

LOG/LUMBER/FLITCHES SUPPLY CONTRACT

KNOW ALL MEN BY THESE PRESENTS:



This contract is made and entered into by and between JUNE BOX FACTORY & LUMBER ENTERPRISES/SIMON PETER B. MONTEMAYOR of legal age, Filipino, Married and a resident of PUROK 13 PAPAYA, BRGY. SAN VICENTE, BUTUAN CITY AGUSAN DEL NORTE, Philippines, hereinafter known and referred to as the **SUPPLIER**.

and

RJ'S LUMBER DEALER, a firm duly organized and existing by virtue of the laws of the Republic of the Philippines represented by NEMSON B. BINONGO, with postal address at Barangay Malinao, General Luna, Surigao del Norte, Philippines herein referred to as the **BUYER**.

-WITNESSETH-

WHEREAS, the **SUPPLIER** is a holder of Wood Processing Plant Permit (WPP) duly registered by the DENR with WPP No. RXIII- 05-2022 located in San Vicente, Butuan City issued by the Department of Environment and Natural Resources (DENR) on April 1, 2022 and has the capacity to supply as indicated below, to wit:

Inventoried Volume (cu.m.)	Previous Commitments (cu.m.)	Available Balance (cu.m.)
1,392.48 cum.	130cum.	1,262.47cum.
TOTAL		1,262.47cum

WHEREAS, the **BUYER** will be engaging in the operation of Lumber Dealing and has not violated pertinent DENR laws, rules and regulations.

WHEREAS, the **SUPPLIER** is willing to sell and supply flitches/chainsaw-cut lumber with total volume of 15,000 Bdft. of Planted Species (Gmelina 5,000 bdft. Mahogany 4,000 Bdft, Mangium 5,000 Bdft. & Falcata 1,000 Bdft.) as may be required or necessary for the latter's Lumber Dealer business and the **BUYER** is willing to purchase from the supplier such available volume.

NOW, THEREFORE, for and in consideration of the premises mentioned hereinabove, the parties here agree to enter into this **LUMBER/FLITCHES SUPPLY CONTRACT** where the supplier shall sell and deliver to the **BUYER** logs/flitches/chainsaw-cut lumber from its approved PTPR under the following terms and conditions.

- That the deliveries of logs/flitches/chainsaw-cut lumber under this contract shall be covered by the necessary supporting documents from the DENR and other Government agencies certifying as to the legality of the source;

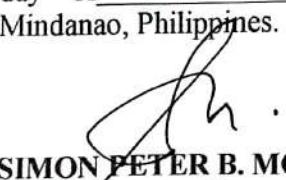


2. That the quality of logs/flitches/chainsaw-cut lumber to be supplied shall be scaled by the SUPPLIER at the area for the determination of final grading as basis for the pricing and same shall be graded and rescaled by the BUYER upon delivery;
3. The SUPPLIER shall not be held liable and/or responsible for any omission and/or delay in the performance of its obligation under this contract caused by or arising from FORCE MAJEURE or ACTS OF GOD and other fortuitous events.

THAT both parties further agreed that:

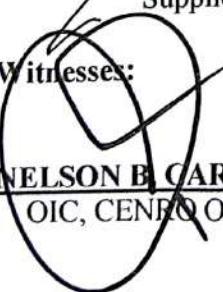
1. The approving officer shall be free from any liability, criminal and/or otherwise in the event of breach of contract between the two (2) contracting parties;
2. The DENR shall not be made a party of any breach arising from non-performance of the obligations stipulated in the contract by any of the contracting parties.
3. Any proven violations against pertinent DENR laws, rules and regulations committed by either of the contracting parties shall be sufficient cause for the cancellation of this contract.
4. This agreement shall be subject to other pertinent DENR laws, rules and regulations governing that matter.
5. The validity of this agreement shall be **one (1) year** effective immediately upon its approval by the DENR and automatically deemed earlier terminated when the volume contracted are exhausted, whichever comes first. It is being understood that either party may withdraw from it and declare it cancelled and of no effect within thirty (30) days written notice on the other party and that the DENR Region 13 shall also be notified.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this day of _____, 2025 at _____, Mindanao, Philippines.


SIMON PETER B. MONTEMAYOR
 Supplier


NEMSON D. BINONGO
 Buyer

Witnesses:


NELSON B. CARANZO
 OIC, CENRO Officer


ADELAIDA R. BORJA
 PENR Officer

Approved by:


MARITESS M. UCAMPO
 OIC, REGIONAL EXECUTIVE DIRECTOR



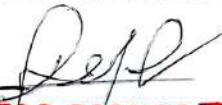
Republic of the Philippines)
 Province of _____ : S.S
 Municipality/City of BUTUAN CITY)

BEFORE ME, at the BUTUAN CITY, Philippines this _____ day of APR 14 2025, 2025 personally appeared SIMON PETER B. MONTEMAYOR with Community Tax Certificate No. _____ issued on _____ at BUTUAN CITY and NEMSON D. BINONGO with Community Tax Certificate No. _____ issued on _____ at General Luna, Surigao Del Norte both known to me that the same is their free and voluntary deed.

This instrument consists of _____ pages including this page wherein acknowledgment is written and has been signed by the parties and their instruments witness.

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

Doc No. 250
 Page No. 70
 Book No. 6
 Series of 225


ATTY. ERNISTO D. ROSALES
 NOTARY PUBLIC
 UNTIL DECEMBER 31, 2026
 PTR No. 2761970(01/28/2025)
 MLE No. VIII (10/16/2024)
 IBP No. 520320(01/27/2025)
 ROLL No. 23145/ TIN No. 930-722-989-000
 SERIAL No. 03-11-2025



LUMBER SUPPLY CONTRACT



KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered into by and between MARIALIZA T. CUSTODIO authorized representative of Mr. Edoy S. Mabido, of legal age, Filipino, Married and a resident of Brgy. Bunga, Lanuza, Surigao del Sur, Philippines, hereinafter known and referred to as the **SUPPLIER**.

and

RJ'S LUMBER DEALER, a firm duly organized and existing by virtue of the laws of the Republic of the Philippines represented by NEMSON D. BINONGO, with postal address at Brgy. Malinao, Gen. Luna, Surigao del Norte, Philippines herein referred to as the **BUYER**.

WITNESSETH

WHEREAS, the **SUPPLIER** is a holder of Private Land Timber Permit (PLTP) No. RXIII-03-2025 issued by the Department of Environment and Natural Resources-Regional Office 13 with a total harvestable volume of 597.919 cubic meters located in Brgy. Pakwan, Lanuza, Surigao del Sur, and that as a permittee, has not committed any violation against DENR laws, rules, and regulations and has the capacity to supply as indicated below:

Allowable Volume (cu.m.)	Previous Commitments (cu.m.)	Available Balance (cu.m.)
Phil. Mahogany	316.54	N/A
Manggachapui Group	2.14	N/A
Apitong Group	9.48	N/A
Nato Group	8.55	N/A
F/C Hardwood	158.11	N/A
Premium Species	9.78	N/A
Lesser Used Species	56.04	N/A
Pulp and Matchwood Species	37.29	N/A
TOTAL	597.919	N/A
		597.919

WHEREAS, the **BUYER** is a Lumber Dealer with Certificate of Registration as Lumber Dealer No. LD-R13-SDN-16-05222025 duly issued by the DENR Caraga on May 22, 2024 to expire on May 22, 2025 and has not violated pertinent DENR laws, rules and regulations.

WHEREAS, the **SUPPLIER** is willing to sell and supply chainsaw-cut lumber with total volume of 100.0 cubic meters/33,920.0 board feet: 50.0 cubic meters/16,960.0 board feet of Philippine Mahogany Group (Almon – 10.0 cu.m./3,392.0 bd.ft., Bagtikan – 0.6 cu.m./203.52 bd.ft., Mayapis – 13.0 cu.m./4,409.60 bd.ft., Red Lauan – 14.40 cu.m./4,884.48 bd.ft., Tanguile – 2.0 cu.m./678.40 bd.ft., White Lauan – 10.0 cu.m./3,392.0 bd.ft.); and 50.0 cubic meters/16,960.0 board feet F/C Hardwood (Antipolo – 0.60 cu.m./203.52 bd.ft., Bitanghol – 1.0 cu.m./339.20 bd.ft., Kalingag – 0.15 cu.m./50.88 bd.ft., Katmon – 0.30 cu.m./101.76 bd.ft., Loktob – 0.10 cu.m./33.92 bd.ft., Makaasim – 0.70 cu.m./237.44 bd.ft., Toog – 46.15 cu.m./15,654.08 bd.ft., Ulayan – 1.0 cu.m./339.20 bd.ft.) as may be required or necessary for the latter's Lumber Dealer business and the **BUYER** is willing to purchase from the supplier such available volume.

NOW, THEREFORE, for and in consideration of the premises mentioned hereinabove, the parties here agree to enter into this **LUMBER SUPPLY CONTRACT** where the supplier shall sell and deliver to the **BUYER** chainsaw-cut lumber from its approved PLTP under the following terms and conditions.

- That the deliveries of chainsaw-cut lumber under this contract shall be covered by the necessary supporting documents from the DENR and other Government agencies certifying as to the legality of the source;
- That the deliveries of logs derived from the cutting area shall be in an Open Cargo/Truck and shall be displayed visibly with a tarpaulin/sign board on the front and back of the conveyance indicating the name of the permittee, PLTP Number, date issued and expiry and other important information;

3. That the quality of chainsaw-cut lumber to be supplied shall be scaled by the SUPPLIER at the area for the determination of final grading as basis for the pricing and same shall be graded and rescaled by the BUYER upon delivery;
 4. The SUPPLIER shall not be held liable and/or responsible for any omission and/or delay in the performance of its obligation under this contract caused by or arising from FORCE MAJEURE or ACTS OF GOD and other fortuitous events.
- THAT both parties further agreed that:

1. The approving officer shall be free from any liability, criminal and/or otherwise in the event of breach of contract between the two (2) contracting parties;
2. The DENR shall not be made a party of any breach arising from non-performance of the obligations stipulated in the contract by any of the contracting parties.
3. Any proven violations against pertinent DENR laws, rules and regulations committed by either of the contracting parties shall be sufficient cause for the cancellation of this contract.
4. This agreement shall be subject to other pertinent DENR laws, rules and regulations governing that matter.
5. The validity of this agreement shall be co-terminus with the Supplier's PLTP, effective immediately upon its approval by the DENR and automatically deemed earlier terminated when the volume contracted are exhausted, whichever comes first. It is being understood that either party may withdraw from it and declare it cancelled and of no effect within thirty (30) days written notice on the other party and that the DENR Region 13 shall also be notified.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures this day of 11 FEB 2025, 2025 at _____, Mindanao, Philippines.

EDOY MABIDO

Rep. by:

MARIALIZA CUSTODIO

PLTP Holder/Supplier

NEMSION D. BINONGO

Buyer

Witnesses:

GAY P. RESULLAR
OIC, CENR Officer

ADELFO R. MENGAS, JR.
OIC, PENR Officer

MARITESE M. OCAMPO
OIC, REGIONAL EXECUTIVE DIRECTOR



Republic of the Philippines)
 Province of Surigao del Sur) S.S
 Municipality/City of CANTILAN)

BEFORE ME, at the Cantilan, Surigao del Sur, Philippines this 11 FEB 2025 day of February, 2025 personally appeared Marializa Custodio with Community Tax Certificate No. 10785940 issued on January 8, 2025 at Bunga, Lanuza, Surigao del Sur and Nemson D. Binongo with Community Tax Certificate No. 28436327 issued on January 9, 2025 at Brgy. Malinao, Gen. Luna, Surigao del Norte both known to me that the same is their free and voluntary deed.

This instrument consists of _____ pages including this page wherein acknowledgment is written and has been signed by the parties and their instruments witness.

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

Doc No. 106
 Page No. 22
 Book No. VIII
 Series of 2025


ATTY. ELVIRA V. PAQUERA-CUATERO
 Notary Public/Attorney-at-law
 For the Province of Surigao del Sur
 Notarial Commission No. SDB-CTN-01-3034
 Until Dec 31, 2025
 Attorney's Roll No. 83168-5/2022
 IDP No. 369991, Surigao del Sur
 PTR No. 0778681, Tandag City, SDS
 NCLB Compliance No. VIII-0008886/4-84-8028

