

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;

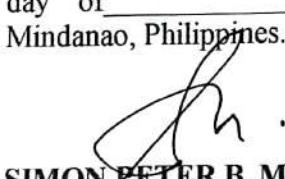


2. That the quality of logs/flitches/chainsaw-cut lumber to be supplied shall be scaled by the SUPPLIER at the area for the determination of final grading as basis for the pricing and same shall be graded and rescaled by the BUYER upon delivery;
3. The SUPPLIER shall not be held liable and/or responsible 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.

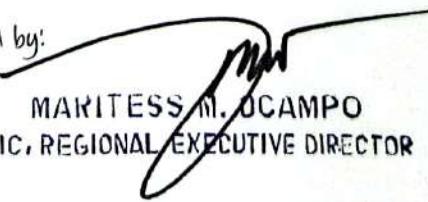

SIMON PETER B. MONTEMAYOR
 Supplier


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



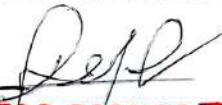
Republic of the Philippines)
 Province of _____ : S.S
 Municipality/City of BUTUAN CITY)

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.

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 Book No. 6
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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





Department of Environment and Natural Resources
Caraga Region



WOOD PROCESSING PLANT
(MINI-SAWMILL)
No. RXIII- 05 - 2022

Pursuant to Presidential Decree No. 705 as amended, Republic Act No. 460 of 1950 and other existing laws and regulations, a Wood Processing Plant Permit is hereby issued to:

JUNE BOX FACTORY AND LUMBER ENTERPRISES (JBFLE)

an entity of the Philippines with office/permanent address in Barangay San Vicente, Butuan City, Agusan del Norte, to operate a Wood Processing Plant (Mini-sawmill) located in Barangay San Vicente, Butuan City, Agusan del Norte, having a Daily Rated Capacity (DRC) of approximately 4,716 cubic meters (m^3) per 8-hour shift of operation.

The permittee has log supply contracts for a period of five (5) years with:

Suppliers	Contracted Volume (m^3)
1) Datu Ronald L. Manhumosay, authorized representative of CADT-118 with approved ADSDPP	10,000.0
2) Jimmy Pagaura	825.16
TOTAL	10,825.16

which volume is considered adequate to supply the wood requirements of the mill and this permit.

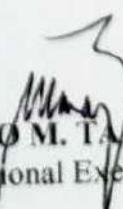
This permit is subject to the provisions of Presidential Decree No. 705 as amended by Executive Order No. 277 and other applicable laws, including the rules and regulations promulgated thereon, and subject to the Terms and Conditions enumerated in the succeeding pages (marked as Annex A), and such other additional regulations which may hereinafter be prescribed.

This permit is effective on the date of issue and expires on April 01, 2027.

Issued on April 01, 2022 at Butuan City, Philippines.

Approved:




NONITO M. TAMAYO, CESO III
Regional Executive Director

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.

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 Book No. VIII
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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



SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

THAT I, **EDOY S. MABIDO**, Filipino, of legal age, married, with residence and postal address at Brgy. Pakwan, Lanuza, Surigao del Sur do hereby NAME, CONSTITUTE, and APPOINT, **MARIALIZA T. CUSTODIO**, Filipino, of legal age, married and a resident and with postal address at Brgy. Pakwan, Lanuza, Surigao del Sur, to be my lawful attorney, for me and in my name, place and stead to:

1. To apply process PRIVATE LAND TIMBER PERMIT with the Department of Environment and Natural Resources- Cantilan, Surigao del Sur, PENRO-Tandag City, Surigao del Sur, Department of Environment and Natural Resources – Caraga Regional Office, Butuan City, and other government offices as deemed necessary involving TWO (2) parcels of land registered under the my name: EDOY S. MABIDO more particularly described as:

Lot No. 6 GSS-13-000152-D covered by Katibayan ng Orihinal na Titulo Big No. CARP2015001810 located at Brgy. Pakwan, Lanuza, Surigao del Sur, Philippines, with an area of THIRTY THREE THOUSAND TWO HUNDRED EIGHTY SEVEN (33,287) SQUARE METERS more or less;

Lot No. 7; GSS-13-000152-D covered by Katibayan ng Orihinal na Titulo Big CARP2015001809 located at Brgy. Pakwan, Lanuza, Surigao del Sur, Philippines, with an area of THIRTY THREE THOUSAND TWO HUNDRED EIGHTY SEVEN (33,287) SQUARE METERS more or less.

2. To request, claim/get, the Certified True Copies of the abovementioned parcels of land registered under my name with the REGISTRY OF DEEDS FOR SURIGAO DEL SUR, Tandag City, Surigao del Sur.
3. To represent, execute, pay the fees required, sign any and all document(s) and paper (s) as well as claim/receive for and in my behalf said document(s) from the concerned agencies or offices in the Philippines, as well as to do any and all acts in order to accomplish the aforestated acts and deeds;
4. To pay any and all unpaid or accrued property taxes including documentary stamp taxes necessary to effect the transactions mentioned above.

HEREBY GIVING AND GRANTING unto my said Attorney-in-Fact (**MARIALIZA T. CUSTODIO**) full powers and authority to do and perform all and every act whatsoever requisite or necessary to be done about the premises and to carry into effect the foregoing authority as fully to all intents and purposes as we might or could lawfully done if personally present with full power of substitution and revocation and hereby ratifying and confirming all that my said Attorney-in-Fact do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, I have hereunto set my hands this 01 JUL 2024, 2024 at Madrid, Surigao del Sur.



EDOY S. MABIDO

National ID No. 6148-2609-3697-0537

Principal/Grantor



MARIALIZA T. CUSTODIO

Attorney-in-Fact/Grantee

Signed in the Presence of:

RD


Jeanne V. Malido

ACKNOWLEDGEMENT

BEFORE ME, this 01 JUL 2024, 2024 at Madrid, Surigao del Sur, personally appeared above named person with his National ID Number Indicated in his name to me known and known to me to be the same person who executed the foregoing instrument and he acknowledged to me that the same is he and voluntary act. **WITNESS MY HAND** with my notarial seal on the date and place first above written.



ATTY. AVELINO U. FALCON

Notary Public

MY COMMISSION EXPIRES ON 12-31-24

MADRID, SURIGAO DEL SUR

MCLE NO. VI-0008442 ROLL NO. 30508

PTR NO. 1023326 DATE: 01-11-24

IBP NO. 424405 DATE: 01-17-24

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