

LUMBER SUPPLY CONTRACT



KNOW ALL MEN BY THESE PRESENTS:

This contract is made and entered into by and between **Lodgero Alzate** of legal age, Filipino, Married and a resident of Brgy. Dayoan, Tago, Surigao del Sur, Philippines, hereinafter known and referred to as the **SUPPLIER**.

- and -

MALIN LUMBER TRADING, a sole proprietorship with Business Permit No. 0351 duly issued by the Local Chief Executive of the Municipality of General Luna, Surigao del Norte by virtue of laws of the Republic of the Philippines, represented by the owner, **Mr. Marino B. Gubaton**, with postal address at Brgy. Malinao, General Luna, Surigao del Norte, Philippines herein referred to as the **BUYER**.

-WITNESSETH-

WHEREAS, the **SUPPLIER** is a private tree planter duly registered by the DENR with **PTPR No. SDS-25-0217-0001** located in Brgy. Dayo-an, Tago, Surigao del Sur issued by the, Department of Environment and Natural Resources (DENR) on February 17, 2025 and has the capacity to supply as indicated below, to wit:

Inventoried Volume (cu.m.)		Previous Commitments (cu.m.)	Available Balance (cu.m.)
		JMATT Lumber Products Wholesaling	
Falcata	104.78	23.58	81.20
Mangium	248.68	35.38	213.30
Gmelina	134.05	12.97	121.08
Mahogany	120.51	23.58	96.93
Bagras	75.36		75.36
Santol	56.20		56.20
Marang	48.51		48.51
TOTAL	788.116	95.52	692.596

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 chainsaw-cut lumbers with total volume of 51.88 cubic meters/11,210.56 board feet: 12.97 cu. m./2,749.64 board feet of *Gmelina*; 12.97 cu. m./2,749.64 board feet of *Mahogany*; 12.97 cu. m./2,749.64 board feet of *Mangium*; 12.97 cu. m./2,749.64 board feet of *Falcata*; 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 lumbers from its approved PTPR under the following terms and conditions.

1. 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;

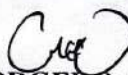


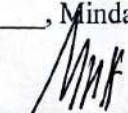
3. The SUPPLIER shall not be held liable and/or responsible for any omission and/or delay in the performance of its obligation under this contract caused by or arising from FORCE MAJEURE or ACTS OF GOD and other fortuitous events.

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 _____ years 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 **JUL 15 2025** day of _____, 2025 at _____, Mindanao, Philippines.

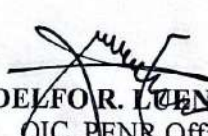

LODGERO ALZATE
PTPR Holder
Supplier


MARINO B. GUBATON
Proprietor - MALIN Lumber Trading
Buyer

Witnesses:


JOSEPH E. LANGANLANGAN
CENRO Officer




ADELFOR R. LUENGAS, JR.
OIC, PENR Officer

Approved by:


MARITES M. UCAMPO
OIC, REGIONAL EXECUTIVE DIRECTOR

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

BEFORE ME, at the _____, Philippines this **JUL 15 2025** day of _____, 2025 personally appeared _____ with Community Tax Certificate No. _____ issued on _____ at _____ and _____ with Community Tax Certificate No. _____ issued on _____ at _____ 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. 182
Series of 2078


ATTY. ANDREI ARREZA ANDRESAN
NOTARY PUBLIC
Until December 31, 2025
Cortes, Tandang Sora, San Antonio

Note: This contract shall be valid for a period of one (1) year and the actual supply and delivery of lumber is only allowed if both parties have valid permits of authorization from DENR.



Department of Environment and Natural Resources
Kagawaran ng Kapaligiran at Likas na Yaman
Caraga Region
CENRO Lianga, Surigao del Sur



NAME OF APPLICANT: LODGERO ALZATE TYPE OF LAND TITLE & LOT NO: Lot and Survey No. 867-B-7, PSD 13-019993 LOT AREA: 5.970 Hectares
LOCATION: BRGY. DAYOAN SURIGAO DEL SUR CENRO: LIANGA PENRO: SURIGAO DEL SUR

STAND AND STOCK TABLE

PARTICULARS	DIAMETER CLASS														TOTAL	
	10		20		30		40		50		60		70			
	T	V	T	V	T	V	T	V	T	V	T	V	T	V	T	V
FALCATA			53	14.359	39	27.914	18	24.080	11	24.747	4	13.680			125	104.780
GMELINA			57	18.663	36	22.958	50	54.225	18	35.542	1	2.670			162	134.058
BAGRAS			2	0.700	45	28.495	43	46.173							90	75.368
MAHOGANY	3	0.498	39	11.675	67	44.780	51	49.790	7	13.768					167	120.511
SANTOL					15	11.257	29	34.619	5	10.330					49	56.206
MARANG							21	29.035	8	16.805	1	2.670			30	48.510
MANGIUM			121	44.632	134	86.695	69	85.362	15	31.993					339	248.683
GRAND TOTAL	3	0.498	272	90.029	336	222.099	281	323.284	64	133.185	6	19.020			962	788.116

Inventoried by:

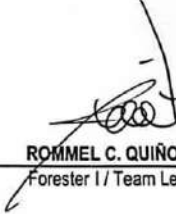

JOEMAR Q. AGOPITAC
Forest Ranger


RONNEL C. CORPUZ
Forest Ranger


JAY ARR R. LUENGAS
Forest Ranger



Scanned with CamScanner


ROMMEL C. QUIÑONES
Forester I / Team Leader

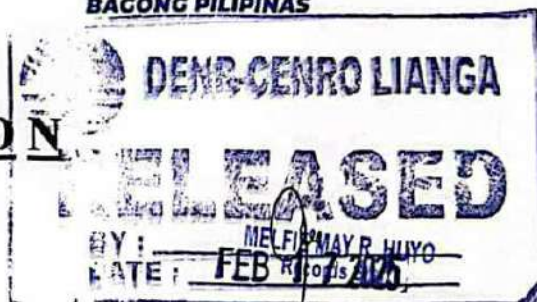


Department of Environment and Natural Resources
Kagawaran ng Kapaligiran at Likas na Yaman
Caraga Region
CENRO Lianga, Surigao del Sur



BAGONG PILIPINAS

CERTIFICATION



TO WHOM IT MAY CONCERN:


This is to certify that per records of this office, **Mr. Lodgero Alzate** is a holder of Private Tree Plantation Registration (PTPR) under **Lot and Survey No. 867-B-7, PSD 13-019993**, with an area of **5.970 hectares** situated at **Brgy. Dayoan, Tago, Surigao del Sur**.

PTPR No.	Species	Approximate Volume (cu. m.)	Volume Contracted (cu.m)		Balance
			JMATT Lumber Products and Wholesaling	MALIN Lumber Trading	
SDS-25-0217-0001	Falcata	104.78	23.58	12.97	68.23
	Gmelina	134.05	12.97	12.97	108.11
	Bagras	75.36			75.36
	Mahogany	120.51	23.58	12.97	83.96
	Santol	56.20			56.2
	Marang	48.51			48.51
	Mangium	248.68	35.38	12.97	200.33
TOTAL		788.116	95.52	51.88	640.7

This certifies further that the above-mentioned private tree plantation was verified by personnel of this office, and the remaining volume was found to be still intact and sufficient for the supply contract.

THIS CERTIFICATION is issued upon the request of Mr. Lodgero Alzate for whatever legal purposes it may serve her best.

Given this 17th day of February, 2025 at CENRO Lianga, Surigao del Sur, Philippines.


JOSEPH E. LANGANLANGAN
CENR Officer



Department of Environment and Natural Resources
Kagawaran ng Kapaligiran at Likas na Yaman
Caraga Region
CENRO Lianga, Surigao del Sur



PRIVATE TREE PLANTATION REGISTRATION

No. SDS-25-0217-0001

DENR-CENRO LIANGA

RELEASED
BY: MELODY
DATE: Feb 17, 2025

Owner's Basic Information

Name	LODGERO ALZATE
Permanent Address	Brgy. Dayo-an, Tago, Surigao del Sur
Contact Number	09764864196
Email Address	

Tree Plantation Location

OCT/TCT/TD NO.	P - 42044		
Barangay/s	Brgy. Dayo-an		
Municipality/ies	Tago		
Province	Surigao del Sur		
Total Lot Area	5.9700 Hectares	Total Lot Area Devoted to Plantation	5.9700 Hectares
Tree Species Planted	FALCATA, GMELINA, BAGRAS, MAHOGANY, MANGIUM, SANTOL AND MARANG		
No. of Hills	962		
Recognized as TREE FARM UTM ID	E	190034	N 999172

Attachments

<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>

Certified True Copy of OCT/TCT/TAX DECLARATION

GIS generated map of Tree Plantation

I hereby certify that the above information are true and correct.

LODGERO ALZATE

Signature over Printed Name of Applicant

February 17, 2025
Date

I hereby certify that the above information are verified and the Private Tree Plantation registration is approved:

JOSEPH E. LANGANLANGAN

Signature over Printed Name of CENR Officer

February 17, 2025
Date

LUMBER SUPPLY CONTRACT

KNOW ALL MEN BY THESE PRESENTS:



This contract is made and entered into by and between **MS. HERMELINA E. ABAA** represented by **MR. JOHN CLOYD S. BELOY**, of legal age, Filipino, Married and a resident of Brgy. Rosario, Tandag City, Surigao del Sur Philippines, hereinafter known and referred to as the **SUPPLIER**.

and

MALIN LUMBER TRADING, a firm duly organized and existing by virtue of the laws of the Republic of the Philippines represented by its Proprietor, **Mr. Marino B. Gubaton** with postal address at Roxas St. Brgy. Washington, Surigao del City, Philippines herein referred to as the **BUYER**.

WITNESSETH

WHEREAS, the **SUPPLIER** is a holder of Private Land Timber Permit (PLTP) No. RXIII-08-2023 (Renewal) issued by the Department of Environment and Natural Resources-Regional Office 13 with a total harvestable volume of 51.66 cubic meters located in Brgy. Carasan, Tago, 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	32.87	23.62 (End-user)	9.25
Manggachapui Group	1.18	None	1.18
Apitong Group	3.71	None	3.71
Nato Group	0.47	None	0.47
Furniture and Construction Hardwood	3.98	None	3.98
Premium Species	1.75	None	1.75
Lesser Used Species	5.04	None	5.04
Pulp and Matchwood Species	26.26	None	26.26
TOTAL	75.28	23.62	51.66

WHEREAS, the **BUYER** is an operator of a Lumber Dealer with Certificate of Registration as Lumber Dealer No. LD-R13-SDN-28-07162025, duly issued by the DENR-R13 Caraga Region, Ambago, Butuan City on July 16, 2024, to expire on July 16, 2025, and has not violated pertinent DENR laws, rules, and regulations.

WHEREAS, the **SUPPLIER** is willing to sell and supply chainsaw-cut lumber with a total volume of **50.86 cubic meters/17,252.71 board feet**: 9.25 cubic meters/3,137.6 board feet of Philippine Mahogany Group (Almon 4.98 cu.m./1,689.216 bd.ft., Bagtikan 0.36 cu.m./122.112 bd.ft., Mayapis 0.44 cu.m./149.248 bd.ft., White Lauan 3.47 cu.m./1,177.024 bd.ft.); 3.71 cubic meters/1,258.43 board feet of Apitong Group; 0.47 cubic meters/159.42 board feet of Nato Group; 3.98 cubic meters/1,350.02 board feet of Furniture and Construction Hardwood species; 1.75 cubic meters/593.6 board feet of Premium species; 5.04 cubic meters/1,709.57 board feet of Lesser Used species; and 26.66 cubic meters/9,043.07 board feet of Pulp & Matchwood species; 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.


1. 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;
2. 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 there signatures this day of _____, 2025 at _____, Mindanao, Philippines.


Mr. John Clavd S. Belov
PLTP Holder / Supplier


Mr. Marino B. Gubaton
Authorized Representative/Buyer

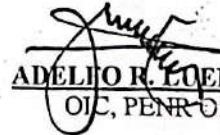
Attorney-In-Fact - PLTP No. RXIII-08-2023
Position

Proprietor - Certificate of Registration No.
LD-R13-SDN-28-07162025
Position



Witnesses:

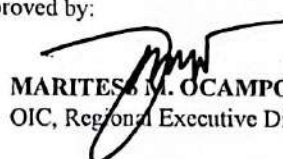

JOSEPH E. LANGANLANGAN
 CENR Officer


ADELIO R. LUENGAS, JR.
 OIC, PENR Officer



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

Approved by:


MARITES M. OCAMPO
 OIC, Regional Executive Director

BEFORE ME, at the _____, Philippines this MAR 20 2025 day of _____, 2025 personally appeared _____ with Community Tax Certificate No. _____ issued on _____ at _____ and _____ with Community Tax Certificate No. _____ issued on _____ at _____ 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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 Page No. 100
 Book No. 15
 Series of 2025

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

I, **HERMELINA E. ABAA**, of legal age, Filipino, married to Valeriano Abaa and a resident of Caras-an, Tago, Surigao del Sur, do hereby **NAME, CONSTITUTE, and APPOINT JOHN CLOYD S. BELOY**, of legal age, Filipino, and a resident of Tanabog, Rosario, Tandag City, Surigao del Sur, to be my true and lawful Attorney-in-fact, for me and in my **NAME, PLACE, and STEAD**, to do and perform the following acts and things, to wit;

1. To appear, transact/process for the application for the cutting of trees permit at the Department of Environment and Natural Resources (DENR), to search for the possible buyer to **SELL** the cutting trees and to apply the transportation permit of the said trees.
2. To pay related fees and sign and receive papers and documents necessary for the transaction and perform any other act in pursuance of the aforementioned authority;
3. To do and perform any and all other acts and deeds necessary to undertake the execution and finalization of said transaction.

Hereby **GIVING and GRANTING** unto my said Attorney-in-Fact, full power and authority whatsoever necessary or proper to be done in and about the premises as fully to all intents and purposes as I might or could lawfully do if personally present with power of **SUBSTITUTION and REVOCATION**, and hereby **RATIFYING and CONFIRMING** all that my said Attorney-in-Fact or his substitute shall lawfully do or cause to be done under and by virtue of these presents.

IN WITNESS WHEREOF, we have hereunto set our hand this 24th MAY 2023, at Tandag City, Surigao del Sur.


HERMELINA E. ABAA
Principal


VALERIANO ABAA
Principal/spouse

With my conformity:


JOHN CLOYD S. BELOY
Attorney-in-Fact

Signed in the presence of:

1. _____ 2. _____

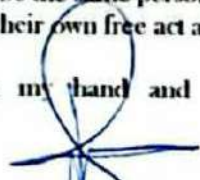
ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
PROVINCE OF SURIGAO DEL SUR)
CITY OF TANDAG)

BEFORE ME, a Notary Public for and in the Province of Surigao del Sur this 24th MAY 2023, personally appeared the above-named persons, known to me to be the same persons who executed the foregoing instrument and acknowledged to me that the same is their own free act and voluntary deed.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial seal this 24th MAY 2023, in the City of Tandag, Surigao del Sur.

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PAUL JOHN C. MERTO
NOTARY PUBLIC
Until December 31, 2023
San Agustin, Tandag City
IBP No. 00000000000000000000
P/R No. 00000000000000000000
Roll of Attorney No. 00000000000000000000
Serial No. 000-01-2022

CERTIFIED TRUE COPY
FROM THE ORIGINAL DOCUMENT


MAYDEE C. ARCEOS

MAY 10 2023