information on these as well. Please provide these submissions on or before **5 March 2021**.



Atty. Lester Añonuevo of the Project Monitoring Division of the PPP Center will coordinate with your office on this matter. Should you have any clarifications, you may reach him through [projectmonitoring@ppp.gov.ph](mailto:projectmonitoring@ppp.gov.ph).



Thank you.

Very truly yours,

  
  
**KARL KENDRICK T. CHUA**  
Acting Secretary of Socioeconomic  
Planning and Chair,  
PPP Governing Board  
FEB 15 2021

  
  
**CARLOS G. DOMINGUEZ**  
Secretary of Finance and Vice-Chair,  
PPP Governing Board  
FEB 17 2021

**Attachments:**

1. Annex A: Summary of Fiscal Obligations and Risks
2. Annex B: List of Documents to be Submitted to the PPP Center

**Database of Fiscal Exposure in PPP Contracts**

**Instructions:**

1. The database contains the following worksheets:

a. Payments

List of all payments, including amounts and status, that the agency has committed to pay under each PPP contract.

b. Obligations

List of all obligations that the agency is bound to fulfill under each PPP contract, including the status of the obligation, the penalty if the obligation is not fulfilled by the due date, and the actions that had been taken by the agency.

c. Material Adverse Government Action ("MAGA")

List of government actions that could lead to MAGA claims, the potential compensation if a claim is filed, and the claimed compensation if such a claim has been filed.

d. Equity

List of equity contributions of agencies in PPP companies

e. Termination Payments ("TP")

List of all events of default that could trigger TP, including the estimated amount of the TP, the probability of occurrence of the event of default, and the action taken by the agency if the probability of occurrence has reached at least 50%.

2. Accomplish the five worksheets (Payments, Obligations, MAGA, Equity, and TP) and submit the accomplished file to the PPP Center at the end of each quarter.

3. The worksheets shall be filled out with information for each ongoing PPP contract of the agency and shall be signed by the head of agency.

4. You may expand the columns and add rows as necessary to fit the information.

5. Email the completed database to: [projectmonitoring@ppp.gov.ph](mailto:projectmonitoring@ppp.gov.ph)

6. For questions regarding the filling out of the database, the agency may contact the head of the Project Monitoring Division of the PPP Center, Atty. Lester Añonuevo, at [LAAnonuevo@ppp.gov.ph](mailto:LAAnonuevo@ppp.gov.ph).



**Database of payments committed to by the agency**

Date of report:

Name of agency:

Name of project	Name of proponent	Nature of obligation	Relevant sections or annex of the contract	Total amount to be paid as per contract (in PHP million)	Cumulative amount paid (in PHP million)	Amount of overdue payments (in PHP million)	Amount of next payment as per contract (in PHP million)	Due date of next payment

Approved by:

Name and signature of Head of Agency

**Database of liabilities contingent on the agency's failure to fulfill obligations**

Date of report:

Name of agency:

Name of project	Name of proponent	Nature of obligation	Relevant section of the contract	Date the obligation is due	If due date has lapsed, has obligation been fulfilled (yes or no)?	If not yet fulfilled by due date, what is the estimated amount of liability?	If due date has lapsed, what actions has the agency taken?

Approved by:

Name and signature of Head of Agency

## Database of liabilities contingent on MAGA

Date of report:

Name of agency:

Name of project	Name of proponent	Has there been a government action that could be claimed as MAGA?	If there has been a government action that could be claimed as MAGA:				If a MAGA claim has been received:				If no claim has been received, what is the estimate of the cost of the impact? (in PHP million)
			What is the government action?	What could be the impact of the MAGA on the project	Has a MAGA claim been received by the agency?		Date received	Amount claimed (in PHP million)	Relevant section(s) of the contract	Actions that have been taken by the agency	

Approved by:

Name and signature of Head of Agency

**Database of equity contributions**

Date of report:

Name of agency:

Name of project	Name of proponent	Name of project company	Cash contribution (in PHP million)	How much of the cash contribution has been paid? (in PHP million)	Non-cash assets contributed		Total equity (in PHP million)
					Description of the assets	Declared value (in PHP million)	

Approved by:

Name and signature of Head of Agency



### Database of payments if a contract is terminated

Date of report:

Name of agency:

Name of project	Name of proponent	Events of default under the contract	Relevant section(s) of the contract	Probability of occurrence of event of default under prevailing circumstances (%)	If the probability of occurrence of event of default is greater than 50%, what actions has the agency taken?	What is the estimate of the payment if the contract is terminated? (in PHP million)

Approved by:

Name and signature of Head of Agency

## **ANNEX "B"**

**SAMPLE ONLY; AS APPLICABLE**

### **ABC Project (Implementing Agency: DOT)**

**A. DOT Designated Point Person:** ( \_\_\_\_\_ )

**B. Modality:** (BOT Variant/ Joint Venture/ Supplemental Toll Agreement)

**C. Project Cost:** (PHP \_\_\_\_\_ )

**D. Project Documents Submitted:**

- Concession Agreement/ Amendment/ Supplement/ Addendum;
- Certificates/ Permits/ MPSS/ Parcellary Plans; and
- PBAC Bid Documents and Awards.

**E. Contingent Liabilities (under the contract):** (PHP \_\_\_\_\_ )

- Breakdown of Contingent Liabilities (Termination Pay/ Revenue Guarantees/ Reimbursement of Development Costs);
- Citation of the Relevant Contract Provisions;
- Computation of how Contingent Liabilities are computed by the Implementing Agency;
- Indemnity Agreements;
- Letters of Undertaking;
- Insurance Policies;
- Disclosure and waivers;
- Proof of reasonable action to prevent or mitigate liabilities;
- Any Grantor claims;
- Any Concessionaire claims;
- Arbitration-related documents;
- Shortlist of entities for nomination in case of lenders' takeover; and
- Confirmation of engagement of independent consultant and payment of proponent's share.

**F. Project Status: (On Time/ Ahead of Implementation Schedule/ Delayed)**

- Accomplished Milestones, Status Reports, Certificates of Financial Close, Certificates of Acceptance, and if construction is delayed or operations are impaired, provide details on the cause and remedial works; (ex. Failure to deliver by concessionaire - Concessionaire alleges that 100% right-of-way has to be delivered prior to construction of the Project);
- Variations/ Deviations from the Feasibility Study and Detailed Engineering Design;
- Asset Condition Reports;
- Project maps/plans;
- Service standards;
- Parcellary plans;
- Reports/Studies respecting environmental risks;
- Checklist and status update on all required permits, licenses, clearances, certifications, and/or registrations;
- Quality Assurance Review of construction and/or service;
- Review of contractors and sub-contractors;
- Proof of required maintenance work;
- Trainings conducted in relation to the project;
- Agreements with customers and suppliers, lease agreements, and other agreements usually used in its business transactions;
- Certificate of Completion; and
- Whether the concessionaire is in breach of its obligations under the contract, as evaluated by the Implementing Agency.

**G. Concessionaire Documents for Regular Submission:**

- Articles of Incorporation (and all amendments);
- By Laws (and all amendments);
- General Information Sheet (and all amendments);
- Certification that proponent is at least 60% Filipino-owned;
- Corporate governance reports;
- Shareholders', Investors' and other similar Agreements;
- Joint and Several Liability Agreement;

- All Loan Covenants/Agreements, Pledges, Drawdown Schedule, Certified Billings and other similar documents;
- Voting Trust Agreements, Declarations of Trust, and other similar agreements; and
- Confirmation of financial requirements, such as set aside deposits, bonds, contingency funds.

**H. Recalibrated Financial Models, based on:**

- Annual and other periodic reports;
- Quarterly Investor Reports;
- Unaudited Financial Statements (at end of calendar year);
- COA-audited Financial Statements;
- Traffic Flow and Farebox Revenue with Receipts;
- Cost breakdown for CAPEX, OPEX, Financing Costs with Receipts;
- Bank documents and records;
- Monthly reports required for Milestone/MPSS/KPI tracking;
- Certification/audit of usable assets;
- Receipts for Payment of Revenue Share and other amounts to the Government; and
- Receipts for lease payments and Availability Payments from the Government.

**I. Other Documents:**

- Minutes of Meetings;
- Board Resolutions;
- Interoperability Studies or site maps, with adjacent IA projects and other infrastructure projects; and
- Risk Reports (respecting risks such as, but not limited to, financial capability, technical capability, legal capability, financing, corporate governance, consumer complaints, environmental, design and technical, construction completion, operational, interconnectivity/interoperability, demand, variation, regulatory, changes in law, material adverse government action, force majeure, default, termination, transition, and litigation).