

LUMBER SUPPLY CONTRACT

DENR CARAGA REGION	
RELEASED	
RECORDS UNIT	
DATE:	JUL 31 2024
BY:	GABRIEL BACOT
Administrative Officer III	
DOC. NO.	7216735-Ann

KNOW ALL MEN BY THESE PRESENT:

This contract is made and entered into by and between **TERESITA DINGDING-DIGOLTO** of legal age, married, Filipino and resident of **Brgy. Bangonay, Jabonga, Agusan del Norte**, owner of land covered by OCT No. **EP-5400** located at **Barangay Bangonay, Jabonga, Agusan del Norte**, hereinafter referred to as the **PARTY OF THE FIRST**.

-and-

JOHN LUMBER AND FURNITURE, an entity duly existing under the laws of the Philippines with principal business of operation located **Barangay Bangonay, Jabonga, Agusan del Norte**, represented by **HARETO D. DIGOLTO, Proprietor** likewise of legal age, married, Filipino, hereinafter known and referred to as the **PARTY OF THE SECOND**.

WITNESSETH

THAT, the PARTY OF THE FIRST is a holder of **CERTIFICATE OF TREE PLANTATION OWNERSHIP (CTPO)** No. **R13-ADN-02-03102021-11** duly issued by the DENR with a remaining volume of **52.76 cu.m.** of Gmelina species, **76.39 cu.m.** of Mahogany species, **22.78 cu.m.** of Mangium species, **12.94 cu.m.** of Marang species, **161.84 cu.m.** of Falcata species, **9.17 cu.m.** of Durian species, **11.30 cu.m.** of Santol species and **11.22 cu.m.** of Nangka species with a combined remaining volume of **358.40 cubic meters** and has not committed any violation against pertinent DENR laws, rules and regulations and has the capacity to supply Chainsawn Lumber.

THAT, the PARTY OF THE SECOND is an applicant for **Lumber Dealer (LD) Permit** with business address located at **Brgy. Bangonay, Jabonga, Agusan del Norte** and has not violated pertinent DENR laws, rules and regulations.

THAT, the PARTY OF THE FIRST is willing to sell and/or supply **80.0 cubic meters/ 20,000.0 board feet/ annum** of Planted species Chainsawn Lumber to the PARTY OF THE SECOND.

THAT, the PARTY OF THE FIRST is willing to sell and/or supply **20.0 cu.m./5,000.0 bd.ft** of Gmelina species, **20.0 cu.m./5,000.0 bd.ft** of Mahogany species, **10.0 cu.m./2,500.0 bd.ft** Mangium species, **10.0 cu.m./2,500.0 bd.ft** Marang species, **5 cu.m./1,250.0 bd.ft** Falcata species, **5 cu.m./1,250.0 bd.ft** Durian species, **5 cu.m./1,250.0 bd.ft** Santol species and **5 cu.m./1,250.0 bd.ft** Nangka species with a combined total volume of **80.0 cubic meters/20,000.0 board feet** Chainsawn Lumber to the PARTY OF THE SECOND.

THAT, the PARTY OF THE SECOND is willing to buy from the PARTY OF THE FIRST such available plantation logs as may be required or necessary for its business.

THAT both PARTIES, agreed to the following terms as to pricing and mode of payment of the delivery logs to wit;

Market Price	:	<u>Prevailing Market Price</u>
Mode of Payment	:	<u>Cash on Deliver</u>

THAT it is hereby understood and agreed by both parties that 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 cause by or arising from FORCE MAJEURE or ACTS OF GOD and other fortuitous events.

THAT both parties further agreed that:

1. The DENR shall not be made a party to any breach arising from non-performance of its obligation stipulated in the contract by any of the contracting parties.
2. Any founded violation against pertinent DENR laws, rules and regulations committed by either of the contracting parties shall be sufficient cause for the cancellation of this contract.

TRUE COPY
Date: 3/18/25
Signature: [Signature]
FELY GRACE V. CATALAN
Records Officer

3. This agreement shall be subject to other pertinent DENR laws, rules and regulations governing that matter.
4. This agreement is valid one (1) year upon its approval by the DENR and automatically deemed earlier terminated when the volume contracted to be supplied and purchased shall be exhausted, whichever comes first.

IN WITNESS WHEREOF, the parties have hereunto affixed their signature this 18th day of June 2024 at Cenro Tubay, Doña Rosario, Tubay, Agusan del Norte, Philippines.

JOHN LUMBER AND FURNITURE
(PARTY OF THE SECOND)

By: Teresita D. Digolto
TERESITA D. DIGOLTO
Owner/Representative

By: 
HARETO D. DIGOLTO
Proprietor

Recommending Approval

HERNAN P. RAMIREZ
OIC, CENR Officer

JOSEPH LEO E. OONER, RPF
OIC, PENR Officer

Approved by:

MARITRESS M. OCAMPO
In-charge, Office of the Regional Executive Director
And, OIC, ARD for Technical Services



WITNESS

me. me. me. me. me.

ACKNOWLEDGMENT

Services

ACKNOWLEDGEMENT

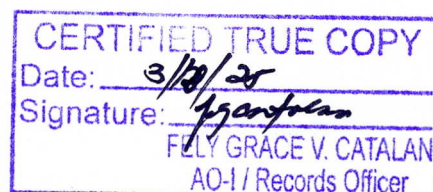
Republic of the Philippines)
Province of Agusan del Norte) S.S.
City of Butuan)

BEFORE ME, a Notary Public for and in Buhuan City, Agusan del Norte, Philippines this 15th day of July, 2024 personally appeared Ms. Teresita D. Digolto, with Community Tax Certificated No. 24272260, issued at Brgy. Bangonay, Jabonga, Agusan del Norte, on February 16, 2024, and Mr. Hareto D. Digolto, with Community Tax Certificate No. 21784960, issued at Brgy. Bangonay, Jabonga, Agusan del Norte, on January 19, 2024 both known to me that same is their free and voluntary deed.

This instrument consist of two (2) pages including this page wherein acknowledgement is written and has been signed by the parties and their instrument witness.

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

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Page No. 16
Book No. 01
Series of 2024



ATTY. ELIXIR C. LANGANLANGAN
Notary Public for Butuan City and Awasan del Norte
Commission No. 13-03-2024 valid until 12/31/2025
Roll of Attorneys No. 90655
PTR OR No. 2542573; 01/18/24; Butuan City
IBP OR No. 419357; 01/12/24; Pasig City
MCLE Compliance in progress until April 2025

Note: 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.