



MEMORANDUM OF UNDERSTANDING

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Understanding (MOU) is made and entered into this 2nd day of June, 2026, in Davao, Philippines, by and among:

THE DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES - REGION XII - SOCCSKSARGEN (DENR-XII), a government agency of the Republic of the Philippines, with regional office address at DENR-Environmental Management Bureau XII Regional Government Center, Barangay Carpenter Hill, City of Koronadal, 9506 Philippines, represented herein by its Regional Executive Director, **Atty. Felix S. Alicer, Regional Executive Director (RED)**, hereinafter referred to as "DENR-XII";

- and -

NOVATERRA MATERIALS LTD. (NTM), a Canadian advanced materials company and Project Developer, with principal address at 1276 Maple Crossing Blvd, Suite 314, Burlington, Ontario, Canada, L7S 2J9, represented herein by its President, **Mark Michael Laurel Casiano**, hereinafter referred to as "NTM";

- and -

INDIGENOUS PEOPLES ECONOMIC ENTERPRISES INC. (IPEEI), an Indigenous representative organization, with Securities and Exchange Commission (SEC) Registration No. CN 201129374, with office address in General Santos City, represented herein by its Chairman President of IPEEI / Tribal Advisor, **Eliezer Igid Tanedo**, hereinafter referred to as "IPEEI";

(Collectively referred to as the "Parties")

WITNESSETH: THAT

WHEREAS, the Parties recognize the symbiotic relationship and shared environmental goals within Region XII, prioritizing the sustainable management of natural resources, the empowerment of Indigenous Cultural Communities, and the mitigation of climate change impacts;

WHEREAS, NTM and IPEEI have established a partnership to co-develop the **Mindanao-Ontario Green Materials Corridor (MOGMC)**, a Public-Private-Community Partnership (PPCP) aiming to place an initial Phase 1 Area of Interest (AOI) encompassing approximately **Two Hundred Fourteen Thousand (214,000) hectares** of land, plateaus, creeks, lakes, and springs situated across the Municipalities of Senator Ninoy Aquino,



Palimbang (Sultan Kudarat), and Lake Sebu (South Cotabato) under formal carbon stewardship, with structured options to extend up to Five Hundred Thousand (500,000) hectares of regional ancestral lands in subsequent expansion phases;

WHEREAS, the MOGMC initiative seeks to establish a "Sovereign-First" domestic carbon accreditation model to create a high-integrity supply chain of Abaca and Giant Bamboo through extensive afforestation, reforestation and revegetation, which will support advanced biopolymer manufacturing to replace petroleum-based materials in the North American market;

WHEREAS, the project also includes plans for the revegetation and land rehabilitation of an initial 500 hectares of land with bamboo seedlings within the Area of Interest (AOI). This pilot is designed to expand into a major initiative of the MOGMC, generating significant social and environmental benefits such as enhanced carbon sequestration, soil stabilization, the creation of local economic opportunities, equitable jobs, and specialized training for community-led stewardship.

WHEREAS, the MOGMC project aligns with the national government's mandate under the Philippine Emission Net Carbon Accounting System (PENCAS) and integrates the Department of Science and Technology (DOST-ITDI) for R&D scaling, as well as the National Commission on Indigenous Peoples (NCIP) for strict Social Accountability and Free and Prior Informed Consent (FPIC) oversight;

WHEREAS, NTM and IPEEI require technical assistance and foundational geospatial data from the DENR to unify existing land titles and preliminary maps, ensuring high geospatial integrity for domestic accreditation and international ESG due diligence;

NOW, THEREFORE, for and in consideration of the foregoing premises, the Parties hereby agree to the following framework of cooperation:

ARTICLE I: PURPOSE AND OBJECTIVES

The purpose of this MOU is to establish a cooperative framework among DENR-XII, NTM, and IPEEI to evaluate, formulate, and support the preliminary development of the MOGMC Project as a National Strategic Pilot for Domestic Carbon Accreditation in Region XII.

ARTICLE II: ROLES AND RESPONSIBILITIES

1. DENR-XII shall endeavor to:

- a. Provide technical guidance on the regulatory pathways for domestic carbon accreditation and forestry compliance.
- b. Facilitate the exchange of public-domain geospatial datasets, historical forestry baselines, and certified GPS Polygon maps pertaining to the initial 214,000-hectare Phase 1 project footprint to assist NTM and IPEEI in cross-referencing and consolidating



fragmented baseline data.

- c. Designate a technical focal point within the regional office or the Natural Resources Development Corp. (NRDC) to coordinate preliminary evaluations of the MOGMC pilot.

2. NTM shall:

- a. Serve as the Project Developer and lead Financing Partner, mobilizing resources for the preliminary assessment, mapping, and project design phases.
- b. Lead the technology commercialization efforts, including the ongoing R&D graduation to TRL-8 with DOST-ITDI and the pursuit of Canadian institutional grants (e.g., NGen) to scale global off-take demand.
- c. Ensure all project designs adhere strictly to international ESG standards and the requirements of the Philippine domestic carbon registry.

3. IPEEI shall:

- a. Provide the initial 214,000 hectares of Ancestral Domain across the designated municipalities of Sultan Kudarat and South Cotabato as the primary operational landscape for the Afforestation, Reforestation, and Revegetation (ARR) components of the project, driven by the systematic planting and cultivation of Giant Bamboo seedlings and Abaca crops, subject to dynamic land expansion provisions up to 500,000 hectares.
- b. Continue leading the ongoing Free and Prior Informed Consent (FPIC) documentation process in strict coordination with the NCIP, ensuring full community alignment and social accountability.
- c. Manage community-level deployment, local stakeholder engagement, and the protection of the domain from traditional extraction activities.

ARTICLE III: DATA SHARING AND CONFIDENTIALITY

The Parties agree that any proprietary data, unverified carbon models, and sensitive ancestral domain maps shared during this preliminary phase shall be treated with strict confidentiality. Such information shall be used solely for the technical evaluation of the MOGMC project and shall not be disclosed to third parties without the prior written consent of the originating Party.

ARTICLE IV: NON-BINDING NATURE

This MOU is a statement of mutual intent and does not constitute a legally binding or financially enforceable commitment on the part of DENR-XII, NTM, or IPEEI. Any binding obligations, financial commitments, or formal permits required for project execution shall be subject to separate, definitive agreements and the strict adherence to statutory Philippine laws, including the issuance of the NCIP Certification Precondition.

ARTICLE V: EFFECTIVITY AND AMENDMENT



This MOU shall take effect upon the date of its signing and shall remain in effect for a period of one (1) year, unless earlier terminated by any Party upon thirty (30) days written notice. It may be amended or extended by the mutual written consent of all Parties.

SIGNATURES

IN WITNESS WHEREOF, the Parties have hereunto affixed their signatures on the date and at the place first above written.

NOVATERRA MATERIALS LTD.

By: **MARK MICHAEL LAUREL CASIANO** _____
President & Co-Founder

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES REGION XII

By: **Atty. Felix S. Alicer** _____
Regional Executive Director

INDIGENOUS PEOPLES ECONOMIC ENTERPRISES INC.

By: **Eliezer Igid Tanedo** _____
Chairman President of IPEEI / Tribal Advisor

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

CITY OF _____) S.S.

BEFORE ME, a Notary Public, personally appeared the above-named persons, known to me to be the same persons who executed the foregoing Memorandum of Understanding and they acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND SEAL.

NOTARY PUBLIC

Doc. No. ____; Page No. ____; Book No. ____; Series of 20__.