

Republic of the Philippines
Province of Agusan del Sur

**AFFIDAVIT OF OWNERSHIP
(Lumberyard for Wholesale and Retail of Lumber)**

I, RAMEL N. VILLAROSA, of legal age, married, Filipino, and a resident of Brgy. Magugpo West, Tagum City, after having been duly sworn in accordance with law, hereby depose and state:

That I am the sole proprietor of a wholesale and retail of lumber business operating under the registered business name RNVS Lumber Trading, with principal address at Purok 4, Barangay Awa, Prosperidad, Agusan del Sur;

That the said business is engaged in the sale and distribution of lumber and related construction materials to the general public;

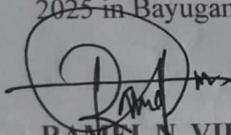
The lumberyard used in the operation of RNVS Lumber Trading was under a lease contract with Miss Jocelyn D. Duran, located in Purok 4, Barangay Awa, Prosperidad, Agusan del Sur with a total area of 700.0 square meter;

That since the date of lease, I have been in actual, peaceful, and continuous possession, and management of the said lumberyard in support of my business operations;

That both the business and the lumberyard are duly compliant with government regulations, and have been registered with the Department of Trade and Industry (DTI) and the Local Government Unit (LGU) of Bayugan City, Agusan del Sur;

That I am executing this Affidavit to formally declare and affirm my lawful possession of the lumberyard used in my retail lumber business, and for whatever legal purpose this may serve.

IN WITNESS WHEREOF, I have hereunto affixed my signature this 07 day of OCT, 2025 in Bayugan City, Agusan del Sur, Philippines.


RAMEL N. VILLAROSA
Affiant/Proponent

07 OCT 2025

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2025 at Bayugan City, Agusan del Sur, Philippines. Affiant exhibited to me his valid identification document as per details below his name.

Doc. No. 164;

Page No. 33;

Book No. 703;

Series of 2025.

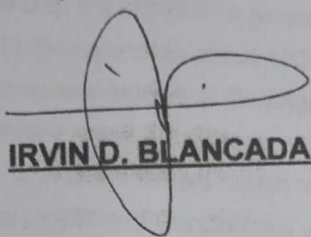

ATTY. FERDINAND E. BARILL
NOTARY PUBLIC
UNTIL DECEMBER 31, 2025
PTR NO. 136251-J/11-15-24/DORS
CP O.R. NO. 477302/11-15-24/IBP NATIONAL OFFICE
TIN: 105-545-115
MCLE NO. VII-0030114 ON 5-30-2023
ROLL NO. 32479

AUTHORIZATION

I hereby authorize the bearer, **MR. RAMEL N. VILLAROSA**, of legal age, Filipino to use my rented lot for his business for lumber buying or any other legitimate business operations as long as he will secure the necessary permits from Department of Environment and Natural Resources (DENR), Local Government Units (LGUs) and other government agencies concerned.

Further, he will shoulder all the necessary taxes and other expenses as required by the government.

Given this 1st day of July 2024 at Prosperidad, Agusan del Sur.



IRVIN D. BLANCADA

CONTRACT OF LEASE

KNOW ALL MEN BY THESE PRESENTS:

This **CONTRACT OF LEASE** made and executed this 10th day of June, 2024 by and between:

I, **JOCELYN D. DURAN**, of legal age, Filipino citizen, widow, and presently residing at Purok-4, Poblacion, Prosperidad, Agusan del Sur, Philippines, hereinafter called the **FIRST PARTY**;

-and-

I, **IRVIN D. BLANCADA**, likewise of legal age, Filipino citizen, married, and a resident of Villa Cacacho, Mankilam, Tagum City, Philippines, hereinafter referred to as the **SECOND PARTY**;

WITNESSETH:

1. That the LESSOR hereby leases and lets unto the LESSEE, a parcel of Agricultural land otherwise known as Lot No. 100-A, PSD-13-010411 (being portion of Lot 100 & 101, GSS-1000) having an area of SEVEN HUNDRED (700) square meters located at Barangay Awa, Prosperidad, Agusan del Sur, Philippines, and the LESSEE hereby accepts the lease of portion of the entire premises with approximately SEVEN HUNDRED (700) square meters herein referred to for BUSINESS USE ONLY, subject to the terms and conditions provided of this Contract of Lease;
2. That the lifetime of this Contract shall be for a definite period of fifteen (15) years, commencing from August 10, 2024 to August 10, 2039. This Contract may be renewed by the LESSEE provided that at least sixty (60) days before the expiration of the period herein stipulated, both parties shall agree with respect to the period, rental and other conditions of the new Contract;
3. That the monthly rental during the effectivity of this Contract shall be Five Thousand Pesos (Php5,000.00) and will increase 5% every two (2) years;
4. That the monthly rental shall be payable in cash every first day of the month;
5. That upon signing of this Contract, the LESSEE shall pay the LESSOR One Month Advance and One Month Deposit in a total of amount of Ten Thousand (Php10,000.00) Pesos;
6. That the LESSEE hereby acknowledges that the premises leased are in good and usable condition for the purpose for which the same has been leased;
7. That during the term of this lease, the LESSEE shall pay for the expenses for utilities, incurred from commencement of the Term, such as but not limited to electricity, water, which shall for the sole account of the LESSEE. The LESSEE shall hold for the LESSOR free and harmless from any and all claims, damage, actions, expenses or cost arising from non-payment or late payment of said utilities expenses;
8. That the LESSEE shall not in any way sub-lease the leased premises or any part thereof;
9. That the LESSEE hereby covenants that upon the termination of this Contract of Lease, it shall vacate the premises completely and not leave any furniture, fixtures or other property with the lease premises;

That no major or substantial improvements or alterations shall be made by the LESSEE without the written consent of the LESSOR. The improvements made which are permanent in character shall insure to the benefit of the LESSOR and be owned by the latter upon the termination of this Contract, without obligation to pay the LESSEE the value said improvements;

11. That the LESSOR shall designate the place where the LESSEE shall inscribe any sign or signboard pertaining to its establishment and the LESSEE shall not make expansion or improvements along the sidewalk, sign, painting, display of any advertisement without the prior written consent of the LESSOR;
12. Pre-Termination of Contract, upon pre-termination of the contract, Lessee shall inform the Lessor at least one (1) month prior its cease of contract;
13. Due to pre-termination of the contract, the one (1) months deposit shall be held accountable for Breach of Contract and liquidated damages. The lessee shall either use the vicinity only for one (1) month worth of Advance Deposit and is not subject for extension (VACATE IMMEDIATELY);
14. That if for violation of any of provisions of the Contract of Lease, the LESSOR shall resort to judicial proceeding for the rescission or termination of the Contract, or ejectment of the LESSEE and/r the sub-lessee, or to enforce any of his rights;
15. That in case of the failure of the LESSEE to pay the rental dues for two (2) days successive months, this lease of contract shall be deemed automatically terminated and the LESSEE shall vacate the premises on or before the last day of the second month, however, the LESSEE agrees to pledge forth with the LESSOR all furniture, equipment, fixtures, goods or merchandise and any other articles of values which may be found in the leased premises and not remove them from the leased premises until all rentals in arrears are unpaid;
16. That if any of the provisions of this Contract of Lease becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired;

IN WITNESS WHEREOF, the parties hereof have hereunto affixed their respective signatures on this 10th day of June, 2024 at Poblacion, Prosperidad, Agusan del Sur, Philippines.

JOCELYN D. DURAN

LESSOR

IRVIN D. BLANCADA

LESSEE

Signed in the presence of:

ACKNOWLEDGEMENT

Republic of the Philippines)
Province of Agusan del Sur) S.S.
Municipality Prosperidad)

x-----x

BEFORE ME, a Notary Public, for and in the Province of Agusan del Sur, this 10th day of June, 2024, personally appeared to me the parties with their Community Tax Certificate numbers, all known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same are their free and voluntary act and deed.

WITNESS MY HAND AND NOTARIAL SEAL, in the day, year and place above-written.

JUC. No. ATI
AGE No. AL
BOOK No. XXI
SERIES No. 204

ATTY. EDISEO S. DIAZ, JR.
NOTARY PUBLIC
UNTIL DECEMBER 31, 2025 Page | 2
PTR NO. 1051510
IBP NO. 366919
ROLL NO. 23307 - 3/10/71

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF JUSTICE
Land Registration Commission

OFFICE OF THE REGISTER OF DEEDS FOR THE _____

Original Certificate of Title

No. P-7582

Entered in accordance with section 122 of Act No. 496, of the Philippine Commission, pursuant to a patent issued by the President of the Philippines, dated at Manila on the 20th day of November, in the year nineteen hundred and seventy-three and spread in the records of the Bureau of Lands, as follows:

B. L. FORM No. 28-13

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF AGRICULTURE AND NATURAL RESOURCES
BUREAU OF LANDS
MANILA

FREE PATENT No. 551371

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, JOSE DELA CRUZ, possessing all the qualifications required by law in the premises, has fully complied with all the conditions, requirements, and provisions of Republic Act No. 788 and Chapter VII of Commonwealth Act No. 141, as amended, governing the granting of free patents to native settlers, and is therefore, entitled to a free patent to the following described agricultural public land situated in the sitio of _____ barrio of _____ municipality of Prosperidad, province of Agusan del Sur, island of Philippines, containing an area of 14 hectares, 88 ares, 88 centares, according to the official plat of the survey thereof, on file in the Bureau of Lands, Manila and described on the plan hereof.

NOW, THEREFORE, KNOW YE, That by authority of the Constitution of the Philippines, and in conformity with the provisions thereof and of the aforesaid Republic Act No. 788 and Commonwealth Act No. 141, as amended, there is hereby granted unto the said JOSE DELA CRUZ, Filipino, of legal age, married to Natividad Urbistomo, nee Pascual, la Dalida, Prosperidad, Agusan del Sur the tract of land above-described.

TO HAVE AND TO HOLD the said tract of land, with the appurtenances thereunto of right belonging unto the said JOSE DELA CRUZ and to his heirs and assigns forever, subject to the provisions of sections 118, 119, 121, 122 and 124 of Commonwealth Act No. 141, as amended, which provide that except in favor of the Government or any of its branches, units, or institutions, the land hereby acquired shall be inalienable and shall not be subject to incumbrance for a period of five (5) years from the date of this patent, and shall not be liable for the satisfaction of any debt contracted prior to the expiration of said period; that every conveyance of land acquired under the free patent provisions, when proper, shall be subject to repurchase by the applicant, his widow, or legal heirs within a period of five years from the date of the conveyance; that it shall not be encumbered, alienated, or transferred to any person, corporation, association or partnership not qualified to acquire lands of the public domain under said Commonwealth Act No. 141, as amended; and that it shall not be subject to any encumbrance whatsoever in favor of any corporation, association or partnership except with the consent of the grantee and the approval of the Secretary of Agriculture and Natural Resources and solely for educational, religious or charitable purposes or for a right of way; and subject finally to all conditions and public easements and servitudes recognized and prescribed by law especially those mentioned in sections 109, 110, 111, 112, 113, and 114 of Commonwealth Act No. 141, as amended, and the right of the Government to administer and protect the timber found thereon for a term of five (5) years from the date of this patent, provided, however, that the grantee or heirs may cut and utilize such timber as may be needed for his or their personal use.

IN TESTIMONY WHEREOF, and by authority vested upon me by law, I, FEDERANDO E. TANCO, President of the Philippines, have caused these letters to be made patent, and the seal of the Republic of the Philippines to be hereunto affixed.

Given under my hand at the City of Manila on this, the _____ day of NOV. 20 1973 in the year of Our Lord one thousand nine hundred and _____.



BY AUTHORITY OF THE PRESIDENT
OF THE PHILIPPINES

ARTURO R. TANCO, JR.

SECRETARY OF AGRICULTURE AND
NATURAL RESOURCES

Transcribed in the "Registration Book" for the Province of Agusan del Sur, pursuant to the provisions of section 41 of Act No. 496, on the _____ day of seventy-three, nineteen hundred and _____ m.

Awn, Prosperidad, Agusan del Sur

TEO E. CANEDO, JR.

(Owner's Postal Address)

Register of Deeds

DEED OF EXTRA-JUDICIAL PARTITION

KNOW ALL MEN BY THESE PRESENTS:

This instrument is made and entered into by and between WENEFREDO U. DELA CRUZ, LUZMINDA D. CURAY, JOCELYN D. DURAN and ZENAIDA D. MACADINE, all of legal ages, Filipinos, all are married and residents of Poblacion, Prosperidad, Agusan del Sur, Philippines, hereinafter called as HEIRS,

1. That the above-named HEIRS are the direct and compulsory heirs of the late spouses Jose dela Cruz and Matilde dela Cruz who died on 9-7-91 and 7-29-94, respectively at Poblacion, Prosperidad, Agusan del Sur, Philippines;
2. That the only surviving heirs of the said deceased spouses are the heirs mentioned above;
3. That to the best of our knowledge and belief, the deceased spouses left no will and debts or that all the debts they left are all paid and also left several parcels of real properties;
4. That pursuant to Rule 74, Section 1, Revised Rules of Court, the aforementioned HEIRS of the late spouses Jose dela Cruz and Matilde Dela Cruz, hereby mutually agree, to divide accordingly, apportion and adjudicate unto themselves, as it is hereby divided, apportioned and adjudicated, the herein-below described real properties of the decedents by inheriting in their allocated and respective shares subject to the limitations imposed under Section 4 of the same Rule and in a manner herein-below stated, to wit:

The following portions of lots which are situated at Poblacion, Prosperidad, Agusan del Sur, Philippines which are covered by Project CSD-10-00009795 are allocated in favor of EDGAR U. DELA CRUZ:

- a) Lot No. 241, containing an area of SIX HUNDRED FIFTEEN (615) Square m;
- b) Lot No. 544, containing an area of TWO HUNDRED FORTY THREE (243) Sq. m.
- c) Lot No. 547, containing an area of TWO HUNDRED SIXTEEN (216) Sq. m.
- d) Lot No. 513, containing an area of TWO HUNDRED TWENTY FIVE (225) Sq. m.
- e) Lot No. 512, containing an area of TWO HUNDRED FORTY SEVEN (247) Sq. m.
- f) Lot No. 511, containing an area of THREE HUNDRED NINETY ONE (391) Sq. m.
- g) Lot No. 507, containing an area of TWO HUNDRED TWENTY TWO (222) Sq. m.
- h) Lot No. 506, containing an area of TWO HUNDRED EIGHTEEN (218) Sq. m.

The following portions of lots which are situated at Poblacion, Prosperidad, Agusan del Sur, Philippines which are covered by Project CSD-10-00009795 are allocated in favor of WENEFREDO U. DELA CRUZ:

- a) Lot No. 216, containing an area of SIX HUNDRED TEN (610) Sq. m.
- b) Lot No. 481 por., containing an area of SEVEN HUNDRED FIFTY NINE (759) Sq. m.
- c) Lot No. 502, containing an area of TWO HUNDRED ELEVEN (211) Sq. m.
- d) Lot No. 508, containing an area of TWO HUNDRED FIFTY FIVE (255) Sq. m.
- e) Lot No. 509, containing an area of TWO HUNDRED FIFTY TWO (252) Sq. m.
- f) Lot No. 510, containing an area of THREE HUNDRED SIXTY SEVEN (367) Sq. m.

The following portions of lots which are situated at Poblacion, Prosperidad, Agusan del Sur, Philippines which are covered by Project CSD-10-00009795 are allocated in favor of LUZMINDA D. CURAY:

- a) Lot No. 238, containing an area of THREE HUNDRED NINETY SIX (396) Sq. m.
- b) Lot No. 239, containing an area of FIVE HUNDRED TWENTY NINE (529) Sq. m.
- c) Lot No. 240, containing an area of SIX HUNDRED FIFTEEN (615) Sq. m.
- d) Lot No. 483 por., containing an area of EIGHT HUNDRED FORTY (840) Sq. m.

The following portions of lots which are situated at Poblacion, Prosperidad, Agusan del Sur, Philippines which are covered by Project CSD-10-00009795 are allocated in favor of JOCELYN D. DURAN:

- a) Lot No. 234, containing an area of SIX HUNDRED THIRTEEN (613) Sq. m.
- b) Lot No. 235, containing an area of SIX HUNDRED ELEVEN (611) Sq. m.
- c) Lot No. 483 por., containing an area of NINE HUNDRED THIRTY NINE (939) Sq. m.
- d) Lot No. 540, containing an area of TWO HUNDRED SEVENTEEN (217) Sq. m.

The following portions of lots which are situated at Poblacion, Prosperidad, Agusan del Sur, Philippines which are covered by Project CSD-10-00009795 are allocated in favor of ZENAIDA D. MACADINE:

- a) Lot No. 242, containing an area of SIX HUNDRED FIFTEEN (615) Sq. m.
- b) Lot No. 483, containing an area of ONE THOUSAND FIVE HUNDRED NINETEEN (1,519) Sq. m.
- c) Lot No. 484, containing an area of FIFTY NINE (59) Sq. m.
- d) Lot No. 503, containing an area of ONE HUNDRED SEVENTY FIVE (175) Sq. m.

The herein HEIRS are united on their stand and further bind themselves to remain the herein below portions of lots under co-ownership, to wit:

- a) Lot No. 543, CSD-10-00000000, containing an area of ONE HUNDRED EIGHTY SEVEN (187) Sq. m. and
- b) Lot No. 941, CSD-10-00000000, containing an area of FIVE HUNDRED EIGHTY SEVEN (587) Sq. m.

The following portions of lots which are situated at Sta. Maria, Prosperidad, Agusan del Sur, Philippines, which is denominated under Lot No. 150, GSS-1000, containing an area of 75,232 Square meters, are subdivided in accordance with the following, to wit:

- a) Lot No. 150-A is adjudicated in favor of EDGAR U. DELA CRUZ, containing an area of 15,047 Square meters;
- b) Lot No. 150-B is slated in favor of WENEFREDO U. DELA CRUZ, containing an area of 15,047 Square meters;
- c) Lot No. 150-C is delineated in favor of JOCELYN D. DURAN, containing an area of 15,048 meters;
- d) Lot No. 150-D is likewise adjudicated in favor of LUZMINDA D. CURAY, containing an area of 15,044 Square meters;
- e) Lot No. 150-E is also allotted in favor of ZENaida D. MACADINE, containing an area of 15,047 Square meters;

The properties situated at Javier, Barobo, Surigao del Sur, under Lot No. 2201, Pls-44, TCT No. T-1056 and CLOA Award No. 00262120, containing an area of 66,937 Square meters are likewise subdivided in accordance with the following, to wit:

- a) Lot No. 2201-A, containing an area of 9,524 Sq. m. is adjudicated in favor of WENEFREDO U. DELA CRUZ;
- b) Lot No. 2201-B, containing an area of 12,843 Sq. m. is adjudicated in favor of JOCELYN D. DURAN;
- c) Lot No. 2201-C, containing an area of 12,842 Sq. m. is adjudicated in favor of LUZMINDA D. CURAY;
- d) Lot No. 2201-D, containing an area of 12,853 Sq. m. is adjudicated in favor of ZENaida D. MACADINE;
- e) Lot No. 2201-E, containing an area of 12,845 Sq. m. is adjudicated in favor of EDGAR U. DELA CRUZ;
- f) Lot No. 2201-F, containing an area of 3,319 Sq. m. is likewise adjudicated in favor of WENEFREDO U. DELA CRUZ;

The properties situated at Awa, Prosperidad, Agusan del Sur, Philippines which are consolidated under Lot No. 100, GSS-1000 under OCT No. P-7582 and Lot No. 101, GSS-1000, under OCT No. P-7581, containing an aggregate area of 212,289 are likewise divided between the HEIRS in accordance with the following, to wit:

- a) Lot No. 6, containing an area of 41,148 is adjudicated in favor of EDGAR U. DELA CRUZ;
- b) Lot No. 5, containing an area of 41,148 is adjudicated in favor of WENEFREDO U. DELA CRUZ;
- c) Lot No. 9, containing an area of 14,148 is adjudicated in favor of ZENaida D. MACADINE;
- d) Lot No. 2, containing an area of 16,010 and Lot No. 7, containing an area of 25,139 are adjudicated in favor of LUZMINDA D. CURAY;
- e) Lot No. 4, containing an area of 22,867 is adjudicated in favor of ZENaida D. MACADINE;
- f) Lot No. 1, containing an area of 8,847, Lot No. 3, containing an area of 13,471, Lot No. 8, containing an area of 15,839 and Lot No. 10, containing an area of 2,991 are all adjudicated in favor of JOCELYN D. DURAN.

The properties of the deceased which is situated at Poblacion (Spring) and registered in the name of their deceased father Jose Dela Cruz under Lot No. 3053, Pls-93 and registered under OCT No. P-8550, containing an area of 38,970 is likewise divided into several lots and adjudicated in favor of the HEIRS in the following manner, to wit:

- a) Lot No. 3053-A, containing an area of 4,150 and Lot No. 3053-K, containing an area of 3,130 are all adjudicated in favor of ZENaida D. MACADINE;
- b) Lot No. 3053-B, containing an area of 4,149 and Lot No. 3053-J, containing an area of 3,130 are all adjudicated in favor of LUZMINDA D. CURAY;
- c) Lot No. 3053-C, containing an area of 4,150 and Lot No. 3053-I, containing an area of 3,130 are all adjudicated in favor of JOCELYN D. DURAN;
- d) Lot No. 3053-D, containing an area of 4,150 and Lot No. 3053-H, containing an area of 3,130 are all adjudicated in favor of EDGAR U. DELA CRUZ;
- e) Lot No. 3053-E, containing an area of 4,151 and Lot No. 3053-G, containing an area of 3,130 are all adjudicated in favor of WENEFREDO U. DELA CRUZ.

That the HEIRS do hereby state that they are the co-owners of the land above-mentioned; That their land is not tenanted and their total landholding do not exceed the provisions of the Agrarian Reform law as enunciated under Presidential Decree No. 27.

IN WITNESS WHEREOF, we have hereunto affixed our respective signatures on this 18th day of May, 1999.

EDGAR U. DELA CRUZ
(Heir-Vendor)

CTC No. 16412051
Issued on 7-9-99
Issued at PADS

WENEREDDO U. DELA CRUZ
(Heir-Vendor)

CTC No. 16412076
Issued on 9-29-99
Issued at PADS

LIZMINDA D. DURAN
(Heir-Vendor)

CTC No. 16391291
Issued on 3-12-99
Issued at PADS

JOSELYND DURAN
(Heir-Vendor)

CTC No. 16412963
Issued on 9-29-99
Issued at PADS

ZENaida D. MACADINE
(Heir-Vendor)

CTC No. 16414698
Issued on 6-30-99
Issued at PADS

Signed in the presence of:

1. *[Signature]* 2. *[Signature]*

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF AGUSAN DEL SUR) S
MUNICIPALITY OF PROSPERIDAD)

BEFORE ME, personally came and appeared the above-named persons with their Community Tax Certificate Numbers indicated below their names, known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same are their free and voluntary act and deed.

Done this 18th day of May, 1999 at Prosperidad, Agusan del Sur, Philippines.

[Signature]
GERMINIANO A. DEMEYLO JR.
Notary Public
Until December 31, 2000
PTR. No. 3881866-1-9-99

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