

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 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

AB LUMBER TRADING, a firm duly organized and existing by virtue of the laws of the Republic of the Philippines represented by AILVIN U. ORTEGA, with postal address at Brgy. Panayogon, Madrid, Surigao del Sur, Philippines herein referred to as the **BUYER**.

WITNESSETH

WHEREAS, the **SUPPLIER** is a holder of Private Land Timber Permit (PLTP) No. RXIII-02-2025 issued by the Department of Environment and Natural Resources-Regional Office 13 with a total harvestable volume of 578.3 cubic meters located in Brgy. Hinapoyan, Carmen, 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	297.44	245.17
Manggachapui Group	3.84	3.84
Apitong Group	1.07	1.07
Furniture & Construction Hardwood	151.47	108.0
Premium Species	16.49	16.49
Lesser Used Species	88.34	88.34
Pulpwood	19.66	15.09
TOTAL	578.3	478.0

WHEREAS, the **BUYER** has an updated business permit with permit no. 2025-1606813000-0344 duly issued by the Municipality of Madrid, Surigao del Sur and has an ongoing application for renewal of Certificate of Registration as Lumber Dealer.

WHEREAS, the **SUPPLIER** is willing to sell and supply fitches/chainsaw-cut lumber with total volume of 50.00 cubic meters/16,960 board feet; 30cu.m/10,176 bd.ft of Philippine Mahogany Group (Mayapis); 20cu.m/6,784 bd.ft. of Furniture/Construction Hardwood (Toog) 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 JUN 26 2025, 2025 at _____, Mindanao, Philippines.

MARIALIZA T. CUSTODIO
PLTP Holder/Supplier

AILVIN U. ORTEGA
Buyer

Witnesses:

GAY P. RESULLAR
OIC, CENR Officer

ADELFOR LUENGAS, JR.
OIC, PENR Office

Approved by:

MARITESA M. OCAMPO
OIC, REGIONAL EXECUTIVE DISTRICT

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



BEFORE ME, at the Cantilan, Surigao del Sur, Philippines this JUN 26 2025 day of June, 2025 personally appeared Marializa Custodio with Community Tax Certificate No. 10785940 issued on January 8, 2025 at Bunga Lanuza, Surigao del Sur and Ailvin U. Ortega with Community Tax Certificate No. 10822671 issued on January 17, 2025 at Brgy. Quirino, Madrid, Surigao del Sur both known to me that the same is their free and voluntary deed.

This instrument consists of 11 pages including this page wherein acknowledgment is written and has been signed by the parties and their instruments witness.

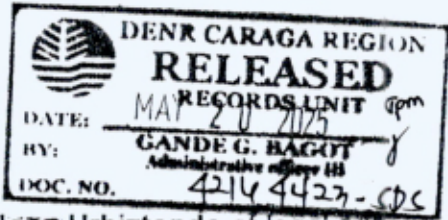
WITNESS MY HAND AND SEAL at the place and date first above written.

Doc No. 105
Page No. 274
Book No. 162
Series of 2024

ATTY. ANDREI ARPEZA ANDRESAN
NOTARY PUBLIC
Until December 31, 2025
Office: Tandag City, Tago, San Miguel
Ayobas, Cagwait, all of Surigao del Sur
P.O. No. 485524/12-28-2024/Surigao del Sur
PTR NO. 133761801-02-2025/Surigao del Sur
Roll of Attorneys No. 41883
MCLE Compliance No. VS-101123 July 27, 2019
Serial No. SDS-36-2024

LUMBER SUPPLY CONTRACT

KNOW ALL MEN BY THESE PRESENTS:



This contract is made and entered into by and between **Jose Urbiztondo** of legal age, Filipino, Married and a resident of Brgy. Castillo, San Miguel, Surigao del Sur, Philippines, hereinafter known and referred to as the **SUPPLIER**.

and

AB Lumber Trading, a sole proprietorship with Business Permit No. 2025-1606813000-0344 issued by Honorable Juan Paolo L. Lopez, the Municipal Mayor of Madrid, Surigao del Sur by virtue of the laws of the Republic of the Philippines represented by the owner, **Ailvin U. Ortega**, with postal address at Brgy. Quirino, Madrid, Surigao del Sur, 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-23-1212-2318 located at Brgy. Castillo, San Miguel, Surigao del Sur issued by the Department of Environment and Natural Resources (DENR) on December 12, 2023 and has the capacity to supply as indicated below, to wit:

Inventoried Volume (cu.m.)		Previous Commitments (cu.m.)	Available Balance (cu.m.)
Falcata	299.681	None	299.681
Mangium	178.959	None	178.959
Gemelina	102.187	None	102.187
TOTAL	580.827		580.827

WHEREAS, the **BUYER** is an operator of Lumber Dealer with Certificate of Registration as Lumber Dealer No. LD-R13-SDS-11-03252025 duly issued by the DENR Caraga R-13, Ambago, Butuan City on March 25, 2024 and it was expired on March 25, 2025 and has not violated any pertinent DENR laws, rules and regulations.

WHEREAS, the **SUPPLIER** is willing to sell and supply chainsaw-cut lumber with total volume of **30,000 bd. ft.** : 15,000 board feet (bd. ft.) of Falcata; 10,000 board feet (bd. ft.) of Mangium, 5,000 board feet (bd. ft.) of Gemelina, as may be required or necessary for the 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 PTPR under the following terms and conditions.

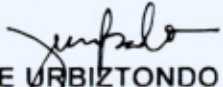
1. That the deliveries of chainsaw-cut lumber under this contract shall be covered by the necessary supporting documents from the DENR and other Government agencies certifying as to the legality of the source;
2. That the quality of chainsaw-cut lumber to be supplied shall be scaled by the **SUPPLIER** 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;
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.

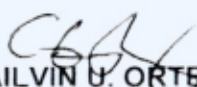


THAT both parties further agreed that:


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.

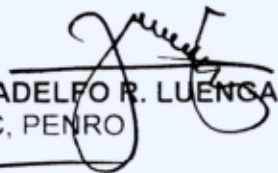
IN WITNESS WHEREOF, the parties have hereunto affixed there signatures this _____ day of April, 2025 at DENR-CENRO, Lianga, Surigao del Sur, Mindanao, Philippines.



JOSE URBIZTONDO
PTPR Holder/Supplier


AILVIN U. ORTEGA
Sole Proprietor/Buyer

Witnesses:


JOSEPH E. LANGANLANGAN
CENR Officer


ADELFO R. LUENCAS, JR.
OIC, PENRO


MARITESS M. CAMACHO
OIC, Regional Executive Director



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

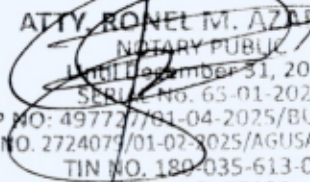
BEFORE ME, at the BUTUAN CITY, Philippines this _____ day of MAY 15 2025, 2025 personally appeared the following affiant both known to me that the same is their free and voluntary deed.

Name	CTC No.	Date Issued	Place Issued
1. Jose Urbiztondo			
2. Ailvin U. Ortega			

This instrument consists of two (2) 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. 385
Page No. 78
Book No. XVI
Series of 2025


ATTY. RONEL M. AZARCON
NOTARY PUBLIC
Valid until December 31, 2026
SERIAL NO. 63-01-2025
IBP NO: 497727/01-04-2025/BUTUAN CITY
PTR NO. 2724075/01-02-2025/AGUSAN DEL NORI
TIN NO. 189-035-613-000
ROLL NO. 75104
Email address: azarconronel30@gmail.com

Note: The actual supply/delivery under this contract shall only be allowed if both parties have valid permits/authorities issued by the DENR.



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 - 0423 - 0002

Owner's Basic Information

Name	JOSE URBIZTONDO
Permanent Address	Brgy. Castillo, San Miguel, Surigao del Sur
Contact Number	9469112681
Email Address	

CENR-CENRO LIANGA
RELEASED

BY: [Signature]

DATE: APR 24 2025

Tree Plantation Location

OCT/TCT/TD NO.	P - 36950		
Barangay/s	Castillo		
Municipality/ies	San Miguel		
Province	Surigao del Sur		
Total Lot Area	7.8100 Hectares	Total Lot Area Devoted to Plantation	7.8100 Hectares
Tree Species to be Planted	Falcata, Gmelina and Mangium		
Approved Volume	580.827 CU.M.	No. of Hills	716
Recognized as TREE FARM UTM ID	E	825661	N 986457

Attachments

<input checked="" type="checkbox"/>	Certified True Copy of OCT/TCT/TAX DECLARATION
<input checked="" type="checkbox"/>	GIS generated map of Tree Plantation

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

[Signature]
JOSE URBIZTONDO

Signature over Printed Name of Applicant

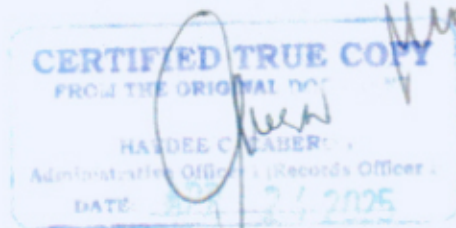
April 10, 2025
Date

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

[Signature]
JOSEPH E. LANGANLANGAN

Signature over Printed Name of CENRO Officer

April 23, 2025
Date





Republic of the Philippines
Department of Environment and Natural Resources
COMMUNITY ENVIRONMENT AND NATURAL RESOURCES OFFICE
DENR, R13-D3, Lianga, Surigao del Sur



CERTIFICATION

TO WHOM IT MAY CONCERN:


THIS IS TO CERTIFY that per records of inventory conducted by this Office, the contracted volume of 30,000 bd. ft. which is equivalent to 106.13 cubic meters of Falcata, Mangium and Gemelina between AB Lumber Trading represented by the owner, Ailvin U. Ortega located at Brgy. Quirino, Madrid, Surigao del Sur and Jose Urbiztondo with PTPR No. SDS-25-0423-0002 located at Castillo, San Miguel, SDS are still available/intact in the area for cutting.


This certification is issued in support to the new application of Lumber Dealer Registration (LDR) application of Mr. Ailvin U. Ortega of AB Lumber Trading.

Issued this 23th day of April 2025 at CENRO Lianga, Surigao del Sur.

Prepared by:

Verified by:


ANITA E. TEJERO
Forester III/ Chief, FUU


MARITES C. ORCULLO
DMO III/Chief, RPS

Approved by:


JOSEPH E. LANGANLANGAN
CENRO



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



STAND AND STOCK TABLE

NAME OF APPLICANT: JOSE URBIZIONE TYPE OF LAND TITLE & LOT NO.: OCT NO.: P-36950, LOT NO.: 4349 LOT AREA: 7.8100 Hectares
LOCATION: CASTILLO, SAN MIGUEL, SURIGAO DEL SUR CENRO: LIANGA PENRO: SURIGAO DEL SUR

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
FALCATA			25	7,787	135	91,555	187	200,339					347	299,681
GMELINA			46	16,274	78	51,800	111	110,885					235	178,959
MANGIUM			26	9,341	68	46,461	40	46,385					134	102,187
GRAND TOTAL			97	33,402	281	189,816	338	357,609					716	580,827

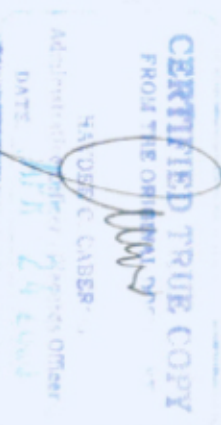
Inventoried by:


RYAN PAUL R. HUYO
Forest Ranger


DICKSON JAY POLINAR
Forest Ranger


RONNEL C. CORPUZ
Forest Ranger


ROMMEL C. QUINONES
Forester II





CETIFICATE OF VERIFICATION

Jose Urbiztondo
April 10, 2025

CETIFICATE OF VERIFICATION

TO WHOM IT CONCERN:

THIS IS TO CERTIFY that the area requested for verification is owned by **Mr. Jose Urbiztondo** under OCT No. P-36950, Lot No. 4349, CAD 537-D with an area of 7.8100 hectares situated at Brgy. Castillo, San Miguel, Surigao del Sur.


This certifies further that the above cited area is actually contained with 716 hills of planted species (Falcata, Gmelina and Mangium) ranging from 24-54 cm. in diameters with an approximate volume of 580.827 cubic meters were being accounted during the conduct of actual/ground verification.

Species	No. of Hills	Approximate Volume (Cu. M.)	Spacing	Year Planted
FALCATA	347	299.681	IRREGULAR	2012 & 2013
GMELINA	235	178.959	IRREGULAR	2012
MANGIUM	134	102.187	IRREGULAR	2012 & 2013
TOTAL	716	580.827		

Verified by:


ROMMEL C. QUINONES
Forester II

SUBSCRIBED AND SWORN to before me this 21st day of April, 2025 at DENR-CENRO Lianga, Surigao del Sur.


MARITES C. ORCULLO
Development Mgt. Officer III

